

DEPARTMENT OF
CITY PLANNING
OFFICE OF HISTORIC RESOURCES
200 N. SPRING STREET, ROOM 620
LOS ANGELES, CA 90012-4801
(213) 978-1200

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
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(213) 978-1294

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DIRECTOR
(213) 978-1271

ALAN BELL, AICP
DEPUTY DIRECTOR
(213) 978-1272

LISA WEBBER, AICP
DEPUTY DIRECTOR
(213) 978-1272

EVA YUAN-MCDANIEL
DEPUTY DIRECTOR
(213) 978-1273

FAX: (213) 978-1275

INFORMATION
www.planning.lacity.org

July 20, 2012

Mr. Dallan Wordekemper, CCIM
Federal Preservation Officer
United States Postal Service
475 L'Enfant Plaza, SW, Suite 6670
Washington, DC 20260-1862

Dear Mr. Wordekemper:

I am writing to you on behalf of the City of Los Angeles, as the City's designated Certified Local Government (CLG) contact under the National Historic Preservation Act's CLG Program. I am in receipt of the July 13, 2012 letter to you regarding the Venice Post Office, from Mr. Reid J. Nelson, Director of the Office of Federal Agency Programs of the Advisory Council on Historic Preservation.

We understand that the California State Historic Preservation Officer (SHPO) is not authorized by California state law to accept a preservation covenant or easement that would allow the transfer of this property to occur with a finding of no adverse effect (NAE) under Section 106 of the National Historic Preservation Act. Because the Venice Post Office is a historic resource of considerable significance within the Venice community and the City of Los Angeles, the City and the Office of Historic Resources are eager to play a constructive role in ensuring the building's long-term preservation and vibrant reuse.

City staff have reviewed the draft preservation covenant originally prepared for the SHPO, and have inserted the City in place of the SHPO along with a few minor modifications to the draft. The City of Los Angeles agrees that it will assume the duties and responsibilities of the attached covenant.

If you have any questions regarding this issue, please contact me at (213) 978-1181 or via email at ken.bernstein@lacity.org.

Sincerely,

MICHAEL J. LoGRANDE
Director of Planning

KEN BERNSTEIN,
Principal City Planner and Manager, Office of Historic Resources

Mr. Dallan Wordekemper
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cc: Ms. Sharon Freiman, United States Postal Service
Mr. Reid J. Nelson, Advisory Council on Historic Preservation
Ms. Caroline Hall, Advisory Council on Historic Preservation
Mr. Wayne Donaldson, State Historic Preservation Officer, State of California
Ms. Linda Dishman, Los Angeles Conservancy
Mr. Joel Silver, Silver Pictures

PRESERVATION COVENANT

1601 Main Street, Venice, CA 90291

PRESERVATION COVENANT LANGUAGE

In consideration of the conveyance of certain real property, located at 1601 Main Street within the Venice community of the City of Los Angeles, the County of Los Angeles, State of California.

(1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all times to restore, maintain and preserve this property in accordance with the recommended approaches of the "Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings" (National Park Service, 1995) in order to preserve those qualities that make this property eligible for listing in the National Register of Historic Places.

(2) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without prior consultation with, and the express permission of the City of Los Angeles ("City"), pursuant to an application made by the grantee to the Department of City Planning and its Office of Historic Resources. No excavation or other subsurface ground disturbances may be done or permitted to be done at the property without prior consultation with, and the express permission of, the Native American Heritage Commission (NAHC) and those Native American tribal organizations identified by the NAHC as having knowledge of Native American cultural resources on, under or near the property (collectively, the "Native American Organizations"). Grantee shall make such application to the NAHC as may be necessary for grantee to obtain the identity of the applicable Native American tribal organizations.

(3) The City and authorized representatives of the Native American Organizations shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.

(4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the City and/or the Native American Organizations, as applicable may, but are not required to, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.

(5) This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.

(6) The failure of the City or the Native American Organizations to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.

(7) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

(8) The City may, for good cause, modify or cancel any or all of the foregoing restrictions other than the restrictions upon excavation or subsurface ground disturbance, upon application of the grantee, its heirs, successors or assigns. Cancellation or modification of the restrictions on excavation or subsurface ground disturbance may be made only by the Native American Organizations upon application of the grantee, its heirs, successors or assigns.