

March 4, 2022
Job Number: 1826-006
Peer Review Historic Evaluation for
1505 Crest Drive, Manhattan Beach, CA

PEER REVIEW HISTORIC EVALUATION

TO: City of Manhattan Beach
(Ms. Elaine Yang)

FROM: Sapphos Environmental, Inc.
(Ms. Carrie Chasteen and Mr. Scott Torres)

SUBJECT: Peer Review for 1505 Crest Drive, Manhattan Beach, California

ATTACHMENT:

1. Key Personnel Resumes
2. 1505 Crest Drive Historic Landmark Designation Application
3. 1505 Crest Drive Mills Act Application

EXECUTIVE SUMMARY

Sapphos Environmental, Inc. (Sapphos) was engaged by the City of Manhattan Beach (City) to review the Landmark designation application for the property located at 1505 Crest Drive in the City for conformance with the Standards. Based on a review of the 1505 Crest Drive Historic Landmark designation application, Mills Act application materials, photographic documentation, and reference materials provided by the City, Sapphos agrees with the survey findings and conclusions. The subject property appears to be locally eligible pursuant to Criteria 3 and 5 as outlined in the City's Historic Preservation Ordinance No. 16-0034, Chapter 10.86.

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INTRODUCTION

The City of Manhattan Beach (City) has requested a review of a Landmark designation and Mills Act application for the property located at 1505 Crest Drive, City, Los Angeles County, California. Based on a review of the Landmark designation application, historical resource survey, and Mills Act application, the subject property appears to be locally eligible pursuant to Criteria 3 and 5 as outlined in the City's Historic Preservation Ordinance No. 16-0034, Chapter 10.86. Sapphos Environmental, Inc. (Sapphos; Ms. Carrie Chasteen and Mr. Scott Torres; Attachment 1, *Key Personnel Resumes*) was engaged by the City to review the Landmark designation and Mills Act applications for conformance with the Standards.

PEER REVIEW

The Landmark designation and Mills Act applications (Attachments 2 and 3), survey report, and building permit records were reviewed to determine if the subject property meets eligibility standards as outlined in the City's Historic Preservation Ordinance. The subject property is an A-frame building constructed within the period of significance associated with A-frame architecture, 1954–1975.¹ The building survey included in the application identified the subject property as a potential resource, an excellent, intact example of an A-frame building that embodies the form and development of this type of architecture in post-war Manhattan Beach. Based on a review of the City permit record, photographs provided in the survey report, Google maps, and aerial photographs, Sapphos agrees with the survey findings regarding the building's association with post-war residential development in the City, consistent with A-Frame building construction within the period of significance, 1954–1975. Additionally, the survey report concludes the subject property to be an excellent example of an A-frame building that is the last, best example of the architectural type or style in a neighborhood or the City that was once common but is increasingly rare as outlined in Chapter 10.86.070 of the City's Historic Preservation Ordinance. Based on a review of extant A-frame buildings in the City, Sapphos identified two additional A-frame buildings in the City, and concludes the subject property is the best remaining example of the type in the City. The additional A-frame buildings were constructed in 1964 by Cloud Construction as stated in the survey report. Based on additional research, Cloud Construction does not appear to be historically significant regarding residential development in the City. A review of the City building permit record indicates the subject property is minimally altered. The 2021 renovation was noted in the building survey; the renovation included an update to windows on secondary elevations, HVAC, and skylights. The alterations to the subject property are not visible from the public right-of-way and would not cause a substantial adverse change in the significance of a historical resource. Sapphos concludes the subject property retains integrity of *location, setting, design, materials, workmanship, feeling, and association*.

¹ McAlister, Virginia Savage. 2013. *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture*. New York, NY: Knopf, 660–661.

CONCLUSION

Based on a review of the City Landmark designation and Mills Act application materials, photographic documentation, and reference materials provided by the City, Sapphos agrees with the survey findings and conclusions. The subject property appears to be locally eligible pursuant to Criteria 3 and 5 as outlined in the City's Historic Preservation Ordinance No. 16-0034, Chapter 10.86.

Should there be any questions regarding the information contained in this document, please contact Ms. Carrie Chasteen at (626) 683-3547 / cchasteen@sapphosenvironmental.com, or Mr. Scott Torres at (626) 683-3547 / storres@sapphosenvironmental.com.

ATTACHMENT 1
KEY PERSONNEL RESUME

Scott E. Torres, MA

Architectural Historian

Master of Arts, History,
California State University
Fullerton, Fullerton, CA,
2020

- History
- Architecture
- California History
- Historic Preservation
- Cultural Survey

Years of Experience: 2

- *Historic Resource Documentation and Evaluations for Sierra Madre Ca, Hollywood, San Marino, Ontario, Fontana, Glendale, and Los Angeles*
- *High Speed Rail Construction Package 4*
- *Society of Architectural Historians Member*

Mr. Scott Torres has more than two years of experience in the field of historic research and writing, including primary and secondary source analysis, conducting oral history interviews, peer review, and editing.

Mr. Torres has served as a project architectural historian and conducted historic assessments in the Cities of Los Angeles, including Hollywood, San Marino, Los Angeles, Orange, and surrounding communities within Los Angeles and San Bernardino Counties. Mr. Torres has conducted a historic resource evaluation of the Little Tokyo Towers as part of a historic resource assessment report in support of the Los Angeles Office of Historic Resources. Additional resource assessments in Hollywood include early Craftsman residences and the Period Revival Bungalow Court Apartments associated with early development and the entertainment industry. On behalf of the County of Los Angeles, Mr. Torres provided research and documentation on unincorporated East LA's Unique Theater, in support of its nomination for Historic Landmark designation. Mr. Torres has also provided historic documentation and literature review in support of the Los Angeles Music Center Electric Replacement Project; the project included an impact assessment regarding identified historic resources located within the music center campus. Additionally, Mr. Torres has conducted research in support of residential design reviews in the Cities of Glendale, San Marino, and Hollywood. Mr. Torres has also provided cultural resources support for the High-Speed Rail (HSR) Construction Package (CP) 4.

Mr. Torres has conducted Department of Parks and Recreation documentation and evaluations in support of site assessments in the Cities of Sierra Madre, Monrovia, Hollywood, Los Angeles, and Ontario. This work includes site photographs, database research, and map review.

Mr. Torres is a member of the Society of Architectural Historians.

Carrie E. Chasteen, MS

Cultural Resources Manager

Master of Science (Historic Preservation), School of the Art Institute of Chicago, Chicago, Illinois, 2001

Bachelor of Arts (History and Political Science), University of South Florida, Tampa, Florida, 1997

- Cultural resources management and legal compliance
- History of California
- Identification and evaluation of the built environment
- Archival documentation
- Historic preservation consultation

Years of Experience: 20 +

- Oregon Transportation Investment Act (OTIA) III CS3 Technical Lead
- Chair, Historic Preservation Commission, City of Pasadena
- Design Commission, City of Pasadena
- Phi Alpha Theta
- Extensive experience documenting and evaluating parks and recreational facilities
- Extensive experience in the City of Riverside

Ms. Carrie Chasteen has more than 20 years of experience in the field of cultural resources and the built environment, including project management, agency coordination, archival research, managing large surveys, preparation of compliance reports, preparation of Environmental Impact Statement / Environmental Impact Report (EIS/EIR) sections, peer review, and regulatory compliance. She meets and exceeds the Secretary of the Interior's *Professional Qualification Standards* in the fields of History and Architectural History.

Ms. Chasteen has served as Principal Investigator / Principal Architectural Historian on projects in Kern, San Bernardino, Riverside, Ventura, Los Angeles, Orange, Imperial, and San Diego Counties in Southern California. She has experience in California, Oregon, Washington, Arizona, Nevada, Missouri, Illinois, Florida, West Virginia, Connecticut, New York, New Jersey, and Massachusetts. She has extensive experience with the California Office of Historic Preservation, the California Department of Transportation (Caltrans), San Bernardino Associated Governments (SANBAG), Los Angeles County Department of Parks and Recreation, the City of Los Angeles, and various state, county, and local government agencies.

On behalf of the County of Los Angeles Department of Parks and Recreation (DPR), Ms. Chasteen managed the documentation and evaluation of 54 parks, golf courses, and arboreta. The historic evaluations assess County facilities that were identified as priorities due to the age of the facility, architect of record, or affiliation with event of importance to the history of development of Los Angeles County. The historic evaluations consider eligibility for listing on the National Register of Historic Places, the California Register of Historical Resources, the County Register of Landmarks and Historic Districts, and standards provided in CEQA. The results were used by the County DPR to address future projects in the facilities, alter plans as needed, and to inform a Cultural Resources Treatment Plan (CRTP) and Worker Environmental Awareness Program (WEAP) training. She also provided consultation services for the Arcadia County Park Pool and Bathhouse Replacement Project, which included documenting and evaluating the park as a historic district for eligibility for inclusion in the National Register of Historic Places and the California Register of Historical Resources. Because the park was found to be eligible for listing in both registers, Ms. Chasteen provided additional consultation services to ensure the replacement pools and bathhouse were in compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* in order to minimize potential impacts to the historic district.

Additional experience includes preparing Historic American Building Survey/Historic American Engineering Record (HABS / HAER) documentation for the former Caltrans District 7 headquarters building, Roosevelt Annex at the California Veterans' Home in Yountville, and the Space Flight Operations Facility, commonly referred to as Mission Control, a National Historic Monument, at the Jet Propulsion Laboratory (JPL) in Pasadena.

ATTACHMENT 2
1505 CREST DRIVE
HISTORIC LANDMARK DESIGNATION APPLICATION



**CITY OF MANHATTAN BEACH
HISTORIC PRESERVATION
Chapter 10.86 MBMC**

APPLICATION FOR HISTORIC LANDMARK STATUS

Address:	1505 Crest Drive
Assessor Parcel #	4179-001-037
Legal description:	Tract No. 2541 E 1/2 of Lot 5
Owner Name(s):	Amy Dantzler & Julie Anderson
Address:	1505 Crest Drive
Phone number/Email:	amy.dantzler@gmail.com/drjulieanderson6767@gmail.com
Year Built:	1964
Historic Property Name	
Original Use	single-family residential
Present Use	single-family residential
Architectural Style	A-frame
Architect	Richard Nesbitt
Builder	Allen "Bill" Jukes

If the structure has been moved, provide date moved and original location. _____

The application should include a detailed, descriptive narrative addressing each of the following items:

1. The assessor's parcel number and legal description of the site.
2. A description of the historic property and statement of how it qualifies under the criteria described in Section 10.86.070.
3. A detailed architectural description, enumerating the property's character-defining features, elevations, and spaces.
4. Construction chronology of the property, including history of major alterations/additions.
5. Ownership history.
6. A statement of significance describing why and how the property or feature meets the eligibility criteria of the Code including the area of significance, theme, and period of significance.
7. Current photographs and (if available) historic photographs, maps, sketches, drawings, or other descriptive material as available to support the nomination.
8. The signature of the property owner(s) or their authorized agents, if the owner is the applicant.
9. Such other information as requested by the Commission or Director.
10. References - List any documents or persons used to obtain information about the property. For documents include, name of publication, date of publication, page numbers and web link if applicable. For persons interviewed include name, address, phone, email and date(s) of interview(s).



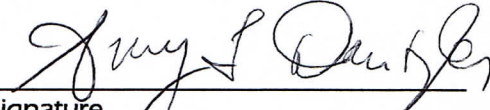
In addition, provide any supplemental information, photographs, or documentation that may be relevant to the historic character of the property. The City of Manhattan Beach Building Permits, Manhattan Beach Public Library, Manhattan Beach Historical Society and Manhattan Beach Cultural Conservancy have many resources available for researching your home. The Planning Division has a list of references available to help in the research of your property.

Owner Signature

I, (we), JULIE ANDERSON AND AMY DANTZLER hereby declare under the penalty of perjury that I (we) am (are) the owner(s) of the property involved in this application and that the foregoing statements and the information submitted here with are true and correct.


Signature

10.30.21
Date


Signature

10.30.21
Date

1. Assessor Parcel Number and Legal Description

APN: 4179-001-037

Legal Description: Tract No. 2541 E 1/2 of Lot 5.

2. Summary of Significance

1505 Crest Drive is significant under City of Manhattan Beach Historic Landmark criterion 3 as an excellent, intact example of an A-frame house that epitomizes the form and development of this property type in the post-World War II era in Manhattan Beach. The property is also significant under criterion 5, with only three other 1960s A-frame houses remain in the Sand Section of Manhattan Beach, it is a rare example of the property type, as well as the most intact and best expression of this important Mid-Century Modern style in the city.

3. Detailed Architectural Description

The following describes 1505 Crest Avenue at the time of the site visit on March 24, 2021. As noted below, the property is currently undergoing a rehabilitation primarily to update systems and make the house weather tight.

Setting

1505 Crest Drive is located in a dense urban environment near the intersection of Highland Avenue and 15th Street. The second house north of 15th Street, 1505 Crest Drive is nearly across the street from Manhattan Beach Civic Center and a block from the Strand boardwalk that parallels the beach (for ease of description, it is assumed Crest Drive runs north-south, although in reality, it is oriented northwest to southeast). Crest Drive is a narrow street with no sidewalk or street trees and feels almost like an alleyway. This portion of the street extends only two short blocks, ending at 16th Street to the north.

1505 Crest Drive is located on the west side of the street. The one building on the property encompasses nearly the entire parcel with only narrow, concrete and brick walkways along the north and south elevations and a small wood patio at the rear, west elevation. The rear patio is enclosed by a wood fence.

Exterior

1505 Crest Drive is an A-frame house that sits atop a one-story garage/rumpus room. The house has a rectangular plan and is three stories high. It is defined by its distinctive, steeply pitched front gable roof with wide eaves at the east, front façade and a slightly shallower eave at the west, rear, elevation. The eaves along the east and west elevations are finished with a simple fascia. Flat-roof dormers line the primary, second floor along the north and south elevations, extending to the west elevation. The house is primarily finished in a pebble-textured stucco. With exception of the expanse of fixed glazing at the east façade, fenestration generally consists of horizontal, aluminum sliding sash.

The primary façade faces east toward Crest Drive and is finished in vertical tongue-and-groove wood siding. The ground floor is dominated by a garage door that is placed off-center toward the north side of the elevation. A shallow balcony runs across the second floor, providing the base of the equilateral triangle that comprises the A-frame shape. The balcony is supported on equally spaced rafter tails that project from the elevation. A wood railing borders the balcony on three sides and consists of horizontal wood members interspersed by regularly spaced paired vertical posts that extend down to the rafter tails. The dominant feature of the east façade is the expanse of glazing at

the second floor within the triangular portion defined by the gable roof. The glazing is separated into three rows that are further divided vertically. A thin, vertical muntin descends from the apex of the gable roof while a second, vertical muntin runs parallel to the south. The thin area between the two muntins is filled with original colored, pebble glass. The thin strip of colored glass is placed slightly off-center, resulting in additional, thin muntins at the north side of the elevation. The lowest horizontal level of glazing contains a sliding glass door in the south portion.

Stairs to the main entrance at the second floor run along the east side of the south elevation. The stairs have concrete treads with a large pebble aggregate and no risers. A simple metal handrail protects the outside, south side of the stairs and landing. The main entrance door at the second floor consists of two panels with the upper panel glazed. The glazing is divided into a diamond pattern by wood muntins and consists of colored pebbled glass, similar to the colored pebbled glass in the central strip of glazing in the east façade. Two windows are located east of the stairs at this elevation.

The west elevation is fronted by a wood patio that is accessed via an aluminum sliding glass door located in the south portion of the elevation. A small window is placed to the north. On the second floor, two horizontal, sliding sash windows are located on either side of the elevation while a single window is centered below the gable peak.

The north elevation is generally unadorned and not highly visible as it is placed close to the property line. It contains a single door on the ground floor, located toward the west side of the elevation. Two, horizontal sliding sash windows are located within the second-floor dormer.

Interior

The ground floor interior is separated into a garage at the east side and a rumpus room on the west. The garage walls are finished in painted drywall while the floor is concrete. The rumpus room has a kitchenette with a tall island counter along the east side of the room and few other decorative features.

The primary living spaces are on the second and third floor loft, defined by the gable roof that forms the exterior walls. The roof shape is enhanced through exposed wood trusses regularly spaced along the east-west axis and by an exposed wood ceiling. At the second floor, the east portion of the space is dominated by an open, high-volume living area, opening onto the east elevation's expanse of windows, while spaces to the west are more enclosed, including a small kitchen and bathroom set within the side dormer, as well as two bedrooms that line the west side of the second floor. The third-floor loft is situated in the west portion of the interior. A stair with open risers opposite the kitchen at the west side of the living and dining room accesses the third-floor loft. At the third floor, a shallow balcony overlooks the living and dining room. The balcony is edged by a simple metal railing. A bedroom at the west side of the house is separated from the balcony by a short hallway formed by a small bathroom on one side and a pair of closets on the other.

Alterations

Few alterations have been made to the 1505 Crest Drive since it was constructed in 1964 and only one alteration permit exists for the property, which is for plumbing. Based on physical observation, alterations have been limited to enclosure of an interior stair between the ground floor rumpus room and second floor living room.

The house is currently undergoing rehabilitation to modernize private spaces, such as the kitchen and bathrooms, as well as upgrading services such as plumbing and electrical. Additional work currently under construction includes replacing windows on secondary elevations to provide better weatherization from the sea air, and skylights along the gable peak to provide additional light into otherwise dark spaces as well as to provide roof access to a new HVAC unit. These alterations are generally not visible from the public right-of-way and allow for continued and updated functioning of the house.

Integrity

Recent work on 1505 Crest Drive, completed in conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, has rehabilitated character-defining features of the exterior and interior, while making the residence more resilient to the atmospheric conditions of its location close to the ocean and allowing for its continued use. 1505 Crest Drive retains integrity of location, setting, design, materials, workmanship, feeling and association, and retains the essential physical features that enable it to convey its appearance from the period of significance (1964-1971). As described more fully below in Section 6. Statement of Significance, 1505 Crest Drive exhibits the essential character-defining features of A-frame houses.

1505 Crest Drive retains integrity of location as it has not been moved. Located in a dense urban environment, a short distance from Manhattan Beach Civic Center as well as the Strand, the house retains integrity of setting. While surrounding houses may have been demolished and new houses rebuilt, 1505 Crest Drive continues to face a narrow residential street that appears almost as an alleyway with no street trees or sidewalk.

1505 Crest Drive retains integrity of design. The form of the A-frame, plan, space, structure, and style have been retained. Similarly, individual decorative features have been retained. Notably the structure and style of the A-frame continues to be clearly defined through the dramatic roof shape, double height glazing within the gable end, as well as doors leading out from the double height living rooms onto the balcony with wood railing. The house retains most of the physical features that constitute its style, and therefore retains a high degree of integrity of materials. While the rehabilitation includes replacement of windows on secondary elevations, new windows will make the house weather-tight, allowing for its continued use. Other alterations, including new skylights, mechanical, electrical, and plumbing systems have been integrated in a manner to be as minimally visible as possible; none are visible from the public right-of-way. Since all of the character-defining materials have been retained, the house also retains integrity of workmanship, demonstrated in details such as the colored pebble glass in the double height glazing as well as wood railing details along the balcony.

1505 Crest Drive was constructed as a single-family residence. However, for years it was rented as a non-permitted duplex. The first level has been reintegrated into the upper floors as originally constructed. By returning it to its original function, the house retains integrity of association and feeling.

4. Construction Chronology

May 25, 1964: permit #75147 issued for a “residence and garage,” 1,918 square feet, 29-feet high and 3 stories, valuation \$21,098

July 1, 2000: permit #2K-06133 issued for plumbing

May 24, 2021; permit #BLDR-20-00565 issued for “interior renovation of an existing...single family residence...scope includes renovated kitchen, bathrooms, window replacement & addition of new powder bathroom.”

5. Ownership History

1964: Allan Jukes

1965: Gary J. Ballengee

1971: James A. Johnson

1975: John R. Stivers and Frances Lucille Strivers

1979: Edward Lewis and Michael L. Corey

1979: William Alton and James G. Gallagher

1979: Terrence C. Riddell

1979: Wilma Heberle, Shirley Heberle, Gloria Jean Allen

2001: Tad O. Thormodsgaard and Kelly Thormodsgaard

2020: Julie Anderson and Any Dantzler

6. Statement of Significance

1505 Crest Drive epitomizes the form and development of an A-frame house in the post-World War II era in Manhattan Beach. As an increasingly rare property type that is quite unique in Manhattan Beach, the A-frame house expresses significant aspects of the postwar lifestyle of the city. 1505 Crest Drive was built as a speculative development by South Bay native, Allen “Bill” Jukes, while the first owner, Gary Ballengee, epitomized the typical resident of the property type: young, active, and economically upwardly mobile.

A-Frame Houses

Chad Randl, an architectural historian who wrote the seminal book on A-frame houses, simply entitled *A-frame*, in 2004, defines the property type as

a triangular structure with a series of rafters or trusses that are joined at the peak and descend outward to a main floor level, with no intervening vertical walls. The rafters are covered with a roof surface that ties the frames together and usually continues to the floor...most A-frames have roof rafters and floor joists of the same length, connected at sixty-degree angles to form an equilateral triangle.¹

With A-frame construction, the pitched roof is the essential character-defining feature, as the roof becomes two of the exterior walls, forming the shape of all or part of the building. Often, as seen at 1505 Crest Drive, at least one gabled end consists of double height glazing, obscuring the distinction between interior and exterior space, a fundamental tenant of Modern architecture. A-frames are often constructed near bodies of water or in mountain areas, the glazed gable end looking out onto a natural setting. In describing this design sensibility, architectural historian Alexandra Lange notes,

¹ Chad Randl, *A-frame*, (Hudson, NY: Princeton Architectural Press, 2004), 11.

“The essential nature is to float slightly above their environment.”² A-frame houses have few interior demising walls, highlighting the open volume of the two-story living room. A-frame houses in beach areas generally differ from those in mountain areas in two respects. While A-frame houses in mountain areas are generally set directly on the ground, with the tips of the gable roof only inches away to facilitate shedding of snow, A-frame houses in beach areas are typically set atop a raised foundation, that is often used as a garage or, like 1505 Crest Drive, with a rumpus room as well. In addition, as snow was not a primary issue in beach areas, these A-frames tend to have more dormers, skylights, and windows on side walls.

There have been many claims of ancient lineage for A-frame houses.³ Numerous indigenous examples of triangular buildings and/or buildings with steep triangular roof forms have existed throughout human history all over the world. Indeed, a canvas tent can be understood as an A-frame structure, albeit a temporary one. Randl suggests that the simple form was used throughout history due to its strength, durability, and ease of construction. He argues that “versions of triangular construction were built for exigency of survival.”⁴

Constructed in 1937, the first Modern A-frame house was designed by Rudolph Schindler in the community of Lake Arrowhead for his client, Gisela Bennati. Twenty years ahead of its time, Schindler’s model A-frame house was noticed by only a handful of architects in a four-page spread in the California modernist magazine *Arts & Architecture* in February 1944.

A-frame houses took on new connotations in the post-World War II era when they became more common. Several, widely published A-frames in the early 1950s brought the property type into the popular consciousness and accelerated its rise in style. Wally Reemelin’s A-frame houses from 1948, located in Berkeley, California, were featured in *Architectural Record* in 1950 and, later, in the Modern Living section of the *San Francisco Examiner* in 1955. The article, entitled “A Vacation Cabin – the Painless Way,” was the first to call this property type an A-frame.⁵ The most publicized A-frame of the 1950s was designed by San Francisco architect, John Campbell, a principal at the firm Campbell and Wong. His design was first published in *Interior’s* magazine in January 1951, appearing later that year in the San Francisco Arts Festival. Due to demand created by its appearance at the festival, Campbell offered a prepackaged kit, calling the model the “Leisure House.” The kit included everything needed to construct the house, including all lumber, nails and even a hammer. The Leisure House won an honor award from the San Francisco chapter of the American Institute of Architects in 1953, citing the design as a “wonderful example of the weekend house, full of the poetic feeling of the outdoors” and noting its many uses, “as a mountain cabin, ski hut, playhouse, garden shelter, pool cabana, beach house, resort cabin, or motel unit.”⁶ Throughout the 1950s, the Leisure House was published in general publications including *Look* magazine, *San Francisco Chronicle*, *Sunset Magazine*, as well as *Sports Illustrated*. A model of the house even appeared in the 1958 Brussels World Exposition.

² Alexandra Lang, “The A-frame effect; Not just another house, but a way of life,” *Curbed*, September 22, 2017, <https://archive.curbed.com/2017/9/22/16346810/a-frame-homes-architecture-rudolf-schindler>.

³ Randl, 15.

⁴ Randl, 21 and 23.

⁵ Randl, 51 and “A Vacation Cabin – the Painless Way,” *San Francisco Examiner*, May 8, 1955, page 3 of *Modern Living*.

⁶ Elizabeth Lawrence, “Architectural Winners,” *San Francisco Examiner*, March 1, 1953, 75.

By the early 1960s, the A-frame had become a “national phenomenon.”⁷ House kits were promoted by timber companies. Building product manufacturers teamed up with architects to offer plan books and/or complete pre-cut packages. An article appearing in 1961 in *Popular Science* was entitled “Why the Big Boom in A-Frames?” answers, “A new concept for building ...cabins now make it possible to own your own beach cottage or mountain retreat for the price of a new car – in some cases, less.”⁸ With building kits and pattern books, A-frame houses were marketed as a home improvement project.⁹ The houses were also attractive to low-budget builders, including Bill Juckes, the builder and developer of 1505 Crest Drive. Relatively inexpensive with lightweight, simple materials, the house required few construction skills.

As a “cultural icon, a geometric representation of the good life,”¹⁰ the form of the A-frame house became synonymous with leisure culture. They were fun, a marked change with a traditional cabin and a form of “accessible modernism.”¹¹ The popularity of A-frame houses in the postwar era corresponded with a sharp increase in individual prosperity, coupled with additional leisure time. Between 1955 and 1965, wages of American workers rose 50 percent. The GI Bill allowed returning World War II veterans to attend college and gain employment in white-collar jobs. During the same period, the amount of time people were not working increased. By the 1950s, the 40-hour, 5-day work week became standard for most employees. Prior to the 1950s, it was common for people to work a half day on Saturdays. In addition, by 1969, the average paid vacation was two weeks, five times as much as it was in 1940. With less time working, additional paid vacation, and more disposable income, consumer spending on leisure activities skyrocketed. With its dramatic form, A-frame houses fit comfortably within a Mid-Century Modern aesthetic and have come to represent the burgeoning middle-class and associated value of leisure time in the 1950s through mid-1970s.

A-frame houses declined in popularity in the 1970s and, by the early 1980s, construction of new A-frame houses had mostly ceased. Part of their decline may have been due to how pervasive the form became in beach and mountain communities. Symbolic of their omnipresence, Fisher Price made an A-frame play set house between 1974 and 1976, the first of its kind to be made of all plastic.¹² The decline of the property type may also be attributed to challenges in heating and cooling the house. Specifically, it was common for heat to get trapped in the gable peak, resulting in hot sleeping lofts and cool living rooms and requiring a significant amount of oil to maintain the desired temperature. Although A-frames have regained popularity in the last decade with the small house movement, Mid-Century A-frames houses are becoming increasingly rare.¹³

Based on the above, essential character-defining features of A-frame houses, which are exhibited in 1505 Crest Drive, include:

⁷ Randl, 77.

⁸ Sheldon M. Gaitager, “Why the Big Boom in A-Frames?,” *Popular Science*, August 1961, 128.

⁹ Alexandra Lang, “The A-frame effect; Not just another house, but a way of life,” *Curbed*, September 22, 2017, <https://archive.curbed.com/2017/9/22/16346810/a-frame-homes-architecture-rudolf-schindler>.

¹⁰ Randl, 11.

¹¹ Washington State Department of Archaeology and Historic Preservation, “A-Frame,” <https://dahp.wa.gov/historic-preservation/historic-buildings/architectural-style-guide/a-frame>.

¹² Lang, <https://archive.curbed.com/2017/9/22/16346810/a-frame-homes-architecture-rudolf-schindler>.

¹³ Randl, 12.

As an example of the rise in popularity, *Dwell* magazine ran an article in May 2020 entitled, “4 A-frame Kit House Companies That Ship in the U.S.” with the byline, “Building a custom A-frame is easier than ever with the rise of these modern kit home companies.” See <https://www.dwell.com/article/a-frame-kit-house-companies-cbb9a216>.

- Dramatic A-shaped roof form/wall truss system
- Deep, overhanging eaves
- Double height glazing within the gable end
- Wood wall materials
- Expansive porch/balcony
- Open interior on the main floor with a loft above

Manhattan Beach in the Post-World War II era

Manhattan Beach epitomizes the rise of the postwar leisure culture. The city developed contemporaneously with other beach cities with its earliest buildings constructed in the 1870s. Early transportation through the area included the Santa Fe Railroad, which completed a line through Manhattan Beach in the 1880s, and the Pacific Electric trolley, which established five stops in Manhattan Beach in 1903 and ran until 1940. When Manhattan Beach incorporated in 1912, the population was small, between 500 and 600 people, with most people choosing to live in Manhattan Beach only in the summer.¹⁴ Historic aerial photographs show small, wood bungalows dotting the dunes, facing the water. As there were no large tourist hotels near the beach, visitors would arrive for the day by streetcar or automobile. Many residents were seasonal, occupying a second home or rental. Manhattan Beach went through a dramatic change after World War II. Between 1940 and 1953, the population of the city more than quadrupled, from 6,398 residents in 1940 to 26,315 residents in 1953. The population continued to grow through the 1950s, with 33,934 residents counted in the 1960 census,¹⁵ topping out at 35,352 in 1970.¹⁶

While Manhattan Beach supported all the typical activities of a small town, with a City Hall, schools, and fire department, the focus has always been on the 2.1 miles of beach within its 3.88 square miles. The first pier at Center Street (now Manhattan Beach Boulevard) was constructed in 1901, replaced in 1920, repaired in 1960, and rehabilitated in 1991. The Roundhouse at the end of the pier was dedicated in 1921. The pier became, and continues to be, a popular spot for fishing. Notable large fish have been caught from the pier, including a 428-pound black sea bass in 1923 and a 600-pound sea bass in 1929.

While beach and water sports in Manhattan Beach were popular in the 1930s, their prominence increased in visibility after World War II. Manhattan Beach has been called the “home of beach volleyball.”¹⁷ Beach volleyball courts were first established in Manhattan Beach in 1930. The Manhattan Beach Open was first held in 1960. Now part of the professional volleyball tour, it is the “longest continually running tournament in beach volleyball.”¹⁸ In addition to fishing and beach volleyball, Manhattan Beach became a popular destination for surfing and paddleboarding. Dale

¹⁴ Bonnie Beckerson, ed., *Manhattan Beach 90266; A Pictorial History* (Manhattan Beach Historical Society, 1995), 10.

¹⁵ Bonnie Beckerson, ed., *Manhattan Beach 90266; A Pictorial History* (Manhattan Beach Historical Society, 1995), 6 and 84.

¹⁶ City of Manhattan Beach, *Census Data*, <https://www.manhattanbeach.gov/residents/about-us/census-data>.

¹⁷ City of Manhattan Beach, “Beach Volleyball,” <https://www.citymb.info/departments/parks-and-recreation/beach-volleyball>

¹⁸ Tyler Blint-Welsh, “‘Granddaddy of Beach Volleyball’ hits the sand this week in Manhattan Beach,” *Los Angeles Times*, August 16, 2017, <https://www.latimes.com/sports/sportsnow/la-sp-avp-manhattan-beach-20170816-story.html>.

Velzy opened his first surfboard shop in Manhattan Beach in 1949. He was among the first, if not the first, to shape and laminate balsa-redwood boards and is credited with “the first to put a name on a surfboard, the first to sponsor a surfer, the first to open a surf shop and the first to print a surf company t-shirt.”¹⁹ Manhattan Beach was solidified as a surfing destination in the lyrics of the 1963 Beach Boys hit “Surfin’ U.S.A.” The first Catalina Classic marathon paddleboard race from Catalina to the pier in Manhattan Beach took place on September 11, 1955 and continued until 1960. The race was revived in 1982 and has continued since.²⁰

A construction boom in the postwar period paralleled the population boom. In 1940, there were approximately 3,200 homes in Manhattan Beach.²¹ In 1946, 384 permits were issued in the first six months alone, adding over ten percent more houses to the city.²² By the 1960s, 1,100 permits were issued for single-family homes, 743 permits for residences with two or more units, and 2,884 permits for alterations and additions.²³ Historic aerial photos from 1946 show many vacant lots around the pier, while 25 years later, in 1971, historic aerial photos reveal nearly all the earlier lots developed. Although 90% of the growth in the 1950s took place in the “soil section” and “back country” east of Sepulveda Boulevard,²⁴ by the 1960s, “many lots...were split making way for more homes, more bulk.”²⁵

History of 1505 Crest Drive

Don Zink, a real estate agent working in Manhattan Beach in the 1960s and 1970s, and the agent who sold 1505 Crest Drive, remembers three builders who were responsible for most of the new development in the city: Allan “Bill” Jukes (biography below), the builder of 1505 Crest Drive, Bill Berge, and the Komick brothers – Ken, Bob and Dick Komick.²⁶

Allan H. Jukes (b. 1926), called “Bill” by all, spent much of his life in various south bay beach cities. The first in his family born in this country,²⁷ Bill Jukes lived briefly with his family on Catalina Island during World War II. In 1949, at the age of 22, he married Joan Newton and the couple initially settled in Redondo Beach.²⁸ In the early 1950s, he worked as a plasterer, following his father, a painter, into the building trades.²⁹ By the early 1960s, the couple and their young children moved to Rolling Hills Estates and Bill Jukes began working as a contractor in real estate development,³⁰ constructing single family homes and small multi-family residential buildings throughout Manhattan

¹⁹ Beck Cherry, “South Bay Surf History,” *South Bay Boardrider’s Club*, <https://southbayboardriders.com/south-bay-surf-history/>.

²⁰ “Catalina Classic History,” *Catalina Classic*, <https://catalinaclassicpaddleboardrace.com/history/catalina-classic-history/>.

²¹ Jan Dennis, *Shadows on the Dunes: An Architectural History of Manhattan Beach, California*, (Manhattan Beach: Janstan Studio, 2001), 99.

²² Dennis, 104.

²³ Dennis, 137.

²⁴ Dennis, 119.

²⁵ Dennis, 137.

²⁶ Don Zink, personal communication, August 13, 2021.

²⁷ Alan Jukes’ father, Percy Jukes, was born in Canada, while his mother, Jean Jukes, was born in Scotland. The couple moved to Los Angeles with their first-born daughter in 1924. (1930 United States Federal Census, Los Angeles, Los Angeles, California, Page: 10A, Enumeration District: 0258.)

²⁸ California Department of Health and Welfare. California Vital Records—Vitalsearch, The Vitalsearch Company Worldwide, Inc., Pleasanton, California.

²⁹ *Polk’s Redondo Beach City Directory, 1952*, (Los Angeles, CA: R.L. Polk & Co. of California, 1952).

³⁰ *California, U.S., Voter Registrations, 1900-1968*, State of California, *Great Register of Voters*, Sacramento, California: California State Library.

Beach, Hermosa Beach, Redondo Beach, as well as several in San Pedro and Rancho Palos Verdes.³¹ Bill Jukes typically sold his houses for between \$40,000 and \$45,000. Although he mostly built simple “box” shaped homes designed to fit their lots, several of his developments were slightly different, including 1505 Crest Drive.³² In 1983, he established “Bill Jukes Development, Inc.,” which he dissolved in 1992.³³ His career came to a close in 2000, when he pleaded guilty to federal loan fraud charges.³⁴

1505 Crest Drive appears to be a stock A-frame plan that was adapted for the site by architect Richard Nesbitt.³⁵ The property was developed in conjunction with 1501 Crest Drive, 1504 Highland Avenue, and 1500 Highland Avenue. While 1504 Highland Avenue is also an A-frame house, the other two houses had a different form.³⁶ Bill Jukes built the house for a cost of \$21,098. When construction was complete, he sold the house to Gary Ballengee, the roommate of the real estate agent Don Zink.

Gary Ballengee embodies the typical postwar owner of an A-frame house. Young, athletic, and likely tanned from his weekends on the beach, Gary Ballengee was born in the small community of Taft Heights in Kern County, about 40 miles southwest of Bakersfield. His father was born in Oklahoma and came west in the 1920s. With a ninth-grade education, his father worked as a truck driver for Peacock Dairy, earning \$2,300 a year in 1940.³⁷ Gary’s educational opportunities far surpassed his father’s. After graduating from Taft Union High School in 1956,³⁸ Gary attended Taft Junior College for two years while working in the oil fields in the summers earning union wages. He ultimately graduated from San Jose State College, where he majored in science. During high school and college, Gary Ballengee competed on the swim team, but a shoulder injury in college pushed him to play intramural volleyball. After college, he moved to Manhattan Beach around 1960, sharing a house with three other men on the Strand while he taught biology and math at South Torrance High School and coached the football team. The house at 1008 Strand was steps from the beach, where Gary spent his weekends with his roommates and friends, playing volleyball and drinking beer. In

³¹ City of Los Angeles, Department of Building and Safety, “Application to Construct New Building,” Permit #14088, July 20, 2956; Delinquent Tax List,” *San Pedro News-Pilot*, June 14, 1963, 14; Los Angeles County Assessor Portal, <https://portal.assessor.lacounty.gov/parceldetail/7556017035>; City of Los Angeles, Department of Building and Safety, “Application to Construct New Building,” Permit #53235, June 10, 1975.

³² Don Zink, personal communication, August 13, 2021.

³³ “Articles of Incorporation,” California Secretary of State, <https://businesssearch.sos.ca.gov/CBS/Detail>.

³⁴ “Developer, Real Estate Agent Plead Guilty to Loan Fraud,” *Los Angeles Times*, June 15, 2000, 46.

Throughout his career, Bill Jukes fronted the down payment to the first buyers, many of whom did not have the cash. In turn, the buyers had a separate, private loan from him that they would pay back in monthly installments. Each of his houses had a rental unit and he assured the buyers that they could recoup their costs. When Gary Ballengee purchased 1505 Crest Drive from Bill Jukes, he had two monthly payments: the first, his mortgage to the bank and the second to Bill Jukes. Bill Jukes once said to Don Zink, “I don’t make the money off of this...the people who buy them [the houses] make the money.” (Gary Ballengee, personal communication, August 13, 2021 and Don Zink, personal communication, August 13, 2021.)

³⁵ Very little is known about Richard Nesbitt. Born in 1931, he graduated from Cal Poly San Luis Obispo in 1957. (State of California, *California Birth Index, 1905-1995*, (Sacramento, CA: State of California Department of Health Services, Center for Health Statistics); *El Rodeo*, (San Luis Obispo, CA: California State Polytechnic College, 1957).)

³⁶ According to Don Zink, real estate agent, Bill Jukes had an in-house architect prepare simple house designs. The houses developed by Bill Jukes at 1500 Highland Avenue and 1501 Crest Drive are no longer extant. Contemporary houses are now in their place.

³⁷ 1940 *United States Federal Census*, Kern, California, Roll: m-t0627-00214, Page: 17B, Enumeration District: 15-59.

³⁸ *The Derrick*, Taft Union High School, 1955.

fact, Gary Ballengee met his wife, Peg, on the beach. After the birth of their second child in 1971, Gary Ballengee moved his family to Lone Pine near the Alabama Hills, where they continued their outdoor, active life.³⁹

The A-frame house type reflects Manhattan Beach's exponential growth in the postwar era and its beach culture. As commented by Jan Dennis, author of several books on Manhattan Beach history and former mayor, A-frame houses are "pretty unique" in the city.⁴⁰ Of the three extant A-frame houses in Manhattan Beach, 1505 Crest Drive is the best example of the style and retains the most integrity. Nearly no alterations have been made since the house was completed in 1964. The other three A-frames include 1504 Highland Avenue, which was constructed at the same time as 1505 Crest Drive as a mirror image, as well as 116 21st Street, units A and B. Both houses on 21st Street were constructed in 1963 by Cloud Construction. Neither of the two houses on 21st Street exhibits the quality of design or degree of integrity as 1505 Crest Drive. Both houses on 21st Street have been altered numerous times, specifically changing the double height glazing within the gable end as well as the doors and railings leading out from the double height living rooms.

In contrast, while 1505 Crest Drive is currently undergoing rehabilitation to update systems, repair windows, and lighten otherwise dark spaces, it retains, and will continue to retain after completion of construction, all of its character-defining features, including its distinctive roof form, wood paneling and exposed roof beams, glazing within the gable end with colored pebble glass, sliding doors leading out to a balcony, and double height living room/dining room.

³⁹ Peg Ballengee, Personal communication, August 12, 2021 and Gary Ballengee, personal communication, August 13, 2021.

Gary and Peg Ballengee's younger daughter, Danelle Ballengee is a world-renowned adventure racer and trail runner. She gained notoriety in 2006 when she survived a 60-foot fall from a cliff in Moab.

⁴⁰ Jan Dennis, personal communication, October 27, 2021.

7. Current Photographs

See attached.

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The Derrick, Taft Union High School, 1955.

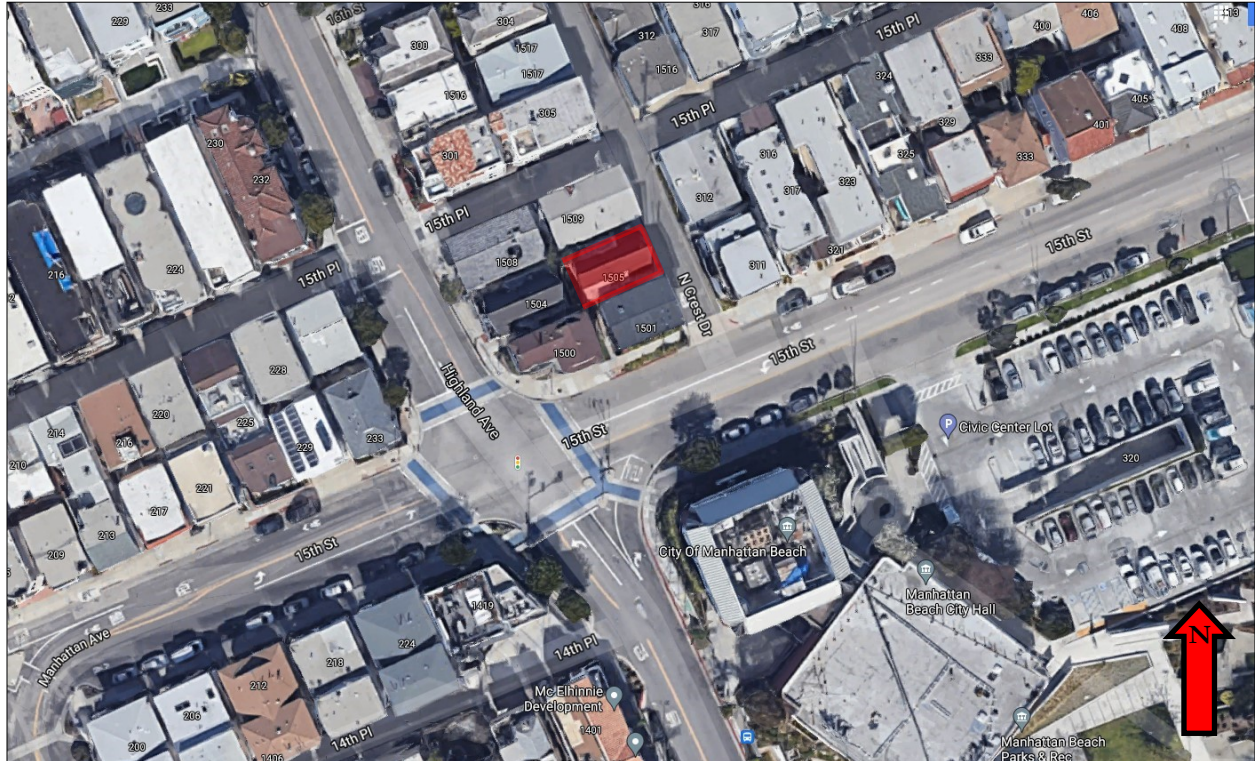
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1505 Crest Drive
City of Manhattan Beach Historic Landmark Nomination
Attachment 1: Maps

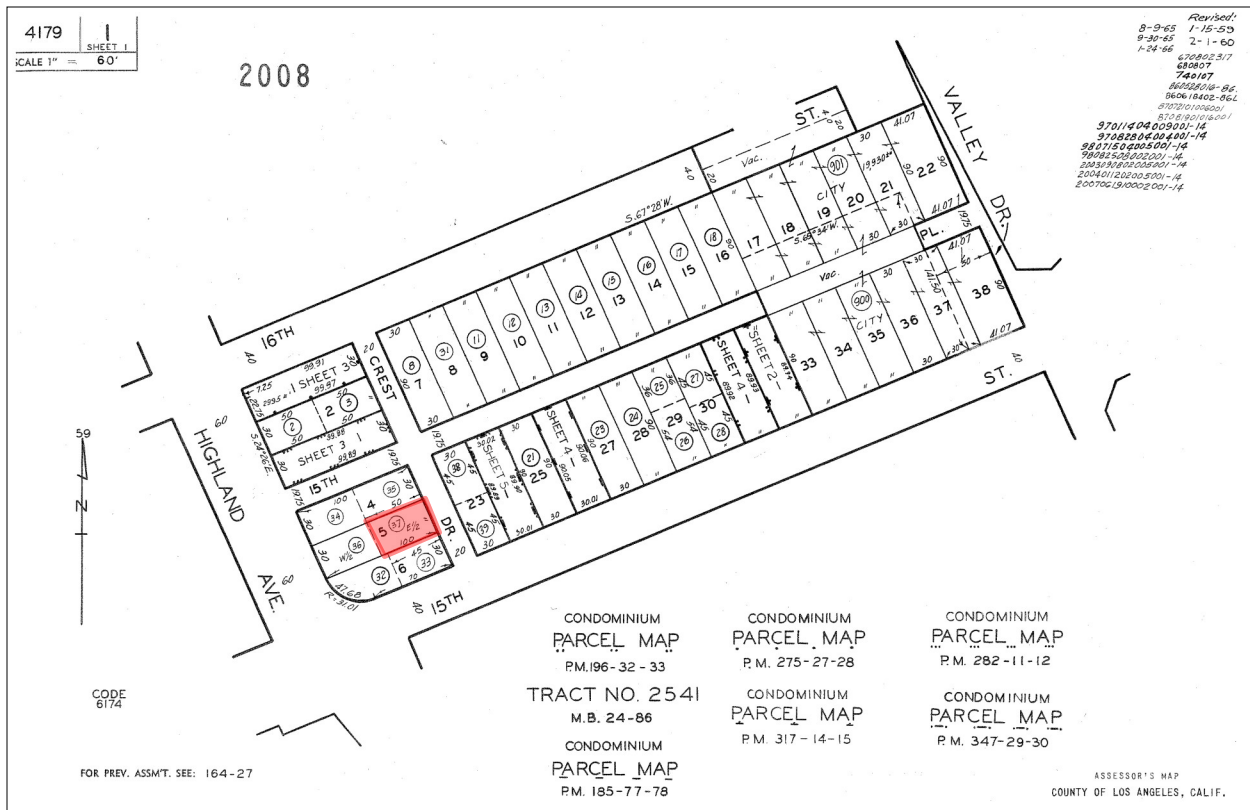


Map 1: Location map, 1505 Crest Drive circled red, note proximity to City Hall and the Strand (source: Google, 2021)



Map 2: Detailed location map, 1505 Crest Drive highlighted red (source: Google, 2021)

1505 Crest Drive
City of Manhattan Beach Historic Landmark Nomination
Attachment 1: Maps



Map 1: Assessor parcel map, 1505 Crest Drive highlighted red (source: Los Angeles County Assessor)

1505 Crest Drive
City of Manhattan Beach Historic Landmark Nomination
Attachment 2: Photographs



Photo 1: 1505 Crest Drive, east elevation, view west (source: Zach Kluckxon, 2020)



Photo 2: 1505 Crest Drive, east elevation, view west (source: Snow, 2021)



Photo 3: 1505 Crest Drive, south elevation, view northwest (source: Snow, 2021)



Photo 4: 1505 Crest Drive, primary entrance at second floor, view northwest (source: Snow, 2021)

1505 Crest Drive
City of Manhattan Beach Historic Landmark Nomination
Attachment 2: Photographs



Photo 5: 1505 Crest Drive, west elevation and patio, view north (source: Snow, 2021)



Photo 6: 1505 Crest Drive, north elevation, view southwest, note entrance to rumpus room (source: Snow, 2021)



Photo 7: 1505 Crest Drive, interior, living room/dining room, view east toward glazing in gable end (source: Zach Kluckxon, 2021)



Photo 8: 1505 Crest Drive, interior, stairs to third floor at left, note pebbled color glass strip in glazing, view northeast (source: Zach Kluckxon, 2021)



Photo 9: 1505 Crest Drive, interior, living room/dining room, view north, note regularly spaced roof beams (source: Zach Kluckxon, 2021)



Photo 10: 1505 Crest Drive, interior, living room/dining room, view southwest toward front door (source: Zach Kluckxon, 2021)



Photo 11: 1505 Crest Drive, interior, second floor bedroom, view northwest (source: Zach Kluckxon, 2021)



Photo 12: 1505 Crest Drive, interior, second floor bedroom, view northeast (source: Zach Kluckxon, 2021)



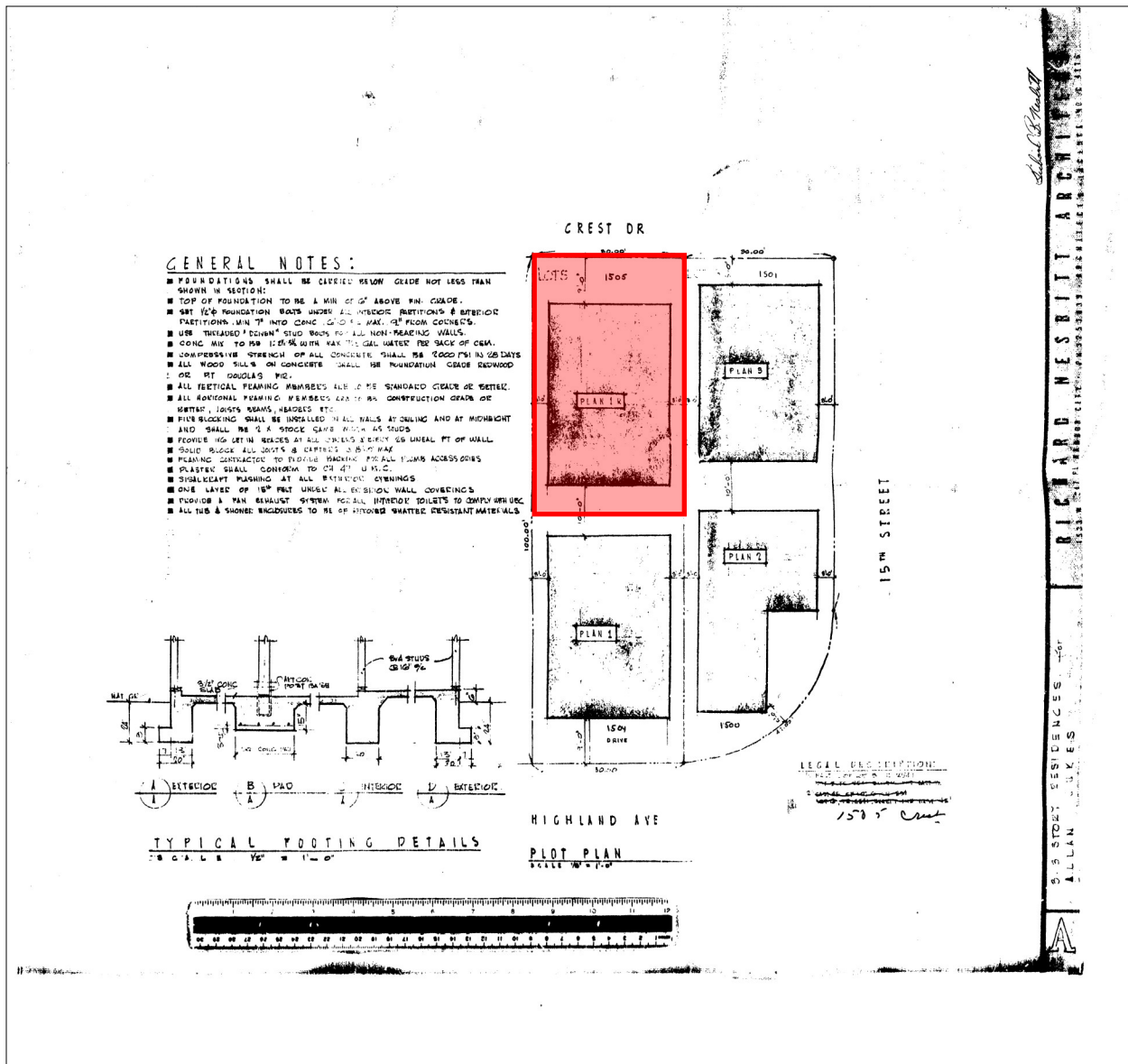
Photo 13: 1505 Crest Drive, interior, third floor loft, view southeast (source: Zach Kluckxon, 2021)



Photo 14: 1505 Crest Drive, interior, third floor bedroom, view southeast (source: Zach Kluckxon, 2021)

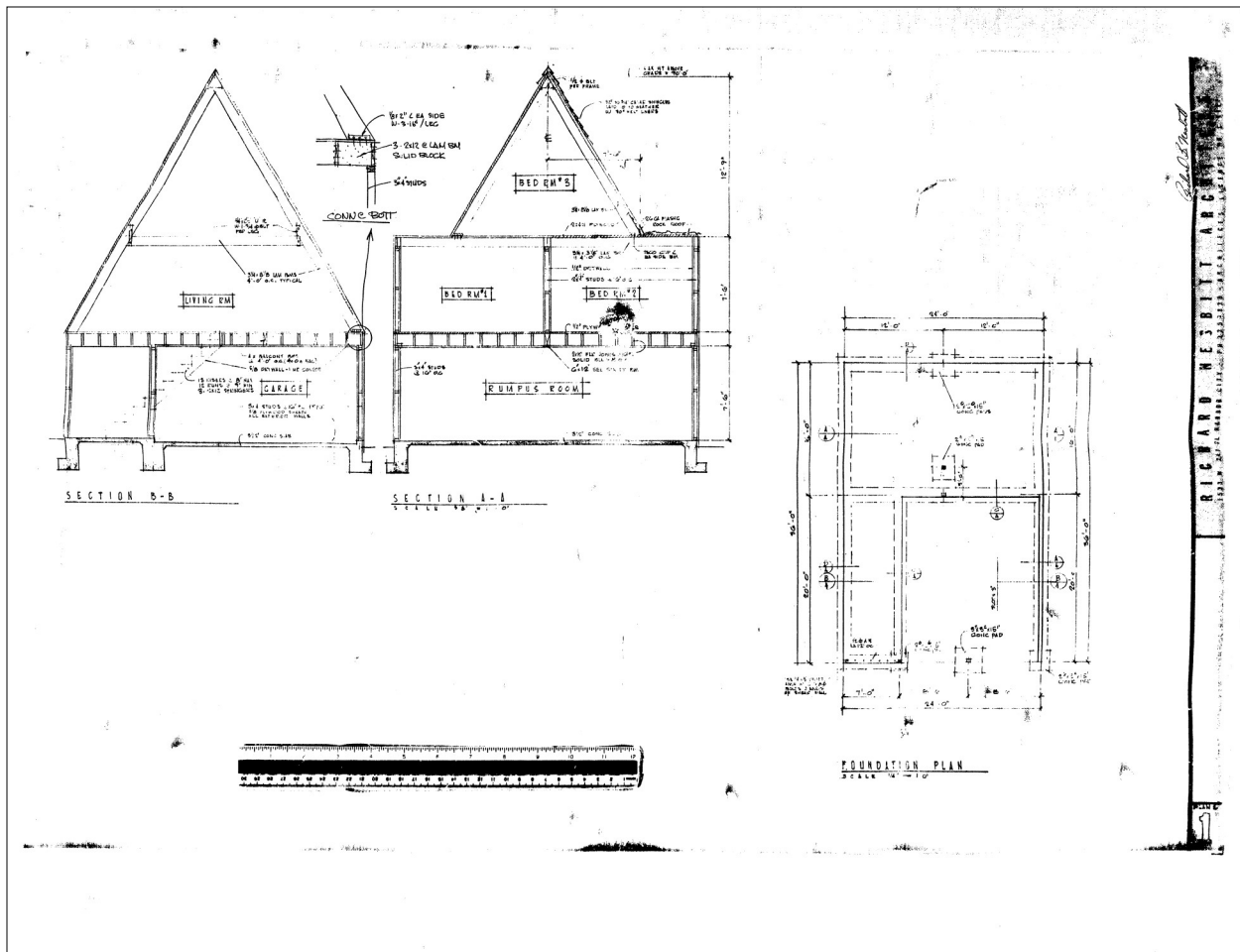


Photo 15: 1505 Crest Drive, interior, first floor rumpus room, view south (source: Zach Kluckxon, 2021)



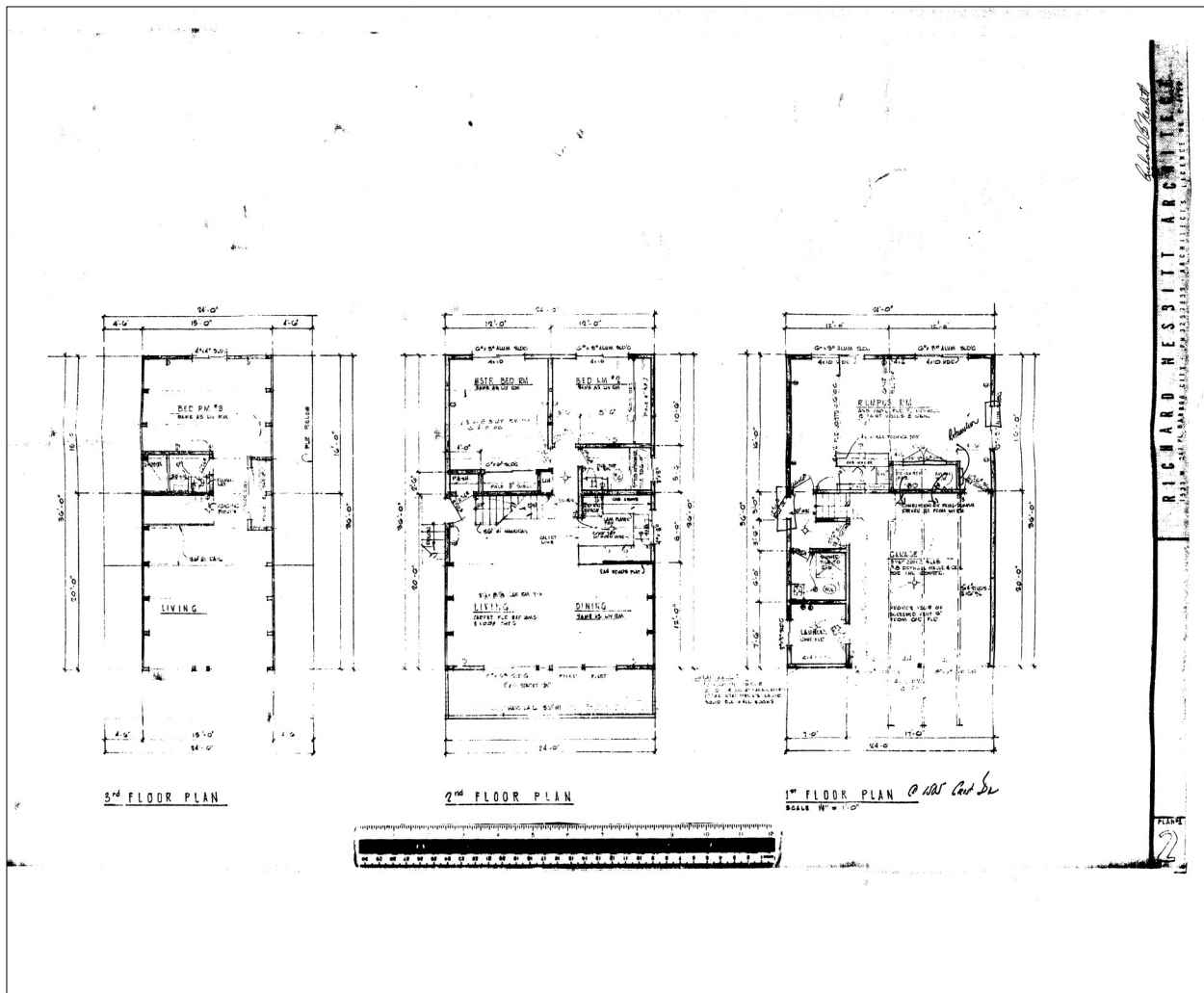
Drawing 1: Cover sheet for four properties developed by Bill Jukes, prepared by Richard Nesbitt, 1505 Crest Drive highlighted red above

1505 Crest Drive
 City of Manhattan Beach Historic Landmark Nomination
 Attachment 3: Drawings



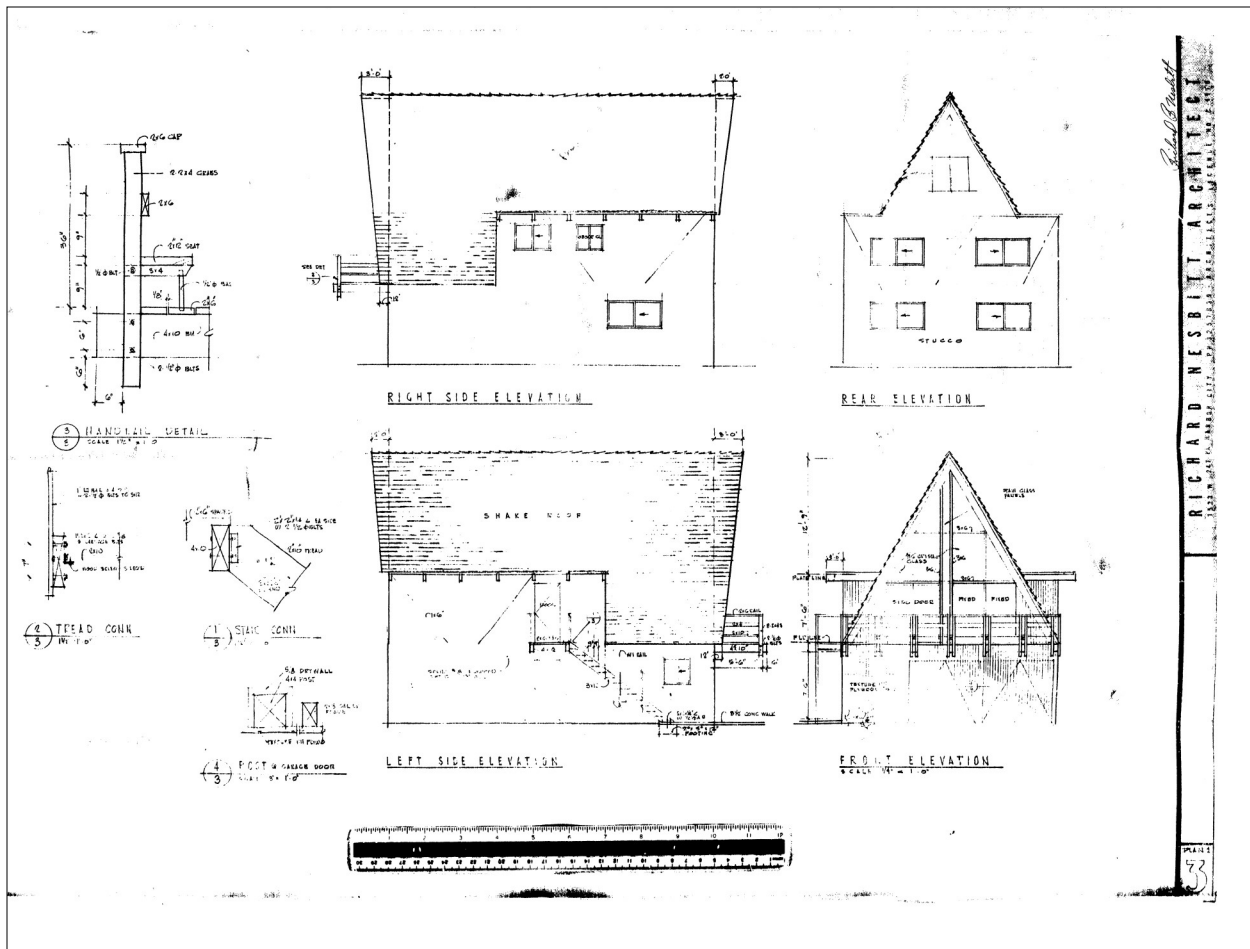
Drawing 2: Sections and foundation plans for 1505 Crest Drive

1505 Crest Drive
 City of Manhattan Beach Historic Landmark Nomination
 Attachment 3: Drawings



Drawing 3: Floor plans for 1505 Crest Drive

1505 Crest Drive
 City of Manhattan Beach Historic Landmark Nomination
 Attachment 3: Drawings



Drawing 4: Elevations and details for 1505 Crest Drive



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

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CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Introduction

The City of Manhattan Beach adopted and established several incentives for historic properties under the authority of a State enabled program known as the Mills Act (California Government Code, Article 12, Sections 50280-50290). The City may enter into Mills Act Contracts with qualifying owners who agree to rehabilitate, restore, maintain, and preserve the property according to the Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and any applicable local codes and policies. This is a summary guiding the application process; the complete regulations can be found in Resolution No. 18-0034 adopted on March 20, 2018.

Purpose

The purpose of a Mills Act Contract is to incentivize the restoration, rehabilitation, and maintenance of historic properties.

Upon submitting for landmark designation, a property owner may apply concurrently for a Mills Act Contract. The Mills Act Contract is an agreement between the City of Manhattan Beach and the owner of a designated historic landmark who agrees to rehabilitate, restore, maintain, and preserve the property. The property owner may benefit from a reduction in property taxes, which will be used to offset the costs to comply with the Standards, while the benefit to the City is the preservation of a significant historic resource and investment in rehabilitation of housing. A Mills Act Contract requires that the County Tax Assessor's Office assess the value of the landmark based on its current income potential, rather than future development potential.

Term of Contract

Mills Act Contracts extend for a period of ten (10) years and are renewed automatically each year on the anniversary of the contract. After the initial ten (10) years, a new "Rehabilitation, Restoration, and Maintenance Plan" must be submitted. The rights and obligations of the contract are also binding upon all successive owners of the property during the life of the contract. To end the contract, either the City or Property Owner may submit a notice of non-renewal which will terminate after ten (10) years from the time the non-renewal is approved. Immediate cancellation of the contract by either the City or property owner requires a public hearing and will result in the immediate termination of the contract and a penalty equal to 12½ percent of the assessed market value of the property.

Tax Assessment Value

A Mills Act Contract provides the potential for property tax reduction. Each property varies according to its income-generating potential and current assessed value. There is a property valuation threshold in place to ensure the revenue loss for the City is minimized. Therefore, properties with assessed values higher than the threshold must have exceptional circumstances and undergo more rigorous scrutiny of the property's need for the property tax subsidy. The threshold for assessed values are:

- \$5,000,000 for Single-Family Residential properties, Multi-Family Residential properties, or Commercial Properties



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Review Procedures

A Mills Act Contract is an incentive that is granted by the City Council following a review and recommendation by the Planning Commission. The property owner can submit the Mills Act Contract concurrently with a Historic Landmark application. The process is:

1. **Pre-Application Meeting:** Prior to submitting an application for either designation, Mills Act, or both, the property owner will have a pre-application review meeting with City staff. The purpose of the pre-application review meeting is to confirm that the property qualifies for the program and to ensure that the application submittal requirements, and the mandatory terms of the Mills Act Contract are understood. The Pre-Application Meeting will include a site visit.
2. **Application Submittal:** The application is submitted to the Community Development Department and includes information on the proposed "Rehabilitation, Restoration, and Maintenance Plan"; drawings; samples; "Estimated Property Tax Information"; photographs; and any other materials or studies needed.
3. **Application Review:** City staff and the historic preservation consultant will review the submitted materials and determine if the application is complete and may schedule a meeting with the applicant to discuss details of the proposal. The application will be scheduled for review before the advisory body or the historical preservation consultant. The restoration plan for the property will be reviewed in conjunction with the Mills Act Contract Application. In addition to tasks identified on the restoration plan, there may be other conditions of approval (e.g. completion of an electrical safety inspection and placing an historic landmark plaque on the house within two years). A seismic retrofit may need to be completed within 10 years of approval of the Mills Act Contract.
4. **Planning Commission Recommendation:** The Mills Act Application will be considered by the Planning Commission, which would make a recommendation to the City Council.
5. **City Council Action:** The City Council will make the final decision on the application.
6. **Contract Execution and Recordation:** If approved by the City Council, the City will execute the contract and forward it to the County Recorder's office for recordation. The recorded copy will be returned to the City for submission to the County Tax Assessor's office for implementation. The Los Angeles County Assessor is responsible for calculating property tax reductions. The County Assessor reassesses Mills Act properties once a year. The property owner will be required to pay contract management fees in the amount of \$1,500. This fee will be collected every 10 years for the life of the contract.
7. **Reporting:** Biannual reporting on the accomplished and/or progress of the Maintenance Plan will be submitted to the City.

Once a property is designated a historic landmark, all changes to the exterior of structures on the property are subject to the approval of a Certificate of Appropriateness by the Historic Preservation Commission.

To grant approval of a Mills Act Contract Application, the City Council must make the following findings:

1. The Mills Act Contract will serve to compensate for the cost of rehabilitating and/or maintaining the historic landmark. The submission of the application and the required documentation will provide the basis to make this finding.
2. The rehabilitation of the historic landmark will occur in conjunction with the use of the Mills Act Contract and that it will not impair the architectural, historic or aesthetic integrity of the historic landmark.



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Application Submittal Requirements

1. Complete and signed application form (attached)
2. "Rehabilitation, Restoration, and Maintenance Plan" for proposed changes (attached)
3. Estimated Property Tax Calculation (attached)
4. Copy of grant deed
5. Copy of the most recent tax bill
6. Photographs of the Property



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Mills Act Application

Property Information	
Address of Property:	1505 Crest Drive, Manhattan Beach, CA 90266
Legal Description:	The East one-half of Lot 5, in Tract 2541, in the City of Manhattan Beach, County of Los Angeles, State of California, as per map recorded in Book 24, Page 86 of Maps, in the office of the County Recorder of said county
Assessor Identification No.:	417 001 037 21
Date of Purchase by Current Owner:	November 4, 2020
Building size (sq. ft.):	1675
Assessed Value:	\$1,804,500
Property Taxes Paid to Date? (Check One):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Use Category:	<input checked="" type="checkbox"/> Single Family House <input type="checkbox"/> Multi Family/Commercial

Property Owner Information (please use legal name/s, as appears on deed)	
Owner Name(s):	Julie Anderson Trust & Amy Dantzler Trust
Address:	2451 Solar Drive, Los Angeles, CA 90046
Phone Number:	310-480-6767/ 310-877-8361
Email:	drjulieanderson6767@gmail.com/ amy.dantzler@gmail.com

Has the building been seismically retrofitted (e.g. bolted to the foundation)? ☒ Yes ☐ No

If so, provide written documentation such as a building permit or contractor/inspector certification.

Note: Seismic retrofitting is a standard condition for all historic landmarks with a Mills Act Contract. This requirement must be completed within 10 years of approval of the Contract.

Additional Information must be submitted with this application:

- ☒ Copy of the current Grant Deed with the property's legal description.
- ☒ Copy of the most recent tax bill.
- ☒ Rehabilitation, Restoration, and Maintenance Plan for proposed changes (window replacement, wood trim work, etc.). (Plan and timeline with itemized cost estimate of work)
- ☒ Photographs of the Property
- ☒ Estimated Property Tax Calculation

I hereby certify that I am the present owner of the subject property described above and that I have reviewed the subject application and apply for consideration for a Mills Act Contract. I further understand that a Mills Act Application does not result in an automatic entitlement and each application is evaluated on its own merits on its historical significance and inclusion in the City's program.

Owner's Signature:	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; border-radius: 10px; padding: 2px; font-size: x-small; margin-right: 5px;">DocuSigned by:</div> </div> <div style="font-size: x-small; margin-top: 2px;">9B35D782C8CD474...</div>	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; border-radius: 10px; padding: 2px; font-size: x-small; margin-right: 5px;">DocuSigned by:</div> </div> <div style="font-size: x-small; margin-top: 2px;">61355F7D35B1409...</div>	Date: 1/30/2022
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CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

SAMPLE- Rehabilitation, Restoration, and Maintenance Plan

Please use this form for your rehabilitation, restoration and maintenance plan and timeline. Copy this form as necessary to include all work items that apply to your property. *After the initial ten (10) year period, a new "Rehabilitation, Restoration, and Maintenance Plan" must be submitted.* Most applications will have more than four work items in their work plan. You may also prepare a separate list of rehabilitation work proposed, provided all of the information below is included. Include all proposed exterior and interior work (including electrical, plumbing, etc.) to be completed within the next ten years. Please complete all requested information on this form. Formal quotes are not required for all items but staff may request documentation of stated costs upon review.

	Contract Year	Building Feature	Proposed Work/Task	Est. Cost
1.	2019	Exterior walls and trim	Scrape, surface preparation, repaint entire exterior	\$ 8,500
2.	2020	Windows	Replace broken glass, scrape, surface preparation, repaint, re-caulk, repair all windows on front and south elevations. Replace jalousie window at kitchen with new double-hinge.	\$ 7,300
3.	2022	Plumbing	Replace water pipes to house, replace kitchen plumbing and sink fixtures	\$ 3,220
4.	2024	Re-roof	Re-roof entire house with new composition shingles.	\$ 9,220
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
TOTAL COST:				\$ 28,220



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Rehabilitation, Restoration, and Maintenance Plan

Please use this form for your rehabilitation, restoration and maintenance plan and timeline. Copy this form as necessary to include all work items that apply to your property. *After the initial ten (10) year period, a new "Rehabilitation, Restoration, and Maintenance Plan" must be submitted.* Most applications will have more than four work items in their work plan. You may also prepare a separate list of rehabilitation work proposed, provided all of the information below is included. Include all proposed exterior and interior work (including electrical, plumbing, etc.) to be completed within the next ten years. Please complete all requested information on this form. Formal quotes are not required for all items but staff may request documentation of stated costs upon review.

	Contract Year	Building Feature	Proposed Work/Task	Est. Cost
1.		SEE ATTACHED SCHEDULE A		\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
				TOTAL COST: \$



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

SAMPLE- Estimated Property Tax Calculation

The following is an example showing the possible tax benefits to the historical property owner of an owner-occupied single-family dwelling. THIS IS ONLY A SAMPLE. Your reduced property tax under a Mills Act contract is not guaranteed to match this calculation because some figures are determined at the discretion of the assessor. The parties to a historical property agreement may stipulate a minimum annual income to be capitalized, in which case the income to be capitalized may not be less than the stipulated amount.

INCOME OF PROPERTY

	Potential Monthly Rental Income	\$7,000
		x 12 months
1	Potential Annual Rental Income =	\$84,000

Even if the property is owner-occupied, the County Assessor's Office uses a state-mandated reassessment formula based on "capitalization income" rather than simple "market value." Remember to include all potential sources of income (i.e. filming, advertising, etc.).

ANNUAL EXPENSES

	Insurance	
	Utilities	
	Maintenance	
	Other	
2	Total expenses	\$16,800

Approximately 20% of Line 1

Ex) Fire, liability, water, gas, electric, gardening, cleaning, security

Mortgage payments and property taxes are **not** operating expenses.

NET OPERATING INCOME

	Line 1	\$84,000
		-
	Line 2	\$16,800
		=
3	Net Operating Income	\$67,200

Interest component is determined by the State Board of Equalization by September of the year preceding the assessment year and is based on the effective rate on conventional mortgages as determined by the Federal Home Loan Bank Board. 2018's assessment is 4.00 percent.

CAPITALIZATION RATE

	Interest Component	4%
	Historic Property Risk	4%
	Amortization Component	3.5%
	Property Tax Component +	1%
4	Capitalization Component	12.50%

4% - single family

The land is a non-depreciating asset so the amortization is adjusted. Estimate the percentage of total property value attributable to improvements, multiplied by the reciprocal of the remaining life of improvements. Wood frame is typically 20 years, masonry is typically 50 years.

If 70% of the property value is attributed to improvements, and the life of the improvement is 20 years, use $70\% \times 1/20 = 3.5\%$.

The Property Tax Component (Post-Prop. 13) is fixed component of 1%.

TAXES

	Line 3	\$67,200
		÷
	Line 4	12.50%
		=
5	Mills Act Assessment	\$537,600.00
		x
	Mills Act property tax: 1%	0.01
		=
6	Tax under Mills Act	\$5,376.00
	Current Property Tax	\$23,672
		-
	Line 6	\$5,376.00
		=
	Tax Savings to Owner	\$18,296.00

Pre Mills Act; Assessed value x .01



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Estimated Property Tax Calculation

The following is an example showing the possible tax benefits to the historical property owner of an owner-occupied single-family dwelling. THIS IS ONLY A SAMPLE. Your reduced property tax under a Mills Act contract is not guaranteed to match this calculation because some figures are determined at the discretion of the assessor. The parties to a historical property agreement may stipulate a minimum annual income to be capitalized, in which case the income to be capitalized may not be less than the stipulated amount.

INCOME OF PROPERTY

	Potential Monthly Rental Income	\$ 7,500
		x 12 months
1	Potential Annual Rental Income =	\$ 90,000

Even if the property is owner-occupied, the County Assessor's Office uses a state-mandated reassessment formula based on "capitalization income" rather than simple "market value." Remember to include all potential sources of income (i.e. filming, advertising, etc.).

ANNUAL EXPENSES

	Insurance	
	Utilities	
	Maintenance	
	Other	
2	Total expenses	\$ 18,000

Approximately 20% of Line 1
Ex) Fire, liability, water, gas, electric, gardening, cleaning, security
Mortgage payments and property taxes are **not** operating expenses.

NET OPERATING INCOME

	Line 1	\$ 90,000
		-
	Line 2	\$ 18,000
		=
3	Net Operating Income	\$ 72,000

Interest component is determined by the State Board of Equalization by September of the year preceding the assessment year and is based on the effective rate on conventional mortgages as determined by the Federal Home Loan Bank Board. 2018's assessment is 4.00 percent.

CAPITALIZATION RATE

	Interest Component	4%
	Historic Property Risk	4%
	Amortization Component	4 %
	Property Tax Component +	1%
4	Capitalization Component	13%

4% - single family

The land is a non-depreciating asset so the amortization is adjusted. Estimate the percentage of total property value attributable to improvements, multiplied by the reciprocal of the remaining life of improvements. Wood frame is typically 20 years, masonry is typically 50 years.
If 70% of the property value is attributed to improvements, and the life of the improvement is 20 years, use $70\% \times 1/20 = 3.5\%$.

TAXES

	Line 3	\$ 72,000
		÷
	Line 4	13 %
		=
5	Mills Act Assessment	\$ 553,846
		x
	Mills Act property tax: 1%	0.01
		=
6	Tax under Mills Act	\$ 5,538
	Current Property Tax	\$ 20,675
		-
	Line 6	\$ 5,538
		=
	Tax Savings to Owner	\$ 15,137

The Property Tax Component (Post-Prop. 13) is fixed component of 1%.

Pre Mills Act; Assessed value x .01



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Recording Request By
City of Manhattan Beach
Planning Division

WHEN RECORDED MAIL TO

NAME **City of Manhattan Beach**
 City Clerk

MAILING **_____**
ADDRESS

CITY, STATE **Manhattan Beach, CA 90266**
ZIP CODE

Space Above this Line Reserved for Recorder's Use / Exempt from Filing Fee Pursuant to Gov't Code § 27383

MILLS ACT CONTRACT



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

MILLS ACT CONTRACT

BY AND BETWEEN THE CITY OF MANHATTAN BEACH,
A MUNICIPAL CORPORATION, AND

FOR THE PRESERVATION AND BENEFIT OF THE
DESIGNATED HISTORIC PROPERTY LOCATED AT

Manhattan Beach, CA 90266



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

CITY OF MANHATTAN BEACH MILLS ACT AGREEMENT HISTORICAL PROPERTY PRESERVATION CONTRACT

THIS AGREEMENT is made and entered into this _____ by and between the CITY OF MANHATTAN BEACH, a municipal corporation (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Owners").

RECITALS

(i) 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 as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the street address _____, Manhattan Beach, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit A and is incorporated herein by this reference;

(iii) On March 20, 2018, the City Council of the City of Manhattan Beach adopted Resolution No. 18-0034 (attached and incorporated by reference as Exhibit "C") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Chapter 10.86 of the Manhattan Beach Municipal Code and vesting the City with authority to enter into historic property contracts with property owners; and

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on _____ 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.



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

2. RENEWAL.

(a) AUTOMATIC RENEWAL. Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as “annual renewal date”), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in paragraph 3 of this Agreement.

(b) NOTICE OF NONRENEWAL. If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of non-renewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of non-renewal.

(c) EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

4. STANDARDS FOR HISTORIC PROPERTY. During the term of this agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

(a) PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit B, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City’s Historic Preservation Ordinance, requiring owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the Historic Property to maintain its historic and cultural significance.

(b) RESTORATION OF PROPERTY. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United State Secretary of the Interior’s Standards for Rehabilitation, and the State Historical Building Code, and the City of Manhattan Beach.



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

(c) **INSPECTIONS.** Owner shall allow for an inspection of the interior and exterior of the Historic Property by the City, prior to a new agreement, and every five years thereafter, to determine Owner's compliance with the terms and provisions of this Agreement.

(d) **REPORTING.** Biannual reporting on the accomplished and/or progress of the Maintenance Plan will be submitted to the City.

5. **PROVISION OF INFORMATION.** Owner shall furnish the City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

6. **CANCELLATION.** City, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in paragraph 4 of this Agreement. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

(a) **CANCELLATION FEE.** In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the county auditor in the time and manner prescribed by the County Auditor. As an alternative to cancellation of the contract for breach of any conditions, the City, or landowner that is a party to the contract may bring any action in court necessary to enforce a contract, including, but not limited to, an action to enforce the contract by specific performance or injunction.

(b) **OPPORTUNITY TO CURE.** In lieu of and/or in addition to any provisions to cancel the agreement as referenced herein, City may specifically enforce or enjoin the breach of the terms of this agreement. In the event of a breach by Owner under the provisions of this agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall thereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach.

(c) **CITY ACTION UPON OWNER FAILURE TO CURE.** 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



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

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.

7. **DESTRUCTION:** 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.

8. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.

9. **WAIVER.** City does not waive any claim or 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 City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions 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 Owner's successors and assigns in title or interest to the Historic Property.



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Each and every contract, deed or other instrument hereinafter executed, governing 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.

11. 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 it restricts development of the Historic Property. 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 cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

12. NOTICE. 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, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of MANHATTAN BEACH
Department of Community Development
1400 Highland Avenue
Manhattan Beach, CA 90266
ATTENTION: Historic Preservation

Owner: _____

Manhattan Beach, CA 90266

13. 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 them to be considered joint ventures or members of any joint enterprise.

14. INDEMNITY OF CITY. 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 such 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



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

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.

15. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to 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.

16. LEGAL COSTS. 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.

17. SEVERABILITY. 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.

18. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California.

19. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agrees to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

20. RECORDATION. No later than sixty (60) days after the parties execute this Agreement, the owner or agent of owners shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

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

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

CITY OF MANHATTAN BEACH

BY:

Bruce Moe, City Manager

City of Manhattan Beach

ATTEST:

APPROVED AS TO FORM:

Liza Tamura, City Clerk

City of Manhattan Beach

Quinn Barrow, City Attorney

City of Manhattan Beach

OWNERS

BY:

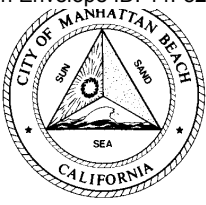
Dated _____

Owner

Dated _____

Owner

Note: City and Owner(s) signatures must be notarized by a Notary Public.



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

Exhibit A: Legal Description

Exhibit B: Secretary of the Interior's Standards for Rehabilitation

Exhibit C: Resolution No. 18-0034



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]



CITY OF MANHATTAN BEACH MILLS ACT APPLICATION PACKET

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.
7. 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.

RESOLUTION NO. 18-0034

A RESOLUTION OF THE MANHATTAN BEACH CITY
COUNCIL RE-ESTABLISHING A MILLS ACT PROGRAM
INCLUDING DEVELOPMENT OF AN APPLICATION
PROCESS, REVIEW PROCEDURES, AND REQUIRED
CONTRACT PROVISIONS FOR IMPLEMENTATION OF
THE ACT IN THE CITY

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS AND RESOLVES AS
FOLLOWS:

Section 1. On October 7, 2014, the City Council adopted Resolution No. 14-0062 implementing a Mills Act Pilot Program for the City to incentivize the preservation, maintenance, and rehabilitation of historic properties through property tax reductions. The Program expired on October 7, 2016. No Mills Act applications were received during the Program.

Section 2. On March 20, 2018, the City Council discussed and considered a new Mills Act Program. The City Council considered written and oral reports by City staff, and comments from the public.

Section 3. A Mills Act Program would provide property tax reductions to property owners who agree to invest in the preservation and rehabilitation of qualifying historic properties. Pursuant to Government Code Section 50280 et seq. ("the Mills Act"), the City Council may establish a program and enter into a historical property preservation agreements ("Preservation Agreement") with owners of a historic properties for the purposes of preservation, rehabilitation, and maintenance of a designated historic resource in accordance with the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and applicable City codes ("Mills Act Program"). The Preservation Agreement allows the owner to receive a reduction in property taxes in exchange for the property owner's commitment to repair, restore, rehabilitate, and/or maintain the historic property.

Section 4. The preservation and rehabilitation of historic properties would enhance the character of Manhattan Beach by retaining the City's sense of place and continuity with the community's past. As a matter of public policy, the identification, designation, preservation, enhancement, perpetuation and use of improvements, buildings and structures within the City that reflect special elements of the City's cultural, historical, agricultural, architectural, artistic, educational, or economic heritage is in the interest of the health, economic prosperity, cultural enrichment and general welfare of the people. Preservation of historic resources is an important aspect of tourism. By encouraging property owners to maintain and restore historic buildings and landscapes, the City is preserving its history and supporting the local economy. Preservation Agreements would benefit residential neighborhoods, businesses, community pride, and regional image.

Section 5. The Mills Act Program is consistent with the General Plan because the City's General Plan Land Use Element includes policies related to preserving resources that represent the City's history and culture or contribute to the City's special character and unique identity. Specifically, General Plan Policies LU-1.1, LU-2.3, LU-4.4, LU-4.5, and LU-4.6, focus on protecting and preserving the City's significant historic character of homes and residential neighborhoods.

Section 6. The Manhattan Beach Municipal Code has established procedures for identifying and designating historic resources. The Historic Preservation Code (Manhattan Beach Municipal Code Chapter 10.86) is intended to identify buildings, structures, and sites that are of particular historic or cultural significance and define the City's heritage and historic development. The Planning Commission ("Commission") is designated to serve in an advisory capacity to the City Council on the preservation of historic and cultural landmarks. In this capacity, the Commission, Historical Preservation Consultant and the Community Development Department, which is the department that supports the Commission and Historical Consultant, are positioned to administer City programs for rehabilitating, restoring, maintaining and preserving historic structures, including a Mills Act Program.

Section 7. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City environmentally evaluated the establishment of a Mills Act Program. The Mills Act Program establishes a property tax reduction for property owners that rehabilitate, restore, maintain, and preserve properties that are determined to be of historic significance. The establishment of a Mills Act Program does not authorize any new development or construction of buildings, nor does it authorize any new land uses. The program encourages the continued use of existing structures and the continuance of existing land uses. For these reasons it can be seen with certainty that the Mills Act Program will not result in any significant adverse impact on the environment. Thus, the establishment of the Program is exempt from the CEQA environmental review requirements pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations ("CEQA Guidelines"). Further, the Mills Act Program is categorically exempt from environmental review pursuant to section 15331 of the CEQA Guidelines, which exempts projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings in that it is a program that encourage the preservation and maintenance of historic resources in exchange for property tax reductions. In addition, the Program is categorically exempt from CEQA, pursuant to CEQA Guidelines Section 15308 because it is an action by a regulatory agency (the City) to maintain, restore and protect the environment through protection of historical resources in the community and does not authorize construction or relaxed standards that would degrade the environment.

Section 8. A "qualified historic property" for the purposes of the Manhattan Beach Mills Act Program shall be defined as:

- a. A single-family residential property, a multi-family residential property or a commercial property with a tax assessed value not exceeding \$5 million dollars, unless exempted from the maximum tax assessed value through exceptional circumstances;
- b. Located entirely within the City of Manhattan Beach;

- c. Privately owned;
- d. Not exempt from property taxation; and
- e. Individually listed by the City of Manhattan Beach as an official Historic Resource.

Section 9. To limit any fiscal impact of the Mills Act Program, the City's annual loss of property tax revenues resulting from the Program shall not exceed \$50,000 each year. To further limit any fiscal impact, the City of Manhattan Beach shall not enter into or execute more than three preservation agreements per calendar year. To further limit unanticipated potential losses to property tax revenue, contracts executed under the Mills Act Program shall specify that the City has full right to cancel the contract, on an annual basis, the first year and every year thereafter, pursuant to Government Code Section 50280. To encourage participation by various property owners, the City may establish a means of accepting applications to the Mills Act Program that ensures that both commercial and residential property owners have an opportunity to participate.

Section 10. The City Council may consider increases to the cap on tax assessed value in Section 8(a) of this Resolution and the limit on annual property tax revenue loss in Section 9 of this Resolution, including based upon the Consumer Price Index.

Section 11. The City Council hereby delegates to the Director of Community Development or his or her designee, with review by the City Attorney, the authority and responsibility to develop, maintain, and amend, as necessary, an application, administrative guidelines, and forms of Preservation Agreements for properties seeking qualification and participation in the Mills Act Program. The Director of Community Development or his or her designee shall, as necessary, establish priority consideration criteria whereby such criteria shall be used to rank applications in terms of the preservation and rehabilitation needs of each property and prioritize selection of applications. The Director of Community Development or his or her designee shall also report on an annual basis to the City Council the number of Mills Act preservation agreements executed and the effectiveness of the Mills Act Program. The terms of the

Preservation Agreement shall comply with Government Code Section 50280 et seq. The maintenance, repair, rehabilitation, and/or restoration standards applicable to the subject property shall be set forth in the Preservation Agreement. In consideration of abiding with the terms of the Preservation Agreement, the owner of the subject property shall be entitled to qualify for a reassessment of the historic property pursuant to State Revenue and Taxation Code Section 439 et seq.

Section 12. The City Council hereby delegates to the Planning Commission the authority and responsibility to review and make recommendations to the City Council on applications submitted pursuant to the Mills Act Program. The City Council shall be the final authority on the authorization and approval of Preservation Agreements pursuant to the Mills Act Program.

Section 13. Preservation Agreements will have a minimum contract term of 10 years, with automatic one-year renewals, to be recorded against title to the property and running with the land. Owners shall maintain the regulated characteristics of historical significance of the historic property in accordance with the rules and regulations of the State Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and any applicable local codes and policies. Owners must allow reasonable periodic examination of the interior and exterior of the premises if a request is made by representatives of the County Assessor, State Office of Historic Preservation Department of Parks and Recreation, the State Board of Equalization, and/or the City's Community Development Director or his or her designee to determine the owner's compliance with the Preservation Agreement. No Preservation Agreement may be cancelled without compliance with Government Code Section 50280 et seq.

Section 14. The City Council shall establish fees for the processing of applications for Preservation Agreements and other matters required by the Mills Act Program, as legally permissible by State and local law.

Section 15. The record of proceedings for establishment of the City's Mills Act Program is maintained by the City as part of the official records of the Community Development Department at 1400 Highland Avenue, Manhattan Beach, California, 90266.

Section 16. A Mills Act Program is hereby established based on the parameters included in this resolution to implement the State of California Mills Act in the City.

Section 17. The City Clerk shall certify to the adoption of the Resolution.

ADOPTED on March 20, 2018.

AYES: Lesser, Montgomery, Hersman, Napolitano and Mayor Howorth.
NOES: None.
ABSENT: None.
ABSTAIN: None.

ATTEST:



LIZA TAMURA
City Clerk


AMY HOWORTH
Mayor