

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at (310) 618-2780. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28CFR35.102-35.104 ADA Title II]

The Historic Preservation Commission is an advisory body to the City Council that meets on the third Thursday of each month at 6:30 p.m. All meetings are open to the public. Agendas, staff reports, and minutes are available for review on the City webpage at www.TorranceCA.gov/Historic-Preservation-Commission-Agendas-Minutes. For further information, contact the Planning Division of the Community Development Department at (310) 618-5990.

Written comments and handout material may be submitted via email to HistoricPreservationCommission@TorranceCA.Gov. Comments must include in the subject line "Public Comment" and the record number and project address. Comments must be pertinent to the agenda item and must not include personal remarks. All personal signatures, personal addresses, personal telephone numbers and personal email addresses must be omitted or will be redacted. Repetitive comments and/or duplicate copies of petitions and flyers are neither necessary nor helpful.

Comments that are submitted no later than 5:00pm on Tuesday one week before the meeting will be attached to the agenda item and posted on the City webpage. Comments that are submitted no later than 5:00pm on Wednesday the day before the meeting will be included as a supplemental agenda item and will be posted on the City webpage on the day of the meeting. Comments that are submitted after 5:00pm on Wednesday the day before the meeting will be filed with the public record.

**TORRANCE HISTORIC PRESERVATION COMMISSION AGENDA
WEST ANNEX COMMISSION MEETING ROOM CITY HALL
3031 TORRANCE BOULEVARD
TORRANCE CA, 90503
THURSDAY, FEBRUARY 19, 2026
REGULAR MEETING
6:30 PM**

**HISTORIC PRESERVATION COMMISSION MAY TAKE ACTION ON ANY ITEM
LISTED ON THE AGENDA**

1. CALL MEETING TO ORDER

ROLL CALL: Commission Members: Griffiths, G. Higginbotham, Schwartz, Trivelli, Weideman, and Chair M. Higginbotham

2. FLAG SALUTE: Commissioner G. Higginbotham

3. REPORT OF THE STAFF ON THE POSTING OF THE AGENDA

The agenda was posted on the Public Notice Board at 3031 Torrance Bl. and on the City's Website on Wednesday, February 11, 2026.

4. ANNOUNCEMENT OF WITHDRAWN, DEFERRED, AND/OR SUPPLEMENTAL ITEMS

5. ORAL COMMUNICATIONS #1 (Limited to a 30 minute period)

This portion of the meeting is reserved for comments on items not on the agenda or on topics of interest to the general public. Under the Ralph M. Brown Act, Commissioners cannot act on items raised during public comment, but may respond briefly to statements made or questions posed; request clarification; or refer the item to staff. Speakers under this Public Comment period will have no longer than 2 minutes per speaker.

6. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed by a Commissioner from the Consent Calendar and considered separately.

6A. Approval of Minutes: January 15, 2026

7. ADMINISTRATIVE MATTERS

7A. Community Development – Consider a Mills Act Contract (HPC25-00007) for Historic Landmark #4: FRANCES MCCUTHON

Recommendation of the Community Development Director that the Historic Preservation Commission:

1. Determine that this item is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331 – Historic Resource Restoration/Rehabilitation; and
2. Recommend that the City Council enter into a Mills Act Contract (HPC25-00007) for an existing single-family residence on property located in the Single-Family Residential (R-1) Zone, Torrance Tract Overlay at 1504 Acacia Avenue (APN 7355-010-018).

8. HEARINGS - NONE

Speakers under this Public Hearing period will have no longer than 2 minutes per speaker. Applicants are allowed up to a 10-minute presentation, followed by comments from members of the public, followed by up to a 5-minute response by the Applicant.

9. COMMISSION ORAL COMMUNICATIONS

10. ADJOURNMENT

10A. Adjournment of Historic Preservation Commission Meeting to Thursday, March 19, 2026, at 6:30 p.m. in the West Annex Commission Meeting Room City Hall.



**MINUTES OF REGULAR MEETING OF THE
TORRANCE HISTORIC PRESERVATION
COMMISSION**

1. CALL MEETING TO ORDER

The Torrance Historic Preservation Commission convened in a regular session at 6:30 PM on Thursday, January 15, 2026, in the West Annex Commission Meeting Room 3031 Torrance Boulevard.

ROLL CALL

Present: Commissioners Griffiths, G. Higginbotham, Schwartz, Trivelli, Weideman and Chair M. Higginbotham

Absent: None

Also Present: Planning Manager Oscar Martinez, Planning Associate Kevin Joe, Planning Assistant Brice Kennedy and Community Development Director Michelle Ramirez.

2. FLAG SALUTE

The Pledge of Allegiance was led by Commissioner Griffiths.

3. REPORT OF STAFF ON THE POSTING OF THE AGENDA

Planning Manager Martinez reported that the agenda was posted on the Public Notice Board at 3031 Torrance Boulevard on Thursday, January 8, 2026.

4. ANNOUNCEMENT OF WITHDRAWN, DEFERRED, AND/OR SUPPLEMENTAL ITEMS

None

5. ORAL COMMUNICATIONS

None

6. CONSENT CALENDAR

6A. Approve Commission Minutes: November 20, 2025.

MOTION: Commissioner Weideman moved to approve November 20, 2025 minutes. Commissioner G. Higginbotham seconded the motion; a roll call vote reflected 6-0 approval.

7. ADMINISTRATIVE MATTERS

7A. COMMUNITY DEVELOPMENT – REVIEW AND FINALIZE THE 2025 HISTORIC PRESERVATION COMMISSION ANNUAL REPORT FOR ACCEPT AND FILE

Recommendation of the Community Development Director that the Historic Preservation Commission: Review and finalize the 2025 Historic Preservation Commission Annual Report for accept and file and forward to City Council for accept and file.

Planning Assistant Kennedy introduced and presented the item.

Commission discussed the item and asked questions.

No public comment.

MOTION: Commissioner Weideman moved to accept and file the 2025 Historic Preservation Commission Annual Report with the following revisions/additions; requested staff verify the number of Mills Contracts approved for 2025, requested the Commission meet with City Council to discuss improving the Commission, and Commissioner Griffiths requested his name be stated as Mike in the report, not Michael and to forward to City Council for approval. Commissioner Griffiths seconded the motion; a roll call vote reflected 6-0 approval.

8. **PUBLIC HEARINGS**

Commissioners G. Higginbotham, Schwartz and Chair M. Higginbotham all live within 500 ft. of the property in item #8A. Therefore, a roll of the dice determined who would remain on the dais during the Public Hearing. The dice roll went as follows; Chair M. Higginbotham rolled 8, Commissioner Schwartz rolled 7 and Commissioner G. Higginbotham rolled 6, therefore, M. Higginbotham remained on the dais and Commissioners G. Higginbotham and Schwartz left the dais.

8A. COMMUNITY DEVELOPMENT – CONDUCT PUBLIC HEARING AND ADOPT A RESOLUTION FOR THE APPROVAL OF THE HISTORIC LANDMARK DESIGNATION (HPC25-00005) FOR AN EXISTING SINGLE-FAMILY RESIDENCE LOCATED IN THE R-2 ZONE, TORRANCE TRACT OVERLAY ZONE AND SMALL LOT, LOW MEDIUM OVERLAY ZONE AT 2003 GRAMERCY AVENUE

Recommendation of the Community Development Director that the Historic Preservation Commission: conduct a Public Hearing, approve a Historic Landmark Designation request (HPC25-00005), adopt a **RESOLUTION** approving a Historic Landmark Designation request (HPC25-00005) for an existing single-family residence located in the R-2 Zone, Torrance Tract Overlay Zone and Small Lot, Low-Medium Overlay Zone at 2003 Gramercy Avenue (APN 7357-003-001, and determine that this item is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331 - Historic Resource Restoration/Rehabilitation.

Recommendation: Approval

Planning Associate Joe introduced and presented the item.

Megan Whalen, applicant and homeowner at 2003 Gramercy Avenue, gave a brief report.

Chair M. Higginbotham, Commissioner Trivelli, and Commissioner Weideman stated they have visited, walked by, and/or driven by the property and will make their decisions based on the evidence presented.

Commission discussed the item and asked questions of the applicant.

Commissioner Griffiths asked staff regarding the requirements A through G on page 2 of the staff report, noting that only one requirement is needed to consider the home for Historic Landmark Designation; staff stated that is correct.

Commissioner Weideman asked the applicant if she is considering applying for the Mills Act Program. Applicant replied yes, it is her intention to apply for the Mills Act Program.

Chair M. Higginbotham pointed out she believes this house is a good example of the historic homes in the neighborhood.

Consensus amongst the Commission was favorable for approving the application under discussion.

No public comment

MOTION: Commissioner Weideman moved to close the public hearing. Commissioner Griffiths seconded the motion; a roll call vote reflected 4-0 approval. (Recused: Commissioners G. Higginbotham and Schwartz)

MOTION: Commissioner Trivelli moved to approve a Historic Landmark Designation request (HPC25-00005). Commissioner Weideman seconded the motion; a roll call vote reflected 4-0 approval. (Recused: Commissioners G. Higginbotham and Schwartz)

Planning Associate Joe read by title only Resolution No. 2026-001: A Resolution of the Historic Preservation Commission of the City of Torrance, California, approving a Historic Landmark Designation request as provided for in Division 9, Chapter 1, Article 50 of the Torrance Municipal Code for property located in the R-2 Zone, Torrance Tract Overlay, and small-lot, low-medium overlay zone at 2003 Gramercy Avenue.

MOTION: Commissioner Griffiths moved to adopt Historic Preservation Commission Resolution No. 2026-001. Commissioner Weideman seconded the motion; a roll call vote reflected 4-0 adoption. (Recused: Commissioners G. Higginbotham and Schwartz)

Commissioners G. Higginbotham and Schwartz returned to the dais.

Roll call vote reflected 6-0; all Commissioners present.

9. **COMMISSION AND STAFF ORAL COMMUNICATIONS**

Commissioner G. Higginbotham stated he would like to see the commission get more involved in other areas of town and not overlook other potential areas of historic interest. He stated he would like the commission do research on those who founded the city; Frederick Law and Irving Guild and he would like to include a series of homes for preservation overlay zone.

Commissioner Griffiths would like a better process that allows for historic districts to be formed, currently the requirement is 100% participation, and this isn't feasible unless the requirements are adjusted. Agrees with other commissioners on the expansion of the program beyond the downtown area.

Chair M. Higginbotham asked if the City Council had made a decision regarding the commission's status; staff stated no decision has been made. Asked if there are future applicants; staff stated yes, there are two applicants.

Planning Manager Marinez stated they are working with a consultant on the expansion of the historic preservation program into the commercial district at the request of Council Member Kalani.

10. **ADJOURNMENT**

MOTION: At 7:07 PM Commissioner Schwartz moved to adjourn the meeting to Thursday, February 19, 2026 at 6:30 PM in the West Annex Commission Meeting Room. Commissioner Griffiths seconded the motion; a roll call vote reflected a 6-0 approval.



Date: February 19, 2026

To: Members of the Historic Preservation Commission

From: Oscar Martinez, Planning Manager | OMartinez@TorranceCA.gov

By: Kevin Joe, Planning Associate | KJoe@TorranceCA.gov

Subject: Consider a Mills Act Contract (HPC25-00007) for Historic Landmark #4 for an existing residence on property located in the Single-Family Residential (R-1) Zone, Torrance Tract Overlay Zone at 1504 Acacia Avenue.

RECOMMENDATION

Recommendation of the Community Development Director that the Historic Preservation Commission:

1. Determine this item is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331 - Historic Resource Rehabilitation/Restoration; and
2. Recommend that City Council enter into a Mills Act Contract (HPC25-00007) for an existing single-family residence on property located in the Single-Family Residential (R-1) Zone, Torrance Tract Overlay Zone at 1504 Acacia Avenue (APN 7355-010-018).

DISCUSSION

Background

In 2017, the City Council adopted an Ordinance to establish Historic Preservation program to allow homeowners of qualified properties to request their homes be designated a Historic Landmark and creation of Historic Districts. Under State law and this Ordinance, the City is authorized to enter into a Mills Act contract with the owner of a Historic Landmark for the purpose of preserving, rehabilitating, restoring, and maintaining the home. On June 20, 2024, the Historic Preservation Commission approved HPC25-00001 to designate the Spanish Colonial Revival home located at 1504 Acacia Avenue a Historic Landmark (Historic Landmark #4).

On May 15, 2025, the Historic Preservation Commission reviewed and recommended that City Council approve the Mills Act contract application process and review procedures and, on August 5, 2025, the City Council adopted a Resolution establishing a Mills Act application process and review procedures.

Analysis

The applicant, Frances McCuthon, requests to enter into a Mills Act Contract for her residence on property located in the R-1 Zone, Torrance Tract Overlay Zone at 1504 Acacia Avenue (APN 7355-010-018).

A Mills Act contract was prepared for this property based on the template that was created as part of the application process and review procedures that were established by City Council (Attachment 1). If this request is approved, the executed contract will be recorded with Los Angeles County Recorder, submitted to Los Angeles County Tax Assessor, and applicable to

future owners of the property until the term of the contract expires. The property tax savings will be reflected in the following year's tax bill. The contract has perpetual 10-year term, whereby a year is added on the anniversary date of the contract until the homeowner elects for nonrenewal.

The applicant submitted a proposed Property Rehabilitation and Maintenance Plan (Attachment 2) along with a structural report (Attachment 4) prepared by a licensed architect that identified structural deficiencies and remedies to correct those deficiencies. The Property Maintenance and Rehabilitation Plan specifies the work to be performed over the life of the contract, year of completion, and estimated costs. The structural report specifically identified installing weep screed around the original portions of the home by the end of 2029, repairing and painting of damaged window and door trim by the end of 2029, retrofitting downspouts to divert water away from building by the end of 2027, and upgrading the crawl space access panel to comply with minimum code size requirements and installing a curb around the crawl space access to prevent water intrusion by the end of 2027. The proposed Property Rehabilitation and Maintenance Plan includes the aforementioned items. Preliminary cost estimates for all work items total \$16,000, which does not take into account inflation. During the recent rain storms that occurred in December 2025, roof leaks were discovered after the Property Rehabilitation and Maintenance Plan was submitted. At the time of the writing of this report, the homeowner was in the process of obtaining contractor estimates for the roof repair. Once the estimates have been obtained, the Property Rehabilitation and Maintenance Plan will be updated to include the roof repair. The final Property Rehabilitation and Maintenance Plan and conditions of approval will be incorporated as exhibits to the Mills Act contract when it is recorded.

A Mills Act Tax Adjustment Worksheet (Attachment 3) was prepared in accordance with State guidelines for assessing the property value of homes that have been designated a historic landmark and provides an estimated property tax annual savings. For this property, the annual property tax would be reduced from \$15,867 to \$4,454 for an estimated savings of \$11,414. The property savings will fluctuate over time. The actual assessed value and property tax savings will be determined by the Los Angeles County Assessor.

The Historic Preservation Commission may recommend that the City Council approve the Mills Act contract request as conditioned or as amended, accept the Maintenance and Rehabilitation Plan as proposed or as amended, or deny the request.

Staff recommends that the Historic Preservation Commission recommend approval, as conditioned, of the Mills Act contract request to the City Council.

ENVIRONMENTAL FINDINGS

This item is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15331 Historic Resource Restoration/Rehabilitation.

ATTACHMENTS

1. Draft Mills Act Contract
2. Property Maintenance & Rehabilitation Plan
3. Mills Act Tax Adjustment Worksheet
4. Structural Report
5. Photographs of Property

ITEM 7A
ATTACHMENT 1
DRAFT MILLS ACT CONTRACT

Recording Requested by:
Rebecca Poirier, City Clerk

When Recorded, Mail to:
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503-2970
ATTN: City Clerk's Office

HISTORIC PROPERTY AGREEMENT

This Historic Property Agreement (“Agreement”) is made and entered into as of May 5, 2026, by and between the CITY OF TORRANCE, a municipal corporation (“City”) and Frances McCuthon (“Owner”).

RECITALS:

WHEREAS, California Government Code Section 50280, et seq. (the Mills Act), authorizes cities to enter into contracts with the owners of qualified historic buildings to provide for the use, maintenance and restoration of such historic property so as to retain its characteristics of historic significance; and

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 1504 Acacia Avenue, Assessor Parcel Number 7355-010-018, Torrance, California (“Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit A and is incorporated herein by this reference; and

WHEREAS, on December 12, 2017, City of Torrance City Council adopted Ordinance No. 3822 creating a Historic Preservation Program that enables the City to enter into a Mills Act contract with the owner of a Historic Landmark designated property; and

WHEREAS, City and Owner, for their mutual benefit, now desire to enter in this Agreement both to protect and preserve the historically significant characteristics 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.

AGREEMENT:

1. EFFECTIVE DATE AND TERM

This Agreement shall be effective and commence on May 5, 2026, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in Paragraph 2 below.

2. AUTOMATIC RENEWAL

Each year on the anniversary of the effective date of this Agreement (“renewal date”), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is as provided herein.

3. NOTICE OF NONRENEWAL

If either Owner or City desires in any year not to renew the Agreement, Owner or City that party shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date, or served by City to Owner at least ninety (90) days prior to the annual renewal date. If such notice is not timely served, one (1) year shall be automatically added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal 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.

4. PRESERVATION OF HISTORIC PROPERTY

During the term of this Agreement the Historic Property shall be subject to the following conditions, requirements and restrictions:

- A) Owner shall rehabilitate, preserve and maintain the historically significant characteristics of the Historic Property. Attached hereto, marked as Exhibit B: Property Maintenance and Rehabilitation Plan and incorporated herein by this reference is a list of those minimum standards and conditions for rehabilitation, maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.
- B) Owner shall, additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, attached hereto, marked as Exhibit C.
- C) Owner shall allow reasonable periodic examination, by prior appointment, of the interior and exterior of the Historic Property by representative of the County Assessor, State Office of Historic Preservation, State Board of Equalization and City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.
- D) Owner shall submit an annual progress report to City documenting all maintenance, rehabilitation, and preservation activities performed during the preceding year, including supporting photographs and, where applicable, contractor invoices.

5. PROVISION OF INFORMATION OF COMPLIANCE

Owner hereby agrees to furnish City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement.

6. CANCELLATION

Prior to cancellation, City shall provide Owner with written notice of the alleged breach or deficiency and a reasonable opportunity (not less than sixty (60) days) to cure such breach or deficiency. If the Owner fails to cure within specified period, City may proceed with 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:

- A) Owner has breached any of the conditions or covenants of the Agreement;

- B) Owner has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property; or
- C) 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 or Municipal Code.

7. 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 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 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, City or landowners that are party to the contract, may bring any action in court necessary to enforce the contract, including, but not limited to, an action to enforce the contract by specific performance or injunction.

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.

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 are set forth in such contract, deed or other instrument.

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.

11. 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 Torrance
City Clerk
3031 Torrance Boulevard
Torrance, CA 90503

OWNER: Frances McCuthon
1504 Acacia Avenue
Torrance, CA 90501

12. 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.

13. INDEMNITY OF CITY

Owner will indemnify, defend, and hold harmless City, the City Council, each member of thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense cost and legal fees, arising from the negligent acts or omissions, or willful misconduct of Owner, its officers, employees, agents, subcontractors or vendors. It is further agreed, Owner's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of City, its officers, employees or agents. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Owner and City, as to whether liability arises from the sole negligence of the City or its officers, employees, agents, subcontractors or vendors, Owner will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Owner will not be entitled in the event of such determination to any reimbursement of defense costs including, but not limited to attorney's fees, expert fees and costs of litigation.

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 of expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims of property

damage which may arise from the direct or indirect use of operations of such Owner or those of owner's contractor, subcontractor, agent, employee or other person acting on owners behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

14. 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. Owner shall provide written notice to the City at least thirty (30) days prior to any transfer of ownership of the Historic Property.

15. 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 prevail party in such proceeding my recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

16. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, the part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

17. GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

18. NOTIFICATION TO OFFICE OF HISTORIC PRESERVATION

City shall provide written notice of the Agreement to the State Office of Historic Preservation within six (6) months of the effective date of the Agreement.

19. RECORDATION

Owner or agents of Owner shall record this agreement with the Los Angeles County Recorder within sixty (60) days after the parties execute this Agreement. Owner shall provide copies of the recorded agreement to the City Clerk and Community Development Department.

20. AMENDMENTS

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

21. COMPLIANCE WITH ALL LAWS

Owner and City agree that this Agreement shall be subject to and comply with any future amendments to relevant local, state and federal preservation laws and guidelines, including but not limited to the Mills Act and the Secretary of the Interior's Standards for Rehabilitation.

City of Torrance,
a municipal corporation

Mayor George Chen

By: _____
Frances McCuthon, Owner

ATTEST:

Rebecca Poirer, City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN, City Attorney

By: _____
Tatia Y. Strader, Assistant City Attorney

- Exhibit A Property Legal Description
- Exhibit B Property Maintenance and Rehabilitation Plan
- Exhibit C Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings
- Exhibit D Conditions of Approval

Exhibit A

Property Legal Description

The land referred to herein below is situated in the City of Torrance, County of Los Angeles, State of California and is described as follows:

Lot 16 of Block 56 of Torrance Tract, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 22, Pages(s) 94 and 95 of Maps, in the Office of the County Recorder of said county.

Also known as: 1504 Acacia Avenue, Torrance, CA 90501

APN: 7355-010-018

Exhibit B

Property Maintenance and Rehabilitation Plan

Exhibit C

Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall 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 architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall 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.

Guidelines for Rehabilitating Historic Buildings

<https://www.nps.gov/crps/tps/rehab-guidelines/rehabilitation-guidelines-1997.pdf>

Exhibit D

Conditions of Approval

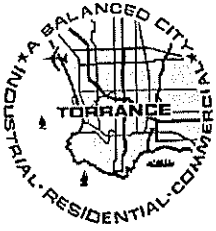
1. That the Property Owner (“Owner”) of 1504 Acacia Avenue, Torrance CA 90501 (“Property”) shall enter into a Historic Property Agreement (“Agreement”) with the City of Torrance (“City”) to qualify for Mills Act benefits.
2. That the Owner shall record Agreement with the Los Angeles County Registrar-Recorder and copy of the recorded Agreement shall be submitted to the Community Development Department.
3. That the Owner shall comply with all terms and conditions of the Agreement. Failure to comply with terms and conditions of the Agreement could result in cancellation of Agreement and payment of cancellation fees set forth in California Government Code Section 50280, et seq., equal to 12.5% of the current fair market value of the property.
4. That the Agreement shall remain in effect for a term of 10 years and shall be automatically renewed and a year automatically added to the initial term on the anniversary date unless notice of nonrenewal is provided from the Owner or City. The Owner shall provide written notice of nonrenewal of Agreement 90 days prior to annual renewal date.
5. That Owner shall be responsible for rehabilitating, preserving and maintaining the historically significant characteristics of the Historic Property in accordance with Property Maintenance and Rehabilitation Plan (Exhibit B) and the Secretary of the Interior Standard for Rehabilitation.
6. That all work to be performed on Property Maintenance and Rehabilitation Plan shall be completed by the year stated in Plan and prior to the expiration of Agreement.
7. That any proposed revisions or time extensions to the Property Maintenance and Rehabilitation Plan shall require a determination from the Community Development Director with appeal rights to the Historic Preservation Commission.
8. That proposed alterations, modifications, rehabilitation work, door and window replacement, and repairs to the exterior of the subject Property may be subject to the approval of a Certificate of Appropriateness from the City of Torrance Historic Preservation Commission or Community Development Director.
9. That applicable building permits from the City Building and Safety Division shall be obtained prior to any alterations, modifications, rehabilitation work, door and window replacement, or repairs to the subject Property.
10. That all exterior architectural elements, features, materials, windows, doors, and finishes shall be consistent with the Spanish Colonial Revival architectural style (<https://www.torranceca.gov/home/showpublisheddocument/2806/636302205224930000>). Owner shall submit exterior color and/or material samples of siding, trim, stucco, roof tiles, and stair railings to the Community Development Department Planning Division for review prior to application/installation.

11. That Owner shall submit an annual progress report on the anniversary date of the contract execution to the Community Development Department documenting all maintenance, rehabilitation, and preservation activities performed during the preceding year, including supporting photographs and, where applicable, contractors invoices.
12. That Owner shall allow reasonable periodic examination, by prior appointment, of the interior and exterior of Property by representatives of the County Assessor, State Office of Historic Preservation, State Board of Equalization and City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

ITEM 7A

ATTACHMENT 2

MAINTENANCE & REHABILITATION PLAN



City of Torrance, Community Development Department Michelle G. Ramirez, Director
 3031 Torrance Blvd., Torrance, CA 90503, Phone (310) 618-5990 Fax (310) 618-5829
HISTORIC PRESERVATION COMMISSION
APPLICATION HPC ___-_____

Mills Act Property Tax Program Supplemental Application

PROPERTY MAINTENANCE AND REHABILITATION PLAN

STREET ADDRESS OF PROPERTY:
 1504 Acacia Ave

ASSESSOR PARCEL NUMBER:
 7354-004-015

Describe the maintenance and rehabilitation work that will be completed in the next ten years on the property. Be specific as possible in describing work to be performed. Work may include exterior rehabilitation, plumbing, electrical and foundation repairs, but not interior remodeling work. (attach additional sheets if necessary)

WORK ITEM:	COMPLETION YEAR:	COST ESTIMATE:
Stucco Flasing	2029	\$6,500

DESCRIPTION OF WORK:
The stucco in the original portion of the building does not have weep screed flashing at the bottom in order to avoid excessive moisture and water intrusion to the framing the bottom portion of the stucco needs to be removed, and the metal screed needs to be install and re-stucco.

WORK ITEM:	COMPLETION YEAR:	COST ESTIMATE:
Window and Doors Trim	2029	\$3,000

DESCRIPTION OF WORK:
The paint at the windows and doors is chipping away which allows water to damage the wood trim. The existing paint needs to be sanded off, wood patty should be installed, and the trim needs to be repainted to protect the trim

WORK ITEM:	COMPLETION YEAR:	COST ESTIMATE:
Downspout	2027	\$1,500

DESCRIPTION OF WORK:
The downspouts ends about 3 feet from the grade. and they do not have a termination directing the water away from the house. This creates a condition that adds additional moisture and water intrusion to the stucco. A termination piece needs to be installed at the downspout bottom direction the water away from the building

WORK ITEM:	COMPLETION YEAR:	COST ESTIMATE:
Crawl Space Access	2027	\$5,000

DESCRIPTION OF WORK:
The existing crawl space access does not meet the minimum code requirement for size and it does not have a curb which allows water to enter the crawl space. The crawl space need to be designed per current building code requirement so it would allow access for maintenance and protect the crawl space from water entry.

ITEM 7A

ATTACHMENT 3

TAX ADJUSTMENT WORKSHEET

Mills Act Tax Adjustment Worksheet

1	County Assessed Valuation	\$1,438,141
2	Property Tax Rate from property tax bill	1.10%
3	Annual Property tax [(1) x (2)]	\$15,867
Mills Act Assessed/Income Approach Valuation and Property Tax Calculation		
4	Estimated Monthly Rent - based on comparable rents for similar property in the area	\$6,500
5	Annual Rent [(4) x 12]	\$78,000
6	Annual Expenses (insurance, repairs, utilities)	\$13,000
7	Annual Net Income [(5)-(6)]	\$65,000
Capitalization Rate		
8	Interest Rate Component - Federal Home Loan Interest Rate*	6.00%
9	Historic Property Risk Component - 4% for owner-occupied single-family dwelling, 2% for all other properties	4.00%
10	Amortization Component - remaining life of improvement (20 years (0.05) for wood frame building or 50 years (0.02) for masonry building) multiplied by improvement value divided by land value (from property tax bill)	5.00%
11	Property Tax Rate from property tax bill	1.10%
12	Capitalization Rate [(8) + (9) + (10) + (11)]	16.10%
13	Mills Act Assessed Value [(7)/(12) Annual Net Income divided by Capitalization Rate]	\$403,643
14	Home Owner's Exemption	\$0
15	New Value for Tax Purposes [(13) - (14)]	\$403,643
16	New Annual Property Tax [(15) x (2)]	\$4,454
17	Estimated Property Tax Annual Savings [(3) - (16)]	\$11,414

*as 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

ITEM 7A
ATTACHMENT 4
STRUCTURAL REPORT

Structural Observation Report

Prepared for Frances McCutcheon

Project address:

1504 Acacia Ave
Torrance, CA 90501



Prepared by

A. Erlich Architect Inc.
Ayal Erlich
619-200-2626
ehadesign@outlook.com



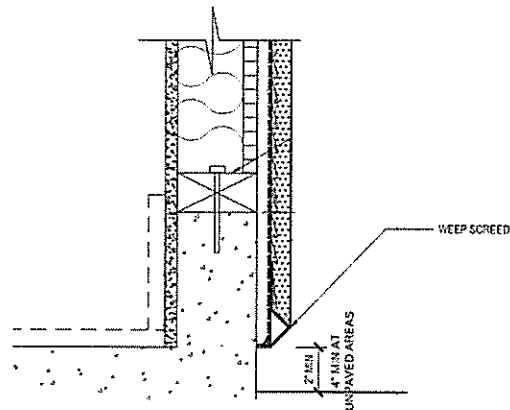
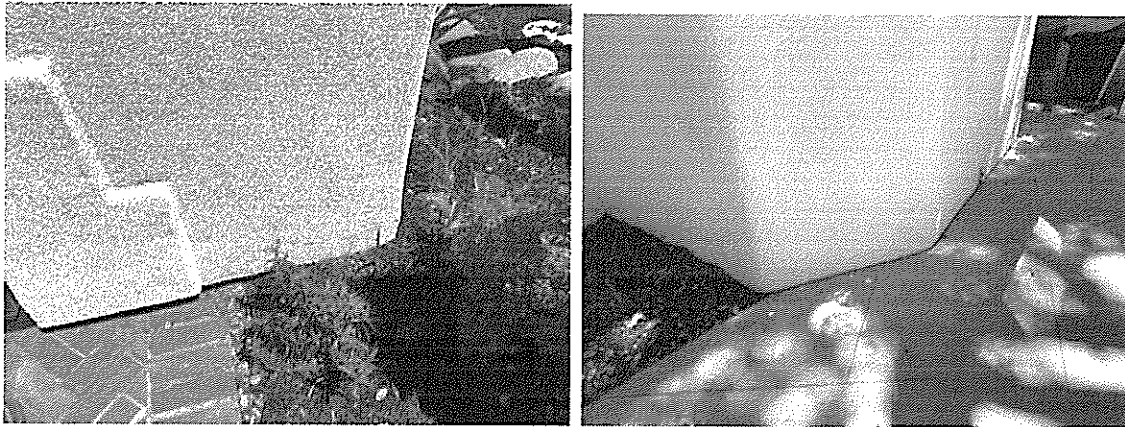
General

This report was done as part of the Mills Act application to the city of Torrance. The report was done by Ayal Erlich, a licensed Architect in the state of California. The report focuses on Structural elements and Architectural features that require work.

Findings

Stucco Flashing: The stucco finish in the original portion of the house does not have a weep screed, and if a weep screed is absent, moisture can accumulate and move upward, drawing in additional moisture from the ground. This may eventually reach and damage structural components such as studs, rafters, and floor or ceiling joists. Installing the weep screed will release water accumulation at the bottom and prevent water damage. Belis is a sample detail for weep screed as an example only.

Time to repair: 2029



BASE DTL SCALE: NTS

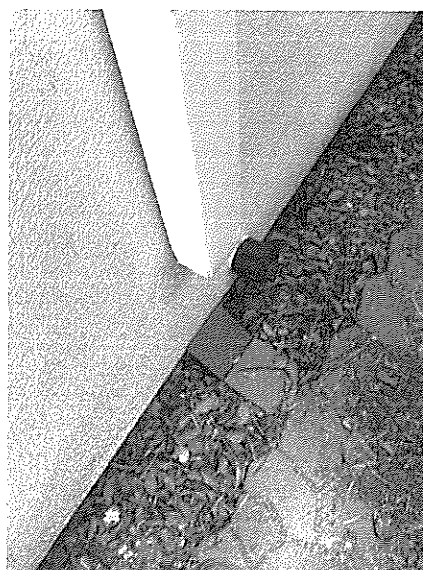
Windows and Doors Trim: Some of the windows and doors wood trim is damaged and the paint is peeling. Minor to moderate wood damage can be repaired with wood putty, but in cases where the damage is significant, the damaged trim needs to be replaced. In addition, the trim's paint needs to be sanded and re-painted to protect the wood from water damage.

Time to repair: 2029



Downspout – The downspouts end about 18 inch above grade and do not route the water away from the building, and by that cause water accumulation at bottom of stucco, excessive moisture, and water intrusion. To mitigate this, a piece should be installed at the bottom of the downspout directing the water away from the building with a splash block.

Time to repair: 2027



Crawl space access – The current crawl space access panel does not comply with minimum code size requirements and lacks a curb to prevent water intrusion. The crawl space needs to be upgraded to the minimum size to allow proper access for maintenance when needed. It needs to have a curb to protect the area from water intrusion.

Time to repair: 2027



ITEM 7A
ATTACHMENT 5
PHOTOGRAPHS OF PROPERTY







