

Recording requested by and
when recorded, mail to:

Jesse Weil, Executor
Estate of Martin E. Weil
Hankoczy Jenő u. 3/B
H-1022 Budapest, Hungary

With a copy to:

Los Angeles Conservancy
523 West Sixth Street, Suite 826
Los Angeles, California 90014
Attn: Executive Director

**DEED OF HISTORIC PRESERVATION
AND CONSERVATION EASEMENT**

LUCY E. WHEELER RESIDENCE

THIS PRESERVATION AND CONSERVATION EASEMENT DEED, made as of the ____ day of January 2010, by and between **JESSE WEIL, EXECUTOR OF THE ESTATE OF MARTIN E. WEIL** and the **LOS ANGELES CONSERVANCY**, a California nonprofit public benefit corporation, qualified under Section 501(c)(3) of the Internal Revenue Code, whose principal place of business is in Los Angeles County, California and whose address is 523 West Sixth Street, Suite 826, Los Angeles, California 90014 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property known as the **Lucy E. Wheeler Residence** located at 2175 Cambridge Street in the City of Los Angeles, County of Los Angeles, California, particularly described in Exhibit A attached hereto and incorporated herein (hereinafter “the Property”). Said Property includes the following structures (hereinafter “the Buildings”): a 2,620 square foot single-family residence designed by Greene & Greene in 1905-1906, including additions completed in 1917 by Train & Williams (hereinafter “the Residence”) and ancillary structures including a one-story garage/shed (hereinafter “the Ancillary Structures”).

WHEREAS, Grantee is a nonprofit corporation authorized and qualified to accept charitable gifts of easements for the purpose of preserving buildings, structures and sites of historical, architectural or cultural significance. Grantee has an established commitment to historic preservation and conservation purposes which will be furthered by the conservation and preservation easement set forth in this Easement. Grantee has as its primary purpose the preservation, protection and enhancement of land improvements in their historical condition or use, and is a “qualified organization” as that term is defined under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter, the “Code”);

WHEREAS, because of its architectural, historic, and cultural significance, the Property is a contributing structure in the Harvard Heights Preservation Overlay Zone;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “conservation and preservation values”) and significance of the Property, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Property;

WHEREAS, the Property’s conservation and preservation values are documented in a set of reports, drawings, and photographs (hereinafter, Baseline Documentation) attached hereto as Exhibit B and on file with Grantee, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the effective date of this grant. The Baseline Documentation includes a narrative description and photographs documenting the Property’s significant character-defining features, incorporating by reference other documentation on file with Grantee. In the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the Property will assist in preserving and maintaining the Property and its architectural, historic, and cultural features for the benefit of the people of the City of Los Angeles, the County of Los Angeles, the State of California and the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation and conservation easement (hereinafter, the “Easement”) in gross in perpetuity on the Property pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Section 170(h) of the Code and Sections 815 through 816 of the Act, inclusive, Grantor does hereby voluntarily grant and convey unto the Grantee a preservation and conservation easement in gross in perpetuity over the Property described in Exhibit A.

PURPOSE

1. **Purpose.** It is the Purpose of this Easement to assure that the architectural, historic, cultural, and associated open space features of the Property will be retained and maintained forever substantially in their current or better condition for conservation and preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property’s conservation and preservation values.

GRANTOR’S COVENANTS

2.1 Grantor’s Covenants: Covenant to Maintain.

(a) Grantor agrees at all times to maintain the Buildings in the same or better structural condition and state of repair as that existing on the effective date of this Easement. Grantor’s obligation to maintain shall require replacement, repair, and/or reconstruction by Grantor whenever necessary to preserve the Buildings in substantially the same structural condition and state of repair as that existing on the date of this Easement.

(b) Grantor’s obligation to maintain shall also require that the Property’s landscaping be maintained in good/better appearance with substantially similar plantings, vegetation, and natural screening to that existing on the effective date of this Easement. The existing lawn areas shall be maintained as lawns, regularly mowed.

(c) Subject to the casualty provisions of paragraphs 7 and 8, the obligation to maintain shall require replacement, repair, and/or reconstruction of the Buildings whenever necessary in accordance with *The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, as amended from time to time (hereinafter the “Secretary’s Standards”), so as to preserve the historical and

architectural integrity of features, materials, appearances, workmanship, and environment of the Property and Buildings.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property:

- (a) The Buildings shall not be demolished, removed, or razed except as provided in paragraphs 7 and 8.
- (b) Notwithstanding existing landscaping features at the time of donation, nothing shall be erected or allowed to grow on the Property which would impair the visibility of the Property and the Buildings from the street level or other public rights of way.
- (c) No other buildings or structures, camping accommodations, or mobile homes, shall be erected or placed on the Property except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers. Any temporary structure shall be promptly removed at the conclusion of the maintenance or rehabilitation project.
- (d) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit. For the purposes of this Easement, the term "subdivision" shall include a long term lease or other use of the Property that creates the characteristics of a subdivision of the property as determined in the sole discretion of the Grantee.
- (e) The dumping of trash, rubbish, ashes, or any other unsightly or offensive materials is prohibited on the Property.
- (f) No above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Property, subject to utility easements already recorded;
- (g) In the event of any casualty or damage to the conservation and preservation features, make any repairs or reconstruction other than: (i) temporary emergency work to prevent further damage or to protect public safety, and/or (ii) repairs or reconstruction conducted in accordance with Section 7, below.

GRANTOR'S CONDITIONAL RIGHTS SUBJECT TO APPROVAL

3.1 Conditional Rights Requiring Approval by Grantee. The following acts are prohibited without the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee:

- (a) Grantor shall not increase or decrease the height of, make additions to, change the exterior or interior construction materials or colors of, or move, improve, alter, reconstruct, or change the facades (including fenestration or its hardware) and roofs of the Buildings.
- (b) Grantor shall not erect or allow to be erected any external signs or external advertisements except: (i) such plaque permitted under paragraph 19 of this Easement; (ii) a sign stating solely the address of the Property; and (iii) a temporary sign to advertise the sale or rental of the Property.
- (c) Grantor shall not make permanent substantial topographical changes, such as, by example, excavation for the construction of roads, swimming pools, and recreational facilities.
- (d) Grantor shall not erect satellite receiving dishes or similar electronic frequency receiving or emitting devices on the property.

3.2 Review of Grantor's Requests for Approval.

(a) Pursuant to paragraph 3.1, Grantor shall submit in writing to Grantee for Grantee's approval information (including plans, specifications, and designs where appropriate) together with a specific request

identifying the proposed activity. In addition, Grantor shall also submit to Grantee a timetable for the proposed activity which is sufficient to permit Grantee to monitor such activity. Grantor shall not make changes or take any action subject to the approval of Grantee unless expressly authorized in writing by an authorized representative of Grantee.

(b) Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under this Easement.

(c) All approval rights of the Grantee shall be exercised in the reasonable discretion of Grantee. Grantee further agrees to respond to any request of Grantor not later than forty-five (45) days following receipt by Grantee of Grantor's request. Failure of Grantee to respond to Grantor within the forty-five (45) day period shall not, however, be deemed to constitute approval of Grantor's request.

(d) In the event that the Grantor does not implement any approval granted pursuant to 3.1 and 3.2, for a period of one (1) year, such approval shall be void. Grantor may resubmit the request for approval; however, such approval may be given or denied in the sole discretion of the Grantee.

4. Standards for Review. In exercising any authority created by this Easement to inspect the Property; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Secretary's Standards.

GRANTOR'S RESERVED RIGHTS

5. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Easement and by Grantee without further approval by Grantee:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Easement;

(b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Buildings strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Buildings. The right to maintain and repair as used in this paragraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior written approval of Grantee in accordance with the provisions of paragraphs 3.1 and 3.2; and

(c) the right to continue all manner of existing residential use and enjoyment of the Property's Buildings, including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Easement.

PUBLIC ACCESS

6. Grantor agrees not to obstruct the ability of the public to view the Property and Buildings from a

public way, such as a public street adjacent to the Property. Upon request of Grantee made with reasonable notice not less than 60 days prior written notice to and the consent of Grantor, Grantor shall make the exterior and interior of the Property and Buildings accessible to the public on a minimum of one (1) day per year. This requirement may be fulfilled through a house tour or similar event that is open to the general public following published notice. Grantor may have a representative present during such public access, and access may be subject to reasonable restrictions to ensure security of the property and safety of the visitors. At other reasonable times, upon request of Grantee made with reasonable notice not less than 14 days prior written notice to and the consent of Grantor, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the exterior of the property. In addition, Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the property and may use or publish them (or authorize others to do so) to fulfill its charitable or educational purposes.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. Casualty Damage or Destruction. In the event that the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Buildings and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee; this report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and
- (c) a report of such restoration/reconstruction work necessary to return the Buildings to the condition existing at the effective date of this instrument.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of Grantee, alter, demolish, remove, or raze one or more of the Buildings, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of California and paragraph 23.2 of this instrument.

9. Insurance.

(a) Grantor shall keep the Property insured by an insurance company rated "Secured" by A.M. Best's Insurance Rating Guide for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.

(b) Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include Grantee's interest and name Grantee as an additional insured.

(c) Grantor shall deliver to Grantee a certificate of insurance annually or when coverage is renewed by Grantor. If Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Grantor must deliver proof of coverage, within ten (10) business days of Grantee's written request for documentation of coverage.

(d) Whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION AND TAXES

10. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, trustees, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by Grantee or any agent, trustee, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

11. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, property taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal of the charge, in which case the obligation to pay such charges as defined in this paragraph shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

ADMINISTRATION AND ENFORCEMENT

12. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery to the addresses set forth below. Each party may change its address set forth herein by a notice to such effect to the other party.

If to Grantor: Jesse Weil, Executor
Estate of Martin E. Weil
Hankoczy Jenő u. 3/B
H-1022 Budapest, Hungary

With copy to: S. Zachary Samuels, Esq.
1900 Avenue of the Stars, Suite 2300
Los Angeles, CA 90067

If to Grantee: Los Angeles Conservancy
Attn: Executive Director
523 West Sixth Street, Suite 826
Los Angeles, California 90014
Tel: (213) 623-2489
Fax: (213) 623-3909

13. **Evidence of Compliance.** Upon request by Grantor, Grantee shall promptly furnish Grantor with a certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of Grantee's knowledge.

14. **Inspection.** With appropriate prior notice to Grantor, Representatives of Grantee shall be permitted at all reasonable times access to inspect the Property to determine whether the terms of the Easement are being complied with and to enforce the same. The Grantor will cooperate with Grantee and any such Representatives of the Grantee.

15. **Grantee's Remedies.** Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Buildings to the condition and appearance that existed prior to the violation complained of in the suit. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Easement, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5)

days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed offer to sell the Property or of any listing of the Property for sale and provide the opportunity for Grantee to explain the terms of the Easement to the real estate listing agent and potential new owners prior to sale closing.

18. Liens and Subordination. Grantor represents and warrants to the best of its knowledge that there are no mortgages or deeds of trust encumbering the Property at the time of conveyance of this Easement. Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

19. Plaque. Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Property and the existence of this Easement.

BINDING EFFECT AND ASSIGNMENT

20. Runs with the Land. Except as provided in paragraphs 8 and 23.2, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all such persons in the future claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used in this instrument shall include all such persons. Any right, title, or interest granted in this instrument to Grantee also shall be deemed granted to each successor and assign of Grantee and each following successor and assign; the word "Grantee" shall include all such successors and assigns.

An owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. Assignment. Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under Section 170(h) of the Code whose purpose, among other things, is to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Easement was granted will continue to be carried out.

22. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Los Angeles County, California. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is recorded in the land records of Los Angeles County, California.

EXTINGUISHMENT

23.1. Extinguishment. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property in a manner consistent with the Purpose of this Easement and necessitate extinguishment of the Easement. Such circumstances may include, but are not limited to, partial or total destruction of the Improvements resulting from casualty. If this Easement is

extinguished or terminated in whole or in part, which may be accomplished only by judicial proceeding or a sale in lieu of condemnation approved in writing by Holder, the Holder is entitled to a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion of the unencumbered property or any part thereof, in an amount that is equal to the fair market value of this Easement at the time of the extinguishment. The Holder shall use its share of any proceeds in a manner consistent with the conservation purposes of this Easement.

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

23.2. Condemnation. If all or any part of the property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. After the satisfaction of prior claims and net of expenses reasonably incurred by Grantor and Grantee in connection with such taking, Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs 23.1 and 23.2 unless otherwise provided by law.

INTERPRETATION

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use contained in this instrument.

(b) This instrument may be executed in two counterparts, one of which may be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.

(c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to its subject matter.

(d) Nothing contained in this instrument shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or hereafter under any applicable zoning or similar ordinance, that would permit the Property to be developed to a use or uses more intensive (in terms of height, bulk, number of structures, assemblage of lots, subdivision, or other criteria related by such ordinances) than that to which the Property is devoted as of the

date of this Easement, such development rights shall not be exercisable on, above, or below the Property during the term of the Easement, nor shall they be transferred to any adjacent or other parcel.

(f) To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach and that Grantor shall not have any right to indirect, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

AMENDMENT

25. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of California. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential and/or commercial development on the Property other than the residential development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Los Angeles County, California. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

PUBLIC LAW 109-280 "SPECIAL RULES" COMPLIANCE

26. Protection of Entire Building. Grantor and Grantee agree that that the restrictions of this Easement shall apply to the entire exterior of the Buildings (including the front, sides, rear, and height of the Buildings), and that no change to the exterior of the Buildings may be made by Grantor except as provided herein.

27. Inconsistent Changes Prohibited. Grantor and Grantee agree that Grantor shall not undertake, and Grantee shall not permit, any change to the exterior of the Buildings which would be inconsistent with the historical character of such exterior.

28. Certification of Qualification of Grantee Under Penalty of Perjury. By execution of this Easement, Grantor and Grantee agree, and hereby certify under penalty of perjury, that Grantee is a qualified easement-holding organization (as defined in Section 170(h)(3) of the Internal Revenue Code) with a purpose of environmental protection, open space preservation, or historic preservation, and that the Grantee has both the resources to manage and enforce the restrictions of this Easement and a commitment to do so.

THIS EASEMENT reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Preservation and Conservation Easement, unto the said Grantee and its successors and permitted assigns forever. This **DEED OF PRESERVATION AND CONSERVATION EASEMENT** may be executed in two counterparts and by each party on a separate

counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

Grantor and Grantee expressly acknowledge and understand that, by their execution of this document, the certification under Paragraph 28 is made under penalty of perjury.

WITNESS:

GRANTOR:

Jesse Weil, Executor
Estate of Martin E. Weil

By: _____

Date: _____

ATTEST:

GRANTEE:

Los Angeles Conservancy, a California
nonprofit corporation

By: _____

Its: _____

Date: _____

[Notarizations to follow]

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, the under-
signed, a Notary Public in and for said State, personally appeared _____
_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized ca-
pacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____

Name _____
(typed or printed)

(Seal)

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, the under-
signed, a Notary Public in and for said State, personally appeared _____
_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized ca-
pacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____

Name _____
(typed or printed)

SCHEDULE of EXHIBITS

- A. Property Description**
- B. Baseline Documentation**

EXHIBIT A

PROPERTY DESCRIPTION

LOT 18 IN BLOCK "D" OF HARVARD HEIGHTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT OIL AND MINERAL RIGHTS AS RESERVED IN A DEED RECORDED SEPTEMBER 16, 1964 IN BLOOK D2627 PAGE 895, OFFICAL RECORDS.

EXHIBIT B

BASELINE DOCUMENTATION

The Miss Lucy E. Wheeler House, built in 1905-1906, is located on the northwest corner of Cambridge Street and Hobart Boulevard in the City of Los Angeles. The original house was designed by the architecture firm of Greene & Greene, with alterations completed in 1917 by Train & Williams, and additional alterations in the 1920s and 1940s that have also gained significance.

The residence is a 2-story, single-family dwelling designed in the Craftsman style and is characterized by a narrow, rectangular plan, a pitched roof with exposed beams and rafters, original redwood shingle-clad exterior, and original wood casement and double-hung sash windows. A front porch, dating from 1917, is located at the southwest corner of the house; the top floor of the porch serves as a deck for an upstairs bedroom. Bay windows on multiple elevations feature shed roofs with exposed beams and rafters. The attic space beneath the front and rear gables is characterized by vents composed of a wooden grid. Two brick chimneys punctuate the apex of the pitched roof.

The wood-framed structure is organized into three sections: a primary 2-story section with a pitched roof, a middle 2-story section with a shallow shed roof, and a rear one-story addition with a flat roof.

Landscape features include the brick walkway leading to the front of the house and in the back yard. A detached, combination shed and garage structure is located at the north end of the property.

The front yard of the residence is surrounded by a circa 1990s wood fence that is a reproduction of the fence Greene & Greene designed for the 1904 Jennie Reeves House in Long Beach. Details of a Greene & Greene-designed fence for the Wheeler House can be found with the original floor plans that are on file with the Grantee. If new fencing is to be constructed, utilizing the original design is strongly encouraged.

Exterior elevations: Primary Section

The primary section contains the main portion of the house with Living Room, Dining Room, and Sunroom on the ground floor and the bedrooms on the second floor. The front (south) elevation is characterized by a shallow gable formed by the pitched roof. Fenestration is organized into a balanced arrangement of four quadrants, though each window is unique in design. The first floor features a simple entrance door and a tripartite arrangement of casement windows separated by wood mullions (south wall of Living Room). On the second floor, directly above the first-floor entrance, a projecting, two-sided bay contains a pair of wooden French doors that open onto the upper level of the porch. This bay is topped by a shed roof characterized by an exposed beam and rafter tails supported by a pair of brackets. A pair of casement windows separated by a wooden mullion (south wall of SE Bedroom) is located above the first-floor windows with a projecting beam below the sill for the placement of a window box. Windows on the front portion of the house feature shaped sills and flush wood lintels that extend beyond the width of the window frames.

The front porch, added in 1917, is characterized by wood support posts. The east side of the porch is enclosed with glazing in the form of two wood framed, four-light windows set in a recessed track and operable by sliding. Additional pieces of glazing are inserted into the voids between the pairs of support posts and above the beam over the entrance steps.

The first floor level of the porch contains a solid railing characterized by board and batten siding. The floor of the porch is poured concrete scored into squares with a perimeter border of red brick. The ceiling is wood board that has not been painted or stained. The second floor level of the porch contains a continuous railing punctuated by posts aligned above the first floor support posts. This railing is characterized by a series of broad, vertical wood members.

The entire front gable is characterized by a four-part attic vent composed of a grid of wooden boards and three wooden posts. Three exposed beams punctuate the apex and base of the gable end. The west and east elevations of the primary portion of the residence are characterized by a wide soffit featuring exposed rafters.

The first floor of the east elevation contains a three-sided bay window topped by a beamed and bracketed shed roof (east wall of Living Room). The bay is characterized by a linear, tripartite arrangement of casement windows in the center, with an additional narrow casement window located at the two, angled sides of the bay. The predominant window types on the Wheeler House are paired or tripartite arrangements of two-light casement windows separated by wood mullions. The windows feature horizontal muntins dividing the upper one-fifth of the windows from the larger panes of glass below.

The enclosed sun porch at the northern portion of the east elevation is characterized by a tripartite arrangement of wood sliding windows. These three windows are each composed of five lights: the upper one fifth of the windows are divided into three square lights separated by wood muntins while the lower portions of the windows are bisected by a vertical wood muntin.

The second floor of the east elevation is characterized by a tripartite arrangement of casement windows located above and south of the center line of the first floor bay (east wall of SE Bedroom). A paired arrangement of casement windows is located above and south of the center line of the first floor enclosed sun porch (east wall of NE Bedroom).

The rear (north) elevation of the primary portion of the residence contains two pairs of sliding wooden windows flanking the French doors of the enclosed sun porch, and a paired arrangement of casement windows on the second floor (north wall of NE Bedroom). The pairs of two-light, sliding windows match the design of the house's casement windows, and feature horizontal muntins dividing the upper one-fifth of the windows from the larger panes of glass below.

The first floor of the west elevation contains a single, fixed pane window at the southern portion near the main entrance (first landing of Main Stairwell). This fixed pane is currently clear leaded glass, but originally contained a Greene & Greene-designed art glass design that is stored in the Greene & Greene archives at the Huntington Library.. The first floor of the west elevation also features a three-sided bay topped by a beamed and bracketed shed roof (west wall of Dining Room). The three windows, one on each side, are double-hung and characterized by six-light upper sashes. Toward the northern portion of the first floor are two smaller double-hung wood sash windows characterized by four-light upper sashes (west wall of Pantry and west wall of Toilet Room).

The second floor of the west elevation contains three double-hung wood sash windows, each characterized by six-light upper sashes. Two of these windows are arranged together, but separated by a portion of the shingle-clad exterior (west wall of Main Stairway at the second landing and west wall of Bathroom); the third is located toward the north end of the structure (west wall of NW Bedroom). In addition, a narrow casement window is located at the northern portion of the west elevation (west end of transition space to enclosed deck) and the other at the southern portion (closet window in SW Bedroom).

Exterior elevations: Middle Shed Roof Section

The two story shed roof section of the residence contains the kitchen and enclosed screened porch on the ground floor and the enclosed deck on the second floor. The first floor of this section contains one double-hung wood sash window on the east elevation (east wall of Kitchen). This window is characterized by a six-light upper sash. Directly above this window is a narrow, fixed-pane transom. A second fixed-pane

transom of similar size is located directly above the adjacent door (side door in Kitchen). A pair of single-pane, wood sliding windows is located on the east elevation to the north, while an identical, single wood sliding window is located on the adjacent north elevation (east and north wall of enclosed screened porch).

The second floor of this section of the residence is characterized by a continuous ribbon of single-pane, wood sliding windows located on east, north, and west elevations (Enclosed Deck). The north elevation contains windows arranged in three pairs. An additional pair of these sliding windows is located on both the east and west elevations.

Exterior elevations: Rear One-Story Wing Added in 1921

The one-story rear portion of the residence contains a sitting room and a smaller sunroom with a full bath attached. The east elevation contains a paired arrangement of wood casement windows located beneath a beamed and bracketed shed roof (east wall of Sitting Room). A ribbon of three, single-pane windows is located at the north portion of the east elevation (east wall of Small Sun Room); a similar pair of single pane windows is found on the north elevation (north wall of Small Sun Room.)

The west protruding portion of the north elevation contains the bathroom and features a wood casement window. This casement window features a horizontal muntin dividing the upper one fifth of the windows from the larger panes of glass below.

The west elevation contains two wood casement windows (west walls of Sitting Room), while the south elevation contains a modern window that accommodates an air conditioner (south wall of Sitting Room). Also on the west elevation toward the north corner of the residence is a ribbon of three, single pane windows similar to those found on the east elevation (west wall of Small Sun Room).

Exterior finishes

The colors of the original stains were identified and matched using microscopic analysis. The exterior of the house was originally stained dark brown, but was painted white in 1917 and remained in that state until 1993. In 1993, the house was painted brown to match the original dark brown stain. The window sashes, doors and underside of the eaves were painted in a red-orange color to simulate the original stain finish. Historic colors are to remain and documentation of the 1993 exterior painting is on file with the Grantee.

Shed/Garage

At the north end of the property is a detached, one-story combination shed and garage structure characterized by a pitched roof. It consists of the original 1905 shed portion to the west, and to the east, an early addition of a single-car garage that was expanded in the 1940s into a two-car garage that is accessed from Hobart Boulevard.

The entire structure is clad in wood board and batten siding. The north and south elevations of the shed (west) portion of the structure are characterized by wide eaves with exposed rafters. The north and south elevations of the wider garage (east) portion of the structure contain shallow eaves with exposed rafters.

The entry door to the shed, located on the structure's south elevation, is an original Greene & Greene design. It is characterized by a pattern of applied boards in a perpendicular arrangement: two verticals overlaid by four horizontals of two widths. The uppermost horizontal element spans only the central portion of the door.

The east elevation of the garage (east) portion of the structure is characterized by two pairs of garage doors and a shallow gable-end above. The gable features a wide soffit. Two exposed beams punctuate the base of the gable end. The gable end contains a vent characterized by horizontal wood boards. The garage doors

are characterized by a design motif similar to the Greene & Greene designed door on the shed. The pattern for the garage doors features three vertical elements.

Interior features

The Wheeler House has two full floors and a partial basement. The ground floor contains the main public spaces: a central entry hall with stairs to the west leading to the upstairs hall, the living room to the east, and the dining room to the north on axis with the main door. Original wall and ceiling colors for the main public spaces were identified by Martin E. Weil using the Munsell color system and are included here as significant features that should remain. Wood features throughout have mostly been restored to the original natural wood but have not been refinished with any stains or protective coatings.

Entry Hall

The original, 12-light front door is wood and contains original hardware. The Entry Hall is characterized by a seating bench/storage unit built into a wood-paneled dividing wall for the stairs; a finely detailed wood-framed doorway below the stair return with a decorative cutout and exposed joinery pegs leading to a coat closet/alcove and the basement door; and the rear and side exposed brick of the large fireplace in the living room. The basement door has a unique cord and pulley mechanism that opens up trap doors to reveal the first (hidden) step into the basement. Munsell wall color identified for this room is 2.5GY 3/2 while the ceiling color is 2.5Y 8/6.

Stairwell and Upper Floor Hallway

Visible along the stairwell are decorative wood pegs giving a sense of handcrafted joinery, as with the built-ins of the entry hall. The small window at the first landing is likely where a Greene & Greene-designed art glass window was originally installed. As noted in the exterior section, the art glass window is currently on loan to and stored in the Greene & Greene archives at the Huntington Library, but can be reinstalled. Munsell wall color for the stairwell is 2.5GY 3/2. The ceiling is 2.5Y 8/6, which extends to the upstairs hall.

Living Room

The large brick central fireplace centered on the west wall dominates the Living Room. Double-wide open doorways on each side lead from the Entry Hall to the south and the Dining Room to the north. Described in the original Greene & Greene plans as “blue brick,” the brick chimney is a connecting feature seen in many rooms on both floors of the house. Various dimensions of brick exist throughout the fireplace including the mantel and hearth. The original plans include a horizontal metal bar above the firepit but do not depict the metal doors. These metal doors appear to be from the Arts and Crafts period and should remain (though they can be refinished). An original metal heating grate is in the floor north of the hearth.

A bay window seat with a board and batten ceiling is located along the east wall of the Living Room. A set of French doors at the north wall lead to the Sunroom. Shadow lines where original built-in bookcases existed remain on the north wall. While no documentation was found for the design of the original bookcases, reproduction built-in bookcases based on other Greene & Greene designs were constructed to match the shadow line and installed in 2009. Munsell wall color identified for this room is 7.5Y 3/4, ceiling is 2.5Y 8/6.

Sunroom

The Sunroom was originally a porch in the 1905 Greene & Greene design and was later enclosed. The Sunroom's ceiling is 5" wide V-groove wood board, the floor is 2-1/4" wide fir planks, and the walls below the windows are pine wood boards missing battens. Wood shingles exist above the windows and on the walls that were once the exterior of the house, i.e. the exterior of the Living Room and Dining Room walls (south and west walls). All wood, including shingles, boards, and windows (but excluding floor) has been stripped

to natural, unfinished wood. A freestanding Arts and Crafts table attributed to Greene & Greene in the Sunroom is to remain with the house. If the table is to be refinished, it should match the original stain and finish found on the underside of the table top.

Dining Room

The Dining Room's west wall features a bay window with a board and batten ceiling. The north wall has a built-in china cabinet and a swinging door into the kitchen. The wood plate rail is not original but reproduced based on the original. Part of the main fireplace is visible in the southeast corner of the Dining Room; the bricks on the lower portion retain an early coat of the wall color paint. Munsell wall color identified for this room is 2.5Y 6/6 and ceiling color is 2.5Y 8/6.

Kitchen/Pantry

The Kitchen has a pantry on the west end and a door to the side yard on the east wall. The kitchen sink is porcelain-enameled cast iron with a single bowl and a porcelain-enameled sheet metal back splash that should be replaced in kind if necessary. The countertop is made of magnesite, a building material once popular from the 1920s-1950s made from powdered magnesium mixed with water and poured like concrete. Often used to mimic tile floors and stair treads, it was also used in baths and kitchens. The magnesite in the Kitchen has been repaired but continues to deteriorate and is not original or significant to the house. The wood cabinetry below the magnesite counter has been partially stripped but not refinished. It is a significant original element and further investigation to determine the original finish is needed. The cabinet above the sink is a later addition and its backside is visible from the pantry; it can be removed to allow reconstruction of board and batten to match the other side of the pantry doorway.

In the pantry, the south and west walls are original as are all lower cabinets. The north wall exhibits early alterations that can be restored to the original if desired.

Rear Wing

Beyond the Kitchen is an L-shaped transition space that was originally a screened porch but which now connects the 1905 house to the rear wing. A water closet with a toilet is located in the short leg of the L and to the north of the pantry. Painted wood shingle cladding, originally exposed to the exterior, remains on the south wall, as do the matching shingles added below the screen (now window) openings on the north and west walls. The partition wall creating a laundry/utility room is not original and may be altered. The V-groove wood board ceiling and fir floor are similar to that found in the Sunroom and are historic.

The screened porch leads to the rear wing that was added in 1921 and includes a large sitting room connected via a set of French doors to a smaller sunroom. In the smaller sunroom, a full bath is located in the northwest corner while a rear door leading to the back yard and garage is centered on the north wall. The rear wing is compatible architecturally with the 1905 portions of the house and has gained significance. Character-defining features here include the windows, closet doors, French doors, trim, and flooring. Nonetheless, flexibility for alterations is possible on the interior of the rear wing, especially along the south wall of the sitting room where two closets are located.

Basement

The partial Basement is accessed from the Entry Hall below the stairs by a door and hidden step mechanism. The basement stairwell retains original details of the Greene & Greene house and must be preserved as is. Woodwork that was originally a light blonde color and likely finished with linseed oil has aged over time into a cherry (reddish-brown) color. Two original Greene & Greene wall color treatments exist in the form of two shades of green on wall surfaces: an olive green treatment on the north wall that appears to match the original color of the living room, and a deeper, but brighter, green treatment on the east wall inside the under-stair cabinet and also where a horizontal wood piece likely covered and protected part of the

wall. A side door on the west wall at the first landing was likely added in later alterations (the Greene & Greene plans depict a window at that location) and is similar to the 12-light front door of the house.

The rest of the basement is unfinished but the brick and concrete foundation walls and piers are visible.

Second Floor

In the original Greene & Greene design, the second floor contained four bedrooms and one bath, and an open porch off the northwest (NW) Bedroom at the rear of the house.

The upstairs hall has two bedrooms located to the south, two bedrooms to the north, and the full bath to the west. The NW Bedroom's entry door and wall are angled out into the hall. The exposed brick chimney from the living room fireplace is on the east wall. A linen closet with an original Greene & Greene-designed door is located north of the chimney. An attic hatch is located at the ceiling of this hall.

The two bedrooms at the front of the house (SW Bedroom and SE Bedroom) have been altered into one large space with the partition wall removed. This space could be returned to the original design as two separate rooms. The SW Bedroom has a closet located above the stairs with a window on the west wall. Two sets of double doors, set in an angled, two-sided bay, lead onto the upper level deck of the 1917 porch addition. The SE Bedroom has a small closet in the northeast corner that has the same oak wood flooring as the room.

At the north (rear) end of the house are the NW Bedroom and NE Bedrooms. The NE Bedroom also has a closet along the shared wall with the SE Bedroom. The NW Bedroom has built-in closets along its east wall, albeit with a missing closet door and non-original shelves and drawers. The remaining closet door is representative of Greene & Greene-designed cabinetry and is highly significant. This is the only built-in cabinetry present in any of the bedrooms. The floor in the NW Bedroom is fir; the transition from the oak floor in the hall is visible at the threshold.

North of the NW Bedroom is another transitional corridor space leading to a porch that was enclosed. Similar to the space on the ground floor, the walls are clad with wood shingles on both the shared wall with the NW Bedroom (which was originally the exterior of the house) and the wall shared with the enclosed deck. The added wall and shingles are less significant and can be removed or altered. A window is located at the west end of this space.

The enclosed deck has a ceiling characterized by exposed wood rafters that is painted, as are the shingles on the walls. The north, east, and west walls have continuous, square, sliding wood-framed windows.

Significant interior features throughout the house include:

- Original plaster on all walls and ceiling throughout the main house and rear addition. The (rough) sand finish plaster on the walls in the Entry Hall, Basement Stairwell, Main Stairwell, Living Room, Dining Room, Upstairs Hall, and the SW, SE, and NE Bedrooms are also significant.
- The original wall color in the Entry Hall, Stairwell, and Upstairs Hall (deeper green), Living Room (olive green), and Dining Room (yellow).
- Original oak floors throughout the first floor and stairs, the maple floor in the kitchen, wider plank fir floor in the rear wing, and the flooring in areas that were originally outside (Sunroom, enclosed screened porch). Oak floors on the second floor appear to be a later upgrade but should remain. It appears to be laid directly on an original fir floor that can still be seen (and should be retained) in the NW Bedroom.

- Original woodwork throughout the house, including all windows and doors and their framing, trim, board and batten, ceiling boards, plate rails, and all built-ins. Wood built-ins include, but are not limited to:
 - Seating and storage bench, partition with cutout design and plain but prominent framing around basement door in entry hall, including the (decorative) wood peg joinery
 - Window seat and ceiling in Living Room bay window
 - Reproduced bookcases in Living Room
 - China cabinet and wood ceiling of bay window in Dining Room
 - Closet and cabinetry in NW Bedroom
- Much, though not all, of the wood trim and woodwork in the Greene & Greene main section is white cedar that has been stripped to natural wood but not refinished. None of this wood should be painted or protected in a way that is not easily reversible (i.e. no clear base coat that would require stripping). Any finish on the wood elements should follow typical Greene & Greene specifications that are on file with the Grantee. In general, the specifications call for applying one brush coat of pure undiluted boiled linseed oil and rubbing down with cheese cloth leaving no oil. Rub to a polish with a woolen cloth. Apply one coat of orange/amber shellac.
- Original window, door, and built-in hardware throughout the house, including hinges, knobs, locks, and the distinctive Greene & Greene square escutcheons.
- Exposed brick of fireplace and chimney throughout the house, including Living Room, Entry Hall, Dining Room, and Upstairs Hall. The lower portion of the brick in the dining room currently retains a coat of wall color paint from earlier decades.
- Original Arts and Crafts lighting fixtures in Entry Hall, Living Room, Dining Room, Sunroom, Kitchen, Pantry, and Toilet Room. See inventory below. Wall sconces are reproductions but are based on the original plans and should remain with the house.
- Curtain rods throughout the house are a mix of original and reproductions that match the original; a list is on file with the Grantee
- Window screens throughout, while not original, are highly compatible and should remain. They have been reconstructed, some based on Greene & Greene models.
- Bathroom fixtures are not original, but fixture locations should remain in each of the 3 bathrooms. The sink location in the Laundry Room near the Toilet Room can be altered, though the built-in medicine cabinet should remain in place.
- Where repairs or replacement are necessary, original and historic materials from the house will be reused to the greatest extent possible and shall meet the Secretary of the Interior's Standards.

Lighting Fixture Inventory (per Martin Weil's written comments)

Room	Living Room	Dining Room	Toilet Room	Kitchen	Entry	Pantry
Wood Frame	Center block is missing, to be replaced	Complete	Complete	Complete	Complete	Complete
Bolts	(20) 14 new bolts for end blocks 14 new bolts for center block	(20) Complete	(4) Complete	(4) Complete	(4) Complete	(4) Complete
Hooks & Nuts	Complete	(4) 2 nuts are missing	Complete	Complete	Complete	Complete
Lamp Holders	Complete	1 lamp holder missing	New-with turn	Paper lining missing	Screw missing	New—with chain
Art Glass Lantern	(1) Broken glass panel to be repaired	Complete	n/a	n/a	2 glass segments are missing—to be replaced	n/a
Chain & Screw	n/a	n/a	New required or reuse-- existing replacement	Complete	n/a	Complete
Shade Ring	n/a	n/a	New to match kitchen	Complete	n/a	New to match kitchen
Glass Shade	n/a	n/a	Owner to supply	Complete	n/a	Owner to Supply

Key/Notes:

- Complete: Original and in place
- New: New component supplied by Martin Weil
- Missing: Items missing when Martin Weil completed inventory
- Repair/replace: Suggestions from Martin Weil
- Sunroom light fixture was not inventoried in Martin Weil's files but is assumed to be intact and all original.

LIST OF FIGURES

Photographs:

Exterior

1. **Primary (south) elevation.** The front elevation faces Cambridge Street and is characterized by red-wood shingle-clad exterior, the shallow gable formed by the pitched roof from the 1906 original Greene & Greene design and the two-story porch added in 1917 by Train and Williams. The wooden boards of the attic vent are visible under the overhang of the roof. The front yard fence and gate are reproductions of a Greene & Greene-designed fence for the 1904 Jennie Reeves House in Long Beach but are compatible for the house.
2. **View of porch.** Visible are the wood support posts of the 1917 porch and glazing between the posts and above the entrance steps; the railing at the ground floor porch and second floor deck; and the square concrete pavers and unfinished wood ceiling of the porch. The underside of the eaves has been painted in a red-orange color to simulate the original stain finish. Also visible is the painted shingles typical on the house.
3. **Corner view of primary and east elevations.** Visible is the south and east elevations of the 2-story primary portion from 1906, including the 2-story porch added in 1917 with sliding wood windows on its east elevation. Also visible is one of two French doors projecting at an angle onto the second-floor deck from the SW bedroom.
4. **View of east and north elevations, looking south from east side yard.** The three sections of the house is visible here: the primary 2-story section with a pitched roof from the 1906 Greene & Greene design; a middle 2-story section with a shallow shed roof that is the enclosed deck attached to the NW Bedroom and with a ribbon of square, sliding wood-framed windows; and a rear one-story addition with a flat roof.
5. **View of north elevation with enclosed sun room from east side yard.** Visible is the north elevation of the 1906 primary portion of the house with the steps, paired French doors and wood sliding windows of the enclosed sunroom. At the right is the side door leading to the kitchen.
6. **View of 1921 rear wing addition from east side yard.** Visible is the east elevation of the 1921 rear wing addition with a flat roof and side door leading to the sitting room. The detached shed/garage is visible in the background.
7. **Front (east) elevation of shed/garage on Hobart Blvd.** The detached one-story combination shed and garage structure is located at the north property line. Visible here is the garage portion with two sets of paired doors accessed from Hobart Blvd.
8. **South elevations of shed/garage.** Visible is the original 1905 shed portion of the detached shed and garage structure with wide eaves along the south elevation and the original Greene & Greene-designed entry door.

Interior—Ground Floor

9. **Entry hall, looking northeast.** Visible is the rear of the brick fireplace in the Living Room and a curtain rod, typical of the original and replicated ones found throughout the house, above the doorway to the Dining Room beyond (north) of the Entry Hall.
10. **Main Stairwell.** Visible is the first landing with a window where a Greene & Greene-designed stained-glass window was originally located.
11. **Detail view of basement doorway in entry hall.** Visible is the open door to the Basement that reveals the hidden step at the threshold. The wood elements seen here have been stripped of all paint layers.

12. **Front door.** Detail view of the 12-light front door with original hardware.
13. **Living Room, looking north.** Visible are the brick fireplace and entry to Dining Room along the west wall. On the north wall are the doors leading to the Sunroom flanked by reproduction bookcases matching the original shadow lines on the wall. Also visible is curtain rod above the Sunroom doors and the Arts and Crafts light fixture.
14. **Sunroom, looking northeast from dining room.** Windows on the east and north sides are part of the 1917 enclosure, as are the French doors leading to the rear/east yard on the north wall. All wood elements, except the floor, have been stripped of paint. Also visible is the wood ceiling and floor. The Arts and Crafts table is to remain with the house but has not been refinished; the light fixture is original and intact.
15. **Sunroom, looking southwest toward dining room.** Visible is wood shingles on the south and west walls that have been stripped. Also seen are the French doors on the south wall leading to the Living Room and doorway on the west wall to the Dining Room.
16. **Dining Room, looking west.** On the north wall is the built-in china cabinet and swinging door to the Kitchen (not visible); on the west wall is a bay window. The Arts and Craft light fixture is mostly original and complete (see chart in baseline documentation).
17. **Dining Room, looking southeast.** On the east wall are the doorways into the Living Room and Sunroom (not visible); on the south wall is the door and doorway to the Entry Hall. Visible is the rear of the Living Room fireplace in the Dining Room retaining early paint at the bottom and newly painted in the same color above. The reproduced plate rail is visible around the room.
18. **Kitchen, looking northeast.** Visible is the sink on the west wall, the door leading to the east side yard on the east wall, and the original light fixture. The transition area that was once a screened porch and now enclosed with shingled walls is visible north of the Kitchen.
19. **Kitchen, looking west.** Visible is board and batten on the west wall of the Kitchen and the Pantry with original lower cabinets and shelves.
20. **Detail of sink cabinets in Kitchen.** Visible is the porcelain-enameled cast iron sink and back surrounded by a magnesite countertop that is not a character-defining feature. The cabinets below the sink are original, but have not been refinished yet. Also visible is the maple flooring in the kitchen.
21. **Rear wing, sitting room looking south to Kitchen.** View of 1921 rear wing addition with wood trim visible around doorways. Flexibility is allowed for this south wall of the sitting room. The light fixture is not original.
22. **Rear wing, small sunroom looking north.** Visible are the double doors connecting the two rooms of the rear wing. On the center of the north wall is a door leading to the back yard and Garage/Shed. To the west is the door leading to a Full Bath.

Interior—Second Floor

23. **Upstairs hall, looking north.** Visible is the brick of the chimney from the living room fireplace and the angled wall of the NW Bedroom. Also seen is the access hatch to the attic. The Full Bath is located at the left.
24. **SE Bedroom looking toward SW Bedroom.** Visible is the open doorway between the two bedrooms on the south side of the house. Also visible are the projecting doors leading to a deck and the closet of the SE Bedroom. The wall colors have been stripped to the original application. New colors may be painted on top of the original as long as the rough sand finish is evident and the original application remains in place (i.e. it is not stripped to the plaster and/or the plaster is not removed).

25. **NE Bedroom, from doorway.** Visible is the reproduced sconces on either side of the windows, the stripped wood of the windows, and the curtain rods.
26. **NW Bedroom, from doorway.** The paint on the walls has not been removed to reveal the original application and no sand finish is currently evident on the walls. The floor is fir and likely original to the second floor; a later upgrade to oak flooring for the rest of the second floor is apparent at the threshold.
27. **Detail of built-in closets in NW Bedroom.** Visible is the east wall with one missing door and one Greene & Greene-designed door with original hardware. Shelves and a lower cabinet were added.
28. **Transition space to enclosed deck from NW Bedroom.** Visible on the left (south) is the original outer wall of the house, with the north shingled wall and window added when the deck was enclosed. The roof's wood boards and rafters match those in the enclosed deck. Some shingles have been stripped, but most remain painted in blue or dark brown.
29. **Enclosed deck from NW Bedroom, looking west.** Visible are the square sliding windows added when the deck was enclosed with shingles below. Wood elements here have not been stripped.
30. **Basement stairwell, west wall.** Visible is the original Greene & Greene palette for the house. A deep, bright green wall color is visible along a horizontal area that likely had been protected. Also seen is the dark brown/cherry color of the wood work, which is typical of how original linseed oil applied on wood elements ages and darkens.
31. **Detail inside under-stair cabinet in basement stairwell.** Original deep and bright green wall color protected inside the cabinet below the main stairs.
32. **Basement stairwell, north wall.** Visible is an olive green wall color that also appears to be an original color for some parts of the house. The rear of the basement door with darken wood color can also be seen at the right and on the ceiling.
33. **Detail of original hardware.** Square escutcheon and metal hardware typical for Greene & Greene and found throughout the house.
34. **Detail of reproduced wall sconce.** Typical wall sconce that was reproduced based on original plans for the house.