

## Communication from Public

**Name:** Alex Zuckerman  
**Date Submitted:** 02/13/2026 09:19 AM  
**Council File No:** 25-1518  
**Comments for Public Posting:** I oppose the appeal and support the demolition of this building - it is a hazard and that land should be put to productive use.

## Communication from Public

**Name:** Lorin m  
**Date Submitted:** 02/13/2026 09:22 AM  
**Council File No:** 25-1518  
**Comments for Public Posting:** Building is a safety hazard for earthquakes and fires and must be torn down now. Building is a blight on our community that has been sitting empty for nearly 20 years (!! ) since 2007. We'd prefer to see neighborhood-serving retail, restaurants, and other services in this highly walkable area. This is a rat infested eyesore. Please listen to the neighbors and allow this to be torn down .

## Communication from Public

**Name:**

**Date Submitted:** 02/13/2026 09:31 AM

**Council File No:** 25-1518

**Comments for Public Posting:** I oppose the appeal and support demolition. Note that it is Council File #25-1518 for 11973-11975 San Vicente Blvd, LA 90049 Building is a safety hazard for earthquakes and fires and must be torn down now. Building is a blight on our community that has been sitting empty for nearly 20 years (!! since 2007. We'd prefer to see neighborhood-serving retail, restaurants, and other services in this highly walkable area. Also I have seen homeless people frequenting the area, human facies on the sidewalk and a retail space directly adjacent had their front window broken after a thief to try and take cash from a cash register. Sadly the neighborhood is deteriorating just like this building has been deteriorating and it's mainly because of run down retail spaces specifically like this one who's owners do not live here locally or even in the State of California and they do they invest in their buildings to keep the building clean and enjoyable for the local community to engage in commerce. It's long overdue to have this building demolished and stop the intentional abuse and neglect from this hurtful building owner.

## Communication from Public

**Name:**

**Date Submitted:** 02/13/2026 08:56 PM

**Council File No:** 25-1518

**Comments for Public Posting:** Please add the "Barry Building Indemnity Agreement.pdf" to Council File 25-1518. Thank you.

RECEIVED  
CITY OF LOS ANGELES  
DEC 13 2023  
MAJOR PROJECTS  
UNIT

## BARRY BUILDING INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement") is made November 3, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and 11973 San Vicente, LLC ("Real Party") (collectively, the "Parties," individually a "Party").

### RECITALS:

WHEREAS, Real Party is the owner of a site referred to herein as, the "Subject Property," located at 11973 San Vicente (APN 4404-025-008);

WHEREAS, on or about September 18, 2019, the Real Party filed application for a permit to demolish entirety of the ("Project") for a building commonly referred to as, "the Barry Building," on the Subject Property ("Project"), and no other permits, approvals or entitlements have been requested.

WHEREAS, the Barry Building is a designated Historic Cultural Monument No. 887;

WHEREAS, the City is requires to prepare an Environmental Impact Report (EIR) for the Project;

WHEREAS, pursuant to CEQA, Public Resources Code § 21000, et seq., the City is the lead agency for the purpose of conducting any necessary environmental review of the Project, and is obligated prepare all CEQA reports and supporting documentation, distribute such reports and documentation to responsible agencies and others, hold public hearings and consider public comments, and consider clearance of such environmental review and other documentation as necessary and appropriate in accordance with CEQA;

WHEREAS, Real Party desires to indemnify the City in the event the City is challenged pursuant to CEQA for certification of an EIR and issuance of a demolition permit.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

#### Section 1. Construction.

This Agreement shall be liberally construed to accomplish its intent. Nothing in this Agreement is intended to limit any rights the City may have to indemnity and reimbursement from Real Party or any other party under any other legal authority, agreement, covenant, or entitlement.

Section 2. No Obligation to Approve Project or Issue Approvals.

Subject to all applicable laws, including but not limited to the Los Angeles Building Code (LAMC Chapter IX) and the Historic Cultural Monument regulations in (LAAC Div. 22, Ch. 7, Art. 4), the City shall process the demolition permit for the Project. The provisions of this Agreement shall in no way obligate the City to adopt any particular finding under CEQA, adopt a statement of overriding considerations, or take any action approving a demolition permit. The City shall use its independent judgment in determining what CEQA determinations and findings to make and whether to approve the Project. In reviewing the Project for compliance with CEQA, the City shall use its independent judgment in determining whether CEQA applies to any or all of the Project, the significance of any impacts, approving any mitigation, adopting any determinations or findings, adopting a statement of overriding considerations, or taking any other action.

Section 3. Indemnification and Hold Harmless.

(a) Indemnity. Real Party shall pay for the City's reasonable Legal Fees and Costs incurred from participating in the defense of, or in retaining separate counsel for, any Action in the manner set forth in this Agreement (collectively, "Legal Fees and Costs"). Such Legal Fees and Costs shall include, but not be limited to, all reasonable court costs and attorneys' fees, including attorneys' fees and costs incurred by the City's outside counsel on behalf of the City; City Attorney time; other City staff time spent in regard to defense of the Action; and attorneys' fees and costs awarded to any petitioner in this Action in the event that said petitioner prevail on any claim at trial and/or on appeal.

The term "Action" for purposes of this Agreement, shall include any lawsuit brought under CEQA to challenge the Project, any entitlement issued by the Los Angeles Department of Building and Safety, or any clearance by any other City department. Notwithstanding any other provision of this Agreement, an "Action" under this Agreement does not include any legal or administrative challenge brought by the Real Party for any purpose to challenge the City's denial, in whole or in part, of the Project, or the City's condition(s) on the Project, or the City's failure to take action on the Project.

(b) Hold Harmless: Real Party's Construction Activities. Real Party hereby agrees to, and shall defend, save and hold the City harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, that may arise, directly or indirectly, from Real Party's or Real Party's officers, employees, agents, contractors, subcontractors, agents, or employees' construction activities carried out relating to the Project under this Agreement or any permit or entitlement issued by the City Planning Department or Department of Building and Safety for the Adjacent Property, whether such operations are conducted by Real Party or by any of Real Party's agents, contractors or subcontractors or by anyone or more persons directly or indirectly employed by or acting as agent for Real Party or any of Real Party's agents, contractors or subcontractors. Nothing herein is intended to make Real Party liable for the acts of the City's officers, employees, agents,

contractors, or subcontractors.

(c) Other Indemnity Obligations. The Real Party's obligation to indemnify the City under this Agreement shall be in addition to and not supersede any obligation of the Real Party to indemnify the City under any other agreement, condition, or provision of the Los Angeles Municipal Code.

**Section 4. Participation in Litigation.** The City shall notify Real Party within a reasonable period of time of its receipt of any litigation filed to challenge the Project, in whole or in part, and the City shall cooperate in the defense.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel, to represent and defend the City in any Action related to or arising out of the Project. At its sole discretion, the City may participate in any Action at its own expense, but such participation shall not relieve Real Party of any obligation imposed by this condition. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation, subject to the requirements of Section 5 and 6, below.

**Section 5. Reimbursement and "Evergreen" Deposit.**

Real Party agrees to reimburse the City for any and all reasonable costs regarding any Action related to or arising out of the Project, in whole or in part, including but not limited to payment of court costs, attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.

Should an Action be filed, Real Party shall deposit with the City fifty thousand dollars (\$50,000), which payment shall be held by City in a separate account as a security deposit to ensure that Real Party pays the legal fees and costs charged by the City's outside counsel on behalf of the City arising from or related to any Action. The deposit shall be maintained whole or "evergreen" throughout litigation.

Real Party's obligation to pay the City's legal fees and costs shall extend through final judgment, including any appeals. Notwithstanding Real Party's indemnity obligation for claims and litigation, the City retains its inherent right to abandon any Action following an adverse judgment or to settle any Action brought against it in its sole and absolute discretion, and Real Party shall remain liable for the costs incurred. Notwithstanding the foregoing, the City may not bind Real Party to any settlement that may create liability of Real Party to a petitioner in litigation or others -- including, without limitation, for attorneys' fees, legal costs, monetary damages or equitable relief -- without the written consent of Real Party, unless City agrees to indemnify Real Party for all such potential or actual liabilities. Nothing in this Agreement shall prevent the City from exercising its regulatory discretion by rescinding or modifying an approval of the Project in accordance with applicable law in connection with any settlement of the Action.

Section 6. Failure of Real Party to Perform; Material Breach.

Failure of Real Party to promptly defend, indemnify, or submit and maintain the required deposits and reimbursements under the terms of this Agreement, is a material breach which shall entitle the City to all remedies available under law, including but not limited to specific performance and damages. Moreover, failure to defend or indemnify, and/or provide deposits or reimbursements when required under the Agreement, shall constitute grounds upon which the City decision-making bodies may rescind its approval of the Project and/or issue stop work orders, and a waiver by Real Party of any right to proceed with the Project or any portion thereof after the City has provided reasonable, but in no cases less than, a minimum 10 days' written notice of the failure to perform, and the expiration of a 20 day right to cure period following receipt of notice. Additionally, if Real Party fails to defend, indemnify, and/or submit and maintain required deposits and reimbursements as required under this Agreement following notice and the right to cure as provided under this Section 6, the City may cease participation in or abandon any Action without the City incurring any liability to Real Party and the City shall recover from Real Party any attorneys' fees and other costs for which the City may be liable for ceasing participation or abandonment of the Action or to revise the Project actions being challenged; alternatively, the City may continue to participate in or defend the Action and Real Party shall be liable to the City for the reasonable cost thereof.

Section 7. No Assignment.

Real Party shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate or otherwise transfer all of any of the rights or obligations of this Agreement, and notwithstanding a change in or transfer of ownership of the Project site (or any interest therein). However, Real Party may be released from such obligation if Real Party obtains the Director of City Planning's prior written consent to such transfer, which consent shall not be unreasonably withheld.

Section 8. Notices.

Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to another (collectively, the "Notices") shall be in writing and delivered by the United States Postal Service, any commercially available letter or package delivery service, or electronic mail (email) provided that a copy of the email is retained to show the date and time of transmission. The notices shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to Real Party:  
c/o Edward J. Casey  
Alston & Bird LLP  
333 S. Hope Street, 16<sup>th</sup> Floor  
Los Angeles, CA 90071

With a copy to: Edward J. Casey  
Alston & Bird LLP  
333 S. Hope Street, 16<sup>th</sup> Floor  
Los Angeles, CA 90071

If to the City:

Department of City Planning  
City of Los Angeles  
200 North Spring Street, MS 395  
City Hall, 5th Floor  
Los Angeles, CA 90012-2601  
Attn: Lisa Webber, Deputy Director

With a copy to:

City Attorney's Office  
City Hall East  
7th Floor, MS 140  
200 North Main Street  
Los Angeles, CA 90012  
Attn: Assistant City Attorney Adrienne  
Khorasanee

Each such Notice shall be deemed delivered to the party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if sent by email, upon sending; (iii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail; (iv) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier; or (v) if given by any other means, upon delivery at the address specified in this Section.

**Section 9. California Law.**

This Agreement shall be governed by, construed in accordance with, and interpreted under the laws of the State of California. The venue for any litigation regarding this Agreement shall be Los Angeles County, State of California.

**Section 10. Severability.**

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

**Section 11. Ambiguities.**

In the event of any asserted ambiguity in, or dispute regarding, the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the drafting party.

**Section 12. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall be one and the same Agreement.

**Section 13. Entire Agreement.**

This Agreement shall constitute the complete understanding of the Parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written. This Agreement may not be changed except by a written amendment signed by both parties.

**Section 14. Survival of Agreement.**

This Agreement, and all of its terms, shall survive the invalidation or nullification of the City's approval of all or a portion of the Project and in such event Real Party shall continue to be bound by its terms.

**Section 15. Authority.**

Each Party executing this Agreement represents and warrants that it has been duly authorized to enter into this Agreement, and has full and complete authority to do so. Each Party expressly waives any defense to this Agreement based on any lack of authority to enter into and be bound by the terms of this Agreement.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the day and year written alongside their respective signature line below.

Executed on: November 3, 2023

**"REAL PARTY":**

By: \_\_\_\_\_  
Name: William H. Borthwick  
Title: Manager of 11973 San Vicente, LLC

**CITY OF LOS ANGELES**

By:   
VINCENT P. BERTON, AICP  
Director  
City Planning Department

**Section 13. Entire Agreement.**

This Agreement shall constitute the complete understanding of the Parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written. This Agreement may not be changed except by a written amendment signed by both parties.

**Section 14. Survival of Agreement.**

This Agreement, and all of its terms, shall survive the invalidation or nullification of the City's approval of all or a portion of the Project and in such event Real Party shall continue to be bound by its terms.

**Section 15. Authority.**

Each Party executing this Agreement represents and warrants that it has been duly authorized to enter into this Agreement, and has full and complete authority to do so. Each Party expressly waives any defense to this Agreement based on any lack of authority to enter into and be bound by the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their respective signature line below.

Executed on: November 3, 2023

**“REAL PARTY”:**

By:   
Name: William H. Borthwick  
Title: Manager of 11973 San Vicente, LLC

**CITY OF LOS ANGELES**

By:   
VINCENT P. BERTONI, AICP  
Director  
City Planning Department

## Communication from Public

**Name:** christine

**Date Submitted:** 02/13/2026 04:55 PM

**Council File No:** 25-1518

**Comments for Public Posting:** Please cease demolition permit for the Barry Building. It is an historic building, and should be preserved.