

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Ms. Susan N. Mossman, Executive Director  
Pasadena Heritage  
651 South St. John Avenue  
Pasadena, California 91105

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**CONSERVATION EASEMENT**

Documentary Transfer Tax: none (This is a conveyance of an easement and the consideration and value is less than \$100, R&T 11911.)

This Conservation Easement ("Easement") dated as of December \_\_, 2005, is entered into by and between RICHARD H. GOULD, ROBERT A. GOULD and JEAN GOULD BRYANT, tenants-in-common (collectively the "Grantor"), and the PASADENA HERITAGE, a California nonprofit corporation ("Grantee") with reference to the following facts:

RECITALS

A. Grantor is the record owner of certain real property and the improvements thereon (the "Building"), and that is located at, San Buenaventura, County of Ventura, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Specific elements located in the interior of the Building, more particularly described in Exhibit B, are included in the grant of easement made hereby. The specific conservation values of the Property are also documented in an inventory of the Property, dated December \_\_, 2005, entitled "The Gould House Baseline Documentation Report", on file at the offices of the Grantee and incorporated by this reference, which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant ("Baseline Documentation Report"), and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The conservation values include scenic vistas and open space values.

B. 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 easement set forth in this Grant Deed. 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 defined in Section 170(h)(3) of the Internal Revenue Code.

C. The Property consists of a one and a half story Bungalow, known as the Gould Residence. It was designed by noted architect Henry Greene. The Property includes three unassembled parcels: parcel A, on which the Bungalow, gravel driveway and a recent garage structure sit; and two vacant parcels, parcels B and C. Parcel A has been landscaped by noted native plant specialist Theodore Payne. The landscaping includes a number of trees and shrubs including trees original to the Property, stone walls, patios and a stepped terrace. The grant of the easement as set forth in this instrument will assist in preserving a historically and architecturally important structure, as well as vistas and open space associated with the structure, which attributes are collectively, described in Exhibit B attached hereto and incorporated herein by reference (the "Conservation Values"). Grantor and Grantee recognize the architectural and historical significance to the City of San Buenaventura ("City") and the State of California of preserving the Property and the Building in its current state. The Property is individually listed in the National Register of Historic Places at the time this donation was made or the Grantor expects that it shall be so listed at the due date (including extensions) for filing the Grantor's return for the taxable year in which this donation was made.

D. The term "Façade" as used herein consists of all exterior surfaces of the Building, including without limitation all walls, roofs, windows, awnings, terraces, patios, stairs, tiles, and chimneys. The interior features protected by this Easement are more particularly described in Exhibit B to this Easement (The interior features covered by this Easement do not include moveable furnishings, except for the mirror designed by Henry Greene and identified in Exhibit B). Written descriptions and photographs of the Façade and Interior features depicted and described in Exhibit B are on file at the offices of Grantee, but are not appended hereto.

E. It is the policy of the State of California, as set forth in California Government Code Sections 50280 et seq. and 65560 et seq., and California Civil Code Sections 815 et. seq., to preserve and maintain scenic open space lands and buildings of historical significance

F. The restrictions set forth in this Easement constitute a "conservation easement" pursuant to California Civil Code Sections 815 through 816, inclusive, but the invalidity of such provisions 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 that this instrument create a conservation easement which is an interest in real property, freely transferable, perpetual in duration, running with the land and enforceable by Grantee and its successors and assigns, notwithstanding any lack of privity of contract or estate or any lack of specified, benefited land.

G. The Grantor intends to make a charitable gift of this Conservation Easement and thus Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a conservation easement in and to the Façade and specified Interior Features of the Building and Property, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 170(h) of the Code, Grantor does hereby give, grant, release, transfer and convey to Grantee, its successors and assigns, an easement (the "Easement") to preserve the Structure and the Conservation Values as hereinafter described. The area of the Easement encompasses the exterior of the Structure, including but not limited to wall surfaces,

railings, decorative metalwork, doors, windows, roofs, and decorative elements as well as certain interior features (collectively, the "Easement Area").

TOGETHER WITH the right to implement said Easement in the manner hereinafter provided.

TO HAVE AND TO HOLD the Easement, to Grantee and its successors and assigns in perpetuity or until the earlier termination in accordance with the terms of this Easement, reserving to Grantor and their successors and assigns forever, the fee title to the Property and Structure and incidents of ownership therein other than this Easement, including the right to exclusive use and occupancy of the Structure, all to the extent not inconsistent with the terms and purposes of the Easement granted herein.

AND Grantor and Grantee for themselves, their successors and assigns, hereby covenant and agree as follows:

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

2. Grant of Easement. Grantor hereby irrevocably grants and conveys to Grantee a conservation easement in perpetuity in and to the Façade and specified Interior Features of the Property and Building, which consists of: (a) all exterior surfaces and parts of the Building, including without limitation all walls, roofs, windows, balconies, doors, stairways, porches, columns, entablature, chimneys and architectural, ornamental and decorative features, including pilasters, and shutters; and (b) all interior features as described in Exhibit B, for the purpose as herein stated.

3. Baseline Documentation Report. The parties acknowledge that the Baseline Documentation Report is intended to establish the condition of the Property subject to the Easement as of the date written above and that both Grantor and the Grantee acknowledge that the Baseline Documentation Report accurately represents the condition of the Property at the time of the conveyance.

4. Grantor's Covenants: In furtherance of the Easement herein granted, Grantor hereby covenants and agrees as follows:

4.1 Covenant to Maintain. Grantor covenants and agrees to use special care to continuously maintain and repair the exterior and interior of the Property and Building in a good and sound state of repair in conformity with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building published by the Secretary of the U.S. Department of the Interior (or, if such publication is discontinued, any successor or analogous set of generally accepted guidelines for the rehabilitation and maintenance of historic structures) (the "Secretary's Standards"), so as to preserve the historical and architectural integrity of features, materials, appearances, workmanship and environment of the Property and the Building. Maintenance shall be continuously provided using the same materials and workmanship as exists on the Property and the Building as of the date of recordation of this Easement.

4.2 Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise expressly provided in Section 8, below:

4.2.1 Demolish, alter, remove or raze the Building and the protected interior features, except as provided in Section 8, below;

4.2.2 Dump or store on the Property any trash, rubbish, ashes, sawdust, construction materials, junk, scrap or other unsightly or offensive materials which are visible from public roads or streets, except temporarily during construction or remodeling carried out in conformity with this Easement;

4.2.3 Erect or place any other Building or structures on the Property except for temporary structures required for the maintenance or rehabilitation of the Property and/or the Building, such as construction trailers, or as provided in Section 4.8;

4.2.4 Divide, subdivide, devise or convey the Property in law or in fact except as a unit;

4.2.5 Install or create above-ground utility transmission lines on the Property, except those reasonably necessary for the Building, subject to utility easements already recorded;

4.2.6 In the event of any casualty damage to the Building's façade or interior features, make any repairs or reconstruction other than: (a) temporary emergency work to prevent further damage or to protect public safety, and/or (b) repairs or reconstruction conducted in accordance with Section 7, below.

4.3 Grantor's Conditional Rights. Without the prior express written approval of the Grantee, pursuant to Section 4.4 below, which approval may be withheld or conditioned in the sole discretion of Grantee, Grantor shall not undertake, or cause or suffer to be undertaken, any of the following actions:

4.3.1 Make any change in the Facade of the Building or protected interior features as it exists on the effective date of this Easement, including, without limitation, any alteration, partial removal, construction, remodeling, physical or structural change, demolition, removal, razing, sandblasting or other forms of abrasive cleaning, or change in the color or surfacing of the Facade;

4.3.2 Expand the Building either vertically or horizontally in any manner whatsoever;

4.3.3 Construct or place any object on the Property (other than the normal replacement of existing flowers, trees and shrubs) which may obstruct, limit or deprive in any manner whatsoever the ability or opportunity of the public to view the facade of the Building from public roads and streets, including, without limitation, the installation of fences or gates;

4.3.4 Erect any external signs or external advertisements except: (a) such plaque(s) permitted under Section 4.5, below; (b) a sign stating the address of the Property; and (c) a temporary sign to advertise the sale or rental of the Property;

4.3.5 Make permanent substantial topographical changes, such as excavation for the construction of roads, parking lots, and recreational facilities, except as provided in Section 4.8.

4.4 Grantee's Approval. Grantor shall request Grantee's approval for any of the actions set forth in paragraph 4.3 by written notice to Grantee specifying in reasonable detail (including, if requested by Grantor, submittal to Grantor of plans and specifications) the proposed action or actions and the expected commencement date thereof, which notice shall be at least sixty (60) days in advance of the date specified for commencement of the proposed action. Grantee shall have sixty (60) days after receipt of such notice in which to approve or disapprove the specified action or actions in writing in Grantee's sole discretion. If no notice of disapproval is given by Grantee within said sixty-day period, then Grantee shall be deemed to have approved the action or actions specified in Grantor's written notice. In the event that Grantee grants its approval, and as a condition thereto, Grantor hereby agrees that Grantee may specify all materials, methods, cleaning substances and colors to be used in any such work, and may require that Grantor obtain Grantee's approval of the final plans and specifications as Grantee deems necessary or desirable. Grantor agrees that the review and approval by Grantee of any such proposed action and the plans and specifications are solely for Grantee's benefit. Grantee shall have no duty to warn Grantor, nor shall Grantee be deemed to have made a representation or warranty to Grantor with respect to the safety, adequacy, correctness, efficiency or compliance with law of such proposed action, or plans and specifications, or any matter with respect thereto. A reasonable fee may be charged by the Grantee, at the Grantee's discretion, to review plans for alterations or substantial work on the Property requiring Grantee's approval or inspection.

4.5 Signage. Grantor shall have the right, with the consent of the Grantee which consent shall not be unreasonably denied, to post additional signs, notices and other kinds or forms of inscription for the Façade of the Building to be displayed in or on the windows or doors or on the outside of the Building or elsewhere on the Property, so long as such signs and notices are consistent with the architectural style and character of the Building and are placed and affixed in a manner consistent with the Secretary's Standards. Grantor shall give Grantee fifteen (15) days prior written notice of its intention to place signs or notices upon the Façade of the Building.

4.6 Landscaping. All landscaping located on the Property shall be maintained in a manner consistent with any applicable standards of the City of Ventura and in a manner which does not detract from the conservation and preservation values protected by this Easement. The planting of any new fruit, shade, decorative or ornamental trees or any vegetable garden shall be permitted so long as they do not detract from the conservation and preservation values protected by this Easement.

4.7 Grantor's Reserved Rights. Subject to the provisions of Sections 4.1 through 4.6 above, the following rights, uses, and activities of or by Grantor on, over, or under the Property and Building are permitted by this Easement and by Grantee without further approval by Grantee:

4.7.1 The right to engage in all those acts and uses that: (a) are permitted by governmental statute or regulation; (b) do not substantially impair the conservation and preservation values of the Property and the Building; and (c) are not inconsistent with the provisions and purpose of this Easement, and Grantee's rights hereunder;

4.7.2 The right to maintain and repair the Building according to the Secretary's Standards. As used in this subsection, 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 Building. The right to maintain and repair as used in this subsection 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 approval of Grantee in accordance with the provisions of Sections 4.4 and 4.6;

4.7.3 The right to continue all manner of existing uses and enjoyment of the Property and Building, including but not limited to the maintenance, repair, and restoration of existing gates or fences; the right to maintain existing driveways, roads, and paths with the use of same or suitable surface materials; the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the purpose of this Easement, and the right to remove any existing fences;

4.7.4 The right to conduct at or on the Property commercial, retail, residential, educational and nonprofit activities that are not inconsistent with the protection of the conservation and preservation values of the Property and Building;

4.7.5 The right to assemble parcels A, B and C into one parcel of property.

4.7.6 The right to construct a tennis court, swimming pool, horse barn, stable and/or corral, so long as the size and location of each such structure or improvement does not detract from the conservation and preservation values protected by this Easement, as determined by the Grantee in its application of the Secretary of Interior's Standards.

4.7.7 The right to construct a second story on the 1982 garage sited on Parcel A, for the purpose of housing either a maid, groundskeeper or guests, so long as the size and architecture of the structure does not detract from the conservation and preservation values protected by this Easement, as determined by the Grantee in its application of the Secretary of Interior's Standards.

4.7.8 In lieu of the construction of an addition to the 1982 garage on parcel A, the right to construct a visitor center on Parcel B or C, along with an adjacent parking area on said parcels, so long as the size and location of such structure or improvement does not detract from the conservation and preservation values protected by this Easement, as determined by the Grantee in its application of the Secretary of Interior's Standards.

5. Inspection; Right To Enter. Grantor hereby consents and agrees that representatives of Grantee, its successors and assigns, shall be permitted to inspect the Property including the Building

thereon at all reasonable times upon three (3) days prior notice given to Grantor. Inspections will normally take place from the street or from interior spaces documented in the "Baseline Documentation Report"; however, Grantor consents and agrees that representatives of Grantee, its successors and assigns, shall be permitted to enter and inspect other areas of the interior of the Building and other improvements on the Property for the purpose of verifying the maintenance of the structural condition and soundness of such Building and improvements and protecting the rights of Grantee herein. Inspection of the areas of the interior not documented in the "Baseline Documentation Report" will be made at a time mutually agreed upon by the Grantor and Grantee, its successors and assigns, and Grantor covenants not to withhold unreasonably its consent in establishing a date and time for such inspection.

6. Public View and Access. Grantor agrees not to obstruct the ability of the public to view the Property and the Building from a public way, such as a public street adjacent to the Property. Grantor shall permit Grantee to make the Property and the interior of the Building accessible to the general public at least one (1) day per year on dates mutually and reasonably agreed to by Grantee and Grantor, upon not less than four (4) months prior written notice from Grantee to Grantor. Any such public admission may be subject to restrictions mutually agreed upon as necessary for the protection and maintenance of the Property and the Building. At other times deemed reasonable by Grantor, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the property. Grantee may take photographs or make drawings or other representations documenting the significant historical, cultural or architectural character features of the Property and Building and distribute them to the media, or use them in connection with any of its efforts or activities in the preservation and conservation of the City's heritage.

7. Insurance. Grantor shall, at Grantor's own expense, maintain insurance with a licensed insurance carrier for the full replacement value of the Building 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. Grantor shall not be required to maintain insurance for earthquake or flood unless it is required by a deed of trust encumbering the Building. Upon request therefor by Grantee, Grantor shall promptly deliver to Grantee certificates of insurance for each policy required hereunder. All such policies shall contain a provision that, notwithstanding any contrary agreement between Grantor and the insurance company, such policies will not be canceled, allowed to lapse without renewal, surrendered or materially reduced in scope or limits of coverage without at least thirty (30) days prior written notice to Grantee. At least thirty (30) days prior to the expiration of each required policy, Grantor shall deliver to Grantee evidence reasonably satisfactory to Grantee of the payment of premium and the renewal or replacement of such policy.

8. Casualty Damage or Destruction. In the event that the Building 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 Building and to protect public safety, shall be undertaken or caused to 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 Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantee and Grantor, including: (a) an assessment of the nature and extent of the damages; (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damages or destroyed portions of the Building; and (c) a description of such restoration/reconstruction work necessary to return the Building to the condition existing at the date of recordation of this Easement.

If, after reviewing the report provided in the preceding paragraph and assessing the availability of insurance proceeds after satisfaction of any mortgagee's or lender's claims, 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 Building 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 described above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's or lenders' claims, Grantor and Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of Grantee, alter, demolish, remove, or raze the Building, 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 Section 170(h) of the Code.

9. Percentage Interests. For purposes of allocating proceeds pursuant to paragraphs 8 and 10, Grantor and Grantee stipulate that as of the date of this Easement, Grantor and Grantee are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Property, without deduction for the value of the Easement, on the effective date of the Easement. The values on the effective date of the Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to section 170(h) of the Code. The parties shall include the ratio of those values as part of Exhibit B (on file with Grantor and Grantee) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the effective date of this Easement and subject to the requirements of this Easement is reserved to Grantor (the "Improvements Value").

10. Condemnation. If any action or proceeding be commenced for the taking of the Property or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or if Grantor receives any notice or other information regarding such proceeding, action, taking or damage, Grantor shall give prompt written notice thereof to Grantee. Grantee shall be entitled at its option to participate in any action or settlement with respect to any condemnation awards and recover compensation from the condemning

authority for any loss or damage caused by such condemnation. 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 paragraph 9 unless otherwise provided by law.

11. Indemnity. Grantor shall indemnify, defend and hold Grantee and Grantee's officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages and expenses of any kind (including without limitation court costs and reasonable attorneys' fees and costs, whether or not any action is commenced) arising out of the use, occupancy, maintenance or operation of the Property and the Building and/or the giving and implementation of this Easement, the conveyance or possession thereof or the exercise of any rights hereunder, unless such suit, claim or demand is caused solely by the gross negligence or willful misconduct of Grantee.

12. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property or Building unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action.

13. Grantee's Covenants. Grantee covenants and agrees to inspect from time to time the Property, Facade and Interior of the Building for compliance with this Easement.

14. Grantee's Remedies; Enforcement. The covenants and requirements in this Easement may be enforced by Grantee. Grantee may pursue all available legal and equitable remedies, including injunction to prevent or seek remedy for such violation and all remedies available pursuant to Section 815.7 of the California Civil Code, as that section may be amended, supplemented or replaced from time to time. Grantee may seek to enjoin or prevent Grantor from violating or attempting to violate any of the covenants or requirements of this Easement, to cause any violation to be remedied and/or to recover damages for any violation. Monetary damages are hereby declared to be inadequate compensation for any breach of the covenants and requirements of this Easement.

If the Property has substantially deteriorated as a result of a breach of any obligations hereunder, then Grantee may send written notice to Grantor requesting that the Project be repaired to achieve a level of maintenance consistent with the provisions of this Easement. If, within ninety (90) days of receipt of such notice, the Grantor fails to commence the implementation of repair actions reasonably satisfactory to Grantee, then Grantee, or its agents, may (without being obligated), enter upon the Property and have repairs made at the Grantor's sole expense. Any amounts expended by Grantee to further the purposes of this Easement and not reimbursed by Grantor within ten (10) days after receipt by Grantor of an invoice for same with reasonable supporting documentation, shall to the maximum extent permitted by law constitute a lien on the Project, subordinate to the lien of any mortgage on the Project, accruing interest at the lesser of the maximum per annum rate permitted by law or 12% per annum. Upon payment by Grantor of any such amounts due, including accrued interest as herein provided, Grantee shall simultaneously therewith deliver to Grantor a release of lien or waiver of mechanics lien, as the case may be, in the customary form and duly executed and acknowledged for recording.

In the event that Grantor, its assigns, successors in interest or their respective agents make any change in the Property or the Building without the prior written consent of Grantee for which such consent is required, then Grantee, in addition to pursuing all available legal and equitable remedies, including injunction, may require the restoration of the Property and Building to their prior condition, or in the alternative, Grantee may restore the Property and Building and shall be reimbursed by Grantor for all costs and expenses reasonably incurred within thirty (30) days after Grantor's receipt of written demand therefore.

No failure or delay on the part of Grantee in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. The waiver of power, right or privilege hereunder must be in writing, and such a waiver of such power, right or privilege in a particular instance shall not be construed as a waiver thereof in other instances.

Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for any injury to or change in the Conservation Values of the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

15. Nature and Duration. The covenants expressed herein shall run with the Property and the Building in perpetuity and be binding upon the Grantor and the successors and assigns of Grantor for the benefit of Grantee. Grantor agrees that these restrictions will be inserted in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title or a possessory interest in the Property or Building or any part thereof, although such insertion shall not be necessary to the continued effectiveness of the provisions of this Easement as covenants running with the Property and Building.

16. Assignment. Grantee may, in its sole discretion, assign its right, title and interest under 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 purposes, *inter alia*, are to promote preservation or conservation of historical, cultural or architectural resources, provided, however, that as a condition of such assignment, the transferee of Grantee must agree to continue to carry out the historic preservation and conservation purposes of this Easement. In the event that Grantee fails to assign its right, title and interest under this Easement to such a qualified recipient prior to the dissolution of Grantee, then the restrictive covenants set forth in this Easement shall have no further force and effect to the extent such restrictive covenants are enforceable only by Grantee and its successors and assigns.

17. Payment; Interest; Lien Rights. Whenever, pursuant to this Easement, amounts are to be paid by Grantor to Grantee or Grantee has the right to take actions or incur debts at the expense of Grantor, all such amounts shall be paid by Grantor to Grantee within fifteen (15) days following Grantee's written demand, and shall bear interest from the date of demand until payment in full at ten percent (10%) per annum. Grantee shall have a lien upon the Property to secure payment of any

amounts which, pursuant to this Easement, are payable by Grantor to Grantee until such amounts, together with all interest which may accrue thereon, are paid in full. Such lien may be foreclosed in the manner of a deed of trust pursuant to Sections 2924 *et. seq.* of the California Civil Code, as those provisions may be amended, supplemented or replaced from time to time.

18. Notices. Any notice or demand by either party to the other in connection with this Conservation Easement shall be in writing and shall be delivered by hand or sent by certified mail, return receipt requested, to the address of the party shown below or such other address which the party may specify in compliance with this section. Such notice or demand, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail and, if delivered by hand, shall be deemed given when delivered.

To Grantor:

To Grantee: Susan N. Mossman, Executive Director  
Pasadena Heritage  
651 South St. John Avenue  
Pasadena, California 91105

19. Notice Of Proposed Sale. Grantor shall notify Grantee in writing of any proposed sale of the Property and/or Building not less than sixty (60) days before the closing date, and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to the closing date.

20. Change of Circumstances: Extinguishment. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances.

The amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with the ratio determined pursuant to the "Percentage Interests" Paragraph 9 above.

In making this Grant the Grantors have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of the Grantor, or his heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

21. Compliance With Applicable Laws. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinances, regulations, or requirements of governmental authorities having jurisdiction over the Property and Building, construction thereon or use thereof, including, without limitation, any building materials, construction methods, fire safety, emergency or energy related requirements. In the event of any conflict between any such ordinance and the terms hereof, the ordinance shall prevail and Grantor promptly shall notify Grantee of any such conflict and shall cooperate with Grantee or other appropriate authority to accommodate the purposes of both this Easement and such ordinance.

22. Interpretation. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building shall not apply in the construction or interpretation of this Easement and this Easement shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and restriction on use herein contained.

23. Amendment. No amendment or modification of this Easement shall be effective without the express mutual written agreement of Grantor and Grantee. 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 Building and the purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential or commercial development of the Property or Building other than the residential use permitted by this Easement on the date of its recordation; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic and open space values protected by this Easement. Any such amendment shall be recorded in the land records of the City and County of Los Angeles. Nothing in this section shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

24. Further Assurances. Grantor hereby covenants and agrees to execute and deliver to Grantee from time to time, promptly after any request therefore by Grantee, any and all instruments, agreements and documents which Grantee may reasonably require, and to perform such other acts as may be necessary or desirable, to carry out the purposes of this Easement.

25. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of California.

26. Severability. In the event any portion or portions of this Easement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion or portions shall be deemed severed from the remaining parts of this Easement, which remaining parts shall continue in full force and effect as though the severed portion or portions had never been part of this Easement.

27. Entire Agreement. This Easement contains the entire agreement between the parties concerning the subject matter of this Easement and supersedes any prior agreements, understandings or negotiations concerning such subject matter.

28. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
29. Joint Obligation. In the event the Property is subsequently owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Easement upon Grantor.
30. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
31. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that a party's liability for acts or omissions occurring prior to transfer shall survive transfer.
32. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
33. No Merger. Unless the parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Conservation Easement.
34. Subordination. At the time of the conveyance of this Easement, the Property is subject to a Deed of Trust dated December 5, 1984, recorded in the Land Records of the County of Ventura as Instrument No.: 002010 (hereinafter "the Deed of Trust") held by the Effie Bartlett Daly Trust (hereinafter "Lender"). Robert A Gould, Richard H. Gould and Jean Gould Bryant are the sole beneficiaries of the Lender (hereinafter "Gould Beneficiaries"). The Lender and the Gould Beneficiaries join in the execution of this Easement to evidence their agreement to subordinate the Deed of Trust to this Easement under the following conditions and stipulations:
- (a) The Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and all proceeds of condemnation proceedings, and shall be entitled to same in preference to Grantee until the Deed of Trust is paid off and discharged, notwithstanding that the Deed of Trust is subordinate in priority to the Easement.
  - (b) If the Lender receives an assignment of the leases, rents, and profits of the Property as security or additional security for the loan secured by the Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until the Lender's debt is paid off or otherwise satisfied, notwithstanding that the Deed of Trust is subordinate in priority to the Easement.
  - (c) The Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this paragraph or in this Easement shall be construed to give any Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

35. Development Rights. Grantor hereby grants to Grantee all development rights except as specifically reserved herein, for the limited purpose of insuring that such rights are forever terminated and extinguished, and may not be used by Grantor, the Grantee or any other party, on or transferred off of the Property to any other property adjacent or otherwise.

36. Counterparts. The date on which this Easement is executed by the last party to execute and sign this Easement shall be inserted as the effective date of this Easement under the first paragraph. This Easement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date set forth below.

GRANTORS:

ROBERT A. GOULD

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RICHARD H. GOULD

\_\_\_\_\_

JEAN GOULD BRYANT

\_\_\_\_\_

## EXHIBIT "B"

### SIGNIFICANT FAÇADE AND INTERIOR FEATURES

The character defining features described within this Exhibit "B" are the elements that fall under the jurisdiction of the conservation easement and are within the scope of the "Conservation Values". It is noted within the text below if described elements do not fall within the "Conservation Values". The east, north and west footprint of the 1982 addition, as described in this exhibit, including the fenestration, should be retained if feasible, even though those features are not original to the historic property. The interior walls of the 1982 addition may be removed as described below.

#### General Description

The Thomas Gould, Jr. residence is a 1 and 1/2 story, frame, bungalow craftsman style structure with a rectangular floor plan that was designed by Henry Mather Greene in 1924 on behalf of and in collaboration with Thomas and Mabel Gould. Certain portions of the interior of the house were completed in the 1930s, by Effie Bartlett Daly. Certain other items and fixtures from the Bartlett House at 754 E. Santa Clara Street, Ventura, California ("Bartlett House") were incorporated in the 1982 remodeling. The Bartlett House was built in 1903 by the parents of Mabel B. Gould and Effie B. Daly (Charles G. Bartlett (1852-1947) and Alice Maria Day Bartlett (1858-1935), who were prominent civic leaders in Ventura from the mid-1870s on. Charles and Alice Bartlett contributed financially to the original Gould house construction.

#### Exterior Ground Features Description

Both the south and north gardens maintain original character-defining features of landscape designs created by Henry Greene, Theodore Payne, and Mabel Gould. These include rock walls and terraces in each location, as well as surrounding the motor court. The upper terrace lily pond, although filled in, retains its location and integrity and is a character-defining feature. Native plants are features of the front garden, and future landscape plans should retain these features if not actual specimens.

It is the intent of the Grantor to have the Grantee review any proposed plans with regards to the Grounds Features and discourage unnecessary changes, and yet allow such changes that would not detract from the historic character of the house and its surroundings.

#### Exterior South Elevation

The south exterior is the primary elevation of the house and it is intact in original condition. The exterior description, fenestration and ornamentation include:

- All single hung window casements with double horizontal muntins in upper sash.
- All surrounding redwood trims.
- Two prominent bay windows projecting from the living room and bedroom #3.

The south entry door and surrounding redwood door trims and decorative pillars with under brackets.

The first floor horizontal roofline.

The square shed roof extending over the entry.

The second story horizontal roofline.

The dormer gable of the second story.

The three single windows of the dormer gable, including trims and muntins.

The flower boxes positioned under the windows of the dormer gable and supporting gables.

The exterior siding of both the first and second floor.

### Exterior East Elevation

The original east elevation is intact and original condition. The original first floor east elevation description includes:

The concrete foundation and terrace, east terrace border wall with square concrete planters.

All first floor window fenestration on the east elevation.

The glass paneled door and two side lights, and door trims leading from the “sleeping porch”.

The double “French” door leading from the master bedroom “sewing alcove”.

The first floor roofline with truncated gable and the two extending rafter tails.

The triple panel with pierced vertical openings within the first floor gable.

All first floor horizontal siding.

The original second floor east elevation description includes:

The south end of the second story gable.

The south end double set of casement windows and trims.

The second story triple panel with pierced vertical openings.

All second story horizontal siding beginning at the ridgeline of the first floor gable.

The second floor east elevation of the 1982 addition includes:

The double casement windows with replicating muntins and trims of the original fenestration.

The extended gable ridgepole centered over the first floor gable.

The extended roofline that centers over the first floor roofline.

The closet extension just right of the first floor ridge pole.

All second story replicating horizontal siding beginning south of the ridgeline.

### Exterior North Elevation

The north (or rear elevation) first floor of the house is intact and original. The first floor north elevation description includes:

All fenestration of the windows and trims of the first floor, including the bay of the breakfast nook.

The rear service door with vertical glass panes and repeating muntins.

The first floor horizontal roofline that includes:

The roofline on either side of the second story footprint.  
All first floor horizontal siding.

The first floor north elevation 1982 addition includes:

The sheltered runway from the rear service door to the water tank house and includes:  
The glass paneled doors with replicating muntins and trims.

The second story north elevation 1982 addition includes:

The “roof” of the runway that acts as a bridge from the house to the water tank and gardens.  
The railing of the runway.  
The landing of the runway.  
All second story windows and trims, including the bay of the den/sitting room.  
The exit door with trims to the runway and “bridge” landing.  
The flat shed roof above the exit door.  
The rectangular skylight above the shed roof and two square skylights on east and west side of roof.  
The ridgepole and roofline of the second story.  
The composition shingles of the roof.  
The rolled asphalt roofing of the first floor over the breakfast nook, second floor bay, bridge runway, and water tank.  
All second floor horizontal replicating siding.

Note: The “Bartlett” leaded glass panes in all upstairs rooms are to be retained or re-used within the 1982 addition, if feasible.

Note: The second floor sitting room is to be retained and, therefore, the exterior character defining elements of these rooms should be retained.

Note: The original light fixture for the south front entry door was moved to the north runway in the 1982 renovation and should be retained.

#### Exterior West Elevation

The west elevation of the first floor is intact and original. The description of the first floor west elevation includes:

The foundation is concrete.  
The roofline replicates the east elevation and the first floor gable is truncated.  
A quadruple pane window casement and trims at the north end dining room.  
A bay with three casement windows and two side lights and trims at the south end sunroom.  
A shed roof centered over the bay with six exposed rafter tails.  
A three section, vertical pierced panel for ventilation centered under the gable.  
All first floor horizontal siding.

The original second story west elevation includes:

A triple casement window and trims.

A three section, vertical pierced panel for ventilation centered under the original ridgeline.

The original chimney stack.

All second story horizontal siding beginning from the original ridgeline.

The second story 1982 addition includes:

The extended, gabled roofline now centered over the first story ridgepole.

The extended roofline that centers over the first floor roofline.

The double casement windows with replicating muntins and trims of the original fenestration.

The closet extension just right of the first floor ridge pole.

All second story replicating horizontal siding beginning south of the ridgeline.

Interior First Floor

## SPATIAL RELATIONSHIPS

Public Spaces

Living Room, Sunroom, Dining Room

Service Spaces

Breakfast Nook, Kitchen, Butler's Pantry, Service Porch

Family Residential

Hallway, Bedrooms, Bathrooms, Sleeping Porch

PUBLIC SPACES - Living Room, Sunroom, Dining Room

The Living Room

The first floor living room is intact and original. The first floor living room description includes:

The rectangular footprint in an east-west direction from the front door.

The oak floors.

The lath and plaster walls with sanded grain finish.

The redwood ceiling molding around the entire room.

The redwood baseboards around the entire room.

The L-shaped staircase, small square landing, and graduated curved lower steps.

The niche on the landing created for the mirror.

The mirror designed by Henry Greene (only moveable furnishing within the house).

The case iron, hand hammered sconces on either side of the mirror.

The built-in drawers with billowy cloud concave pulls below the niche.

The three-quarter wall framing the stairs, with redwood pillar and hand-carved corbels.

The redwood board and batton paneling facing the three-quarter wall.

The two sets of asymmetrical bookshelves and cabinets on the north wall.

The redwood door leading to the hallway with trims.

The redwood door leading to the butler's pantry with trims.  
The double door opening to the dining room with redwood trims.  
The glass paneled double doors opening to the sunroom with redwood trims.  
The fireplace (from ceiling to hearth) on the west wall including all ornamental Batchelder tiles.  
The single casement window with trims adjacent to the fireplace on the south wall.  
The large bay with three center fixed and two side opening windows and all trims.  
The two hand hammered cast iron light fixtures on the ceiling.  
All window and door original hardware including drapery rod treatments.

## The Sunroom

The first floor sunroom is intact and original. The first floor sunroom description includes:

The rectangular footprint in a south-north direction from the double doors of the living room.  
The oak floors.  
The lath and plaster walls with sanded grain finish.  
The redwood ceiling molding around the entire room.  
The redwood baseboards around the entire room.  
The glass paneled double doors opening from the living room.  
The pyramid shaped fireplace with its sanded, finely-grained plastered finish.  
All ornamental Batchelder tiles on the breast and hearth of the fireplace.  
The medallions on the north, west, and south face of the upper portion of the fireplace.  
The two hand hammered cast iron sconces that flank the fireplace on either side.  
The redwood desk between the fireplace and the south wall and all its ornamentation.  
The tripartite casement windows on the south wall and all windows trims and elements.  
The redwood bookshelves on either side of the windows and bench on the west wall.  
The redwood bench and under cabinets between the bookshelves.  
The large bay with three center windows (middle fixed, two open sides) and two fixed side windows and all trims and elements.  
The glass paneled double doors opening into the dining room on the north wall and all trims.  
All original window, door hardware, and mechanical devices.

## The Dining Room

The first floor dining room is intact and original. The first floor dining room description includes:

The rectangular footprint in an west-east direction from the double doors of the sunroom.  
The oak floors.  
The lath and plaster walls with sanded grain finish.  
The redwood ceiling molding around the entire room.  
The redwood baseboards around the entire room.  
The redwood wainscot that meets the outer edge of the windows and vertical battons that meet the baseboards.  
The four casement windows on the west wall with repeating trims.  
The two sets of double casement windows on either side of the china buffet on the north wall

and all repeating trims.

The china buffet cabinets and drawers hand carved by Henry Greene.

The stained glass china cabinet windows designed by Henry Greene and inset into the north wall.

The two doors on the east wall (one leading to the Breakfast Nook, and the other leading to the Butler's Pantry).

The double door opening on the east end of the south wall opening to the Living Room, and all Redwood trims.

All original window and door hardware and mechanical devices.

Note: The suspended light fixture of the dining room was added in 1982, but need not be retained.

Note: The original double paneled glass doors of the Dining Room leading to the Living Room are presently installed in bedroom #3.

Note: The current position of the stained glass doors of the china buffet is not original as they were moved to the north wall of the cabinet in order to let in more light. However, the stained glass doors themselves are original and shall be retained.

## The Breakfast Nook

The first floor Breakfast Nook is intact and original. The first floor Breakfast Nook description includes:

The footprint which is square on the south end and three-sided (or half hexagonal) on the north side formed by the bay.

The pine sub floor (original linoleum removed in 1955).

The lath and plaster walls with smooth finish on the north wall (painted).

The redwood baseboards and ceiling moldings (painted) around the room.

The china cupboard that forms the south wall that includes:

- The pass-through sliding glass doors that joins the butler's pantry.

- The above enclosed glass cabinets.

- The cabinets below the pass-through.

- The horizontal redwood drawer pulls on the drawers of the lower cabinet.

- The glass knobs on the glass cabinets.

- The overhead light fixture of chain and four hanging glass globes.

Note: The light fixture in the Breakfast Nook is not original to the house, but from the Bartlett House, however, it is to be retained if feasible.

## The Kitchen

The interior of the first floor kitchen was remodeled in 1982. The only original features in the kitchen are:

The two double casement windows above the sink, trims, and hardware.

The redwood door leading to the Service Porch, with hardware.

Note: Except for the original features mentioned above, none of the elements within the kitchen fall within the “Conservation Values” to be protected.

### The Butler’s Pantry

The Butler’s Pantry is intact and original, with two exceptions. The description of the original features of the Butler’s Pantry is:

The other side of the china cupboard that forms the north wall of the Butler’s Pantry and includes:

- The pass-through sliding glass doors that joins the butler’s pantry.

- The above enclosed glass cabinets.

- The cabinets below the pass-through.

- The horizontal redwood drawer pulls on the drawers of the lower cabinet.

- The glass knobs on the glass cabinets.

The oak floors.

The redwood door on the south wall that leads to the Living Room and all hardware.

The storage cabinets on the south wall next to the door and glass cabinet knobs.

The pendant light fixture on chain with globe.

The redwood door on the west wall that leads to the Dining Room and all hardware.

Note: The exception is that the door that leads to the Living Room was locked in order for an oven to be installed in the 1982 renovation. The oven could be removed and the door re-opened. Additionally, a slide out cabinet adjacent to the oven is also from the 1982 renovation and may be removed.

### The Service Porch

The Service Porch is intact and original. The description of the Service Porch includes:

- The footprint that runs in a north-south direction from the Kitchen door.

- The pine sub-floor.

- All of the cabinets, drawers, coolers, countertops, and their hardware.

- The single paned window west of the door.

- The glass paneled door leading to the north exterior.

- The screened door outside the glass paneled door leading to the north exterior.

- The redwood pocket door leading to the Hallway on the south wall and all hardware.

- The doorbell chimes on the west wall.

- The light fixture.

## FAMILY RESIDENTIAL – Hallway, Bedrooms, and Baths

### The Hallway

The Hallway is intact and original with two exceptions. The description of the original features are:

The long, narrow, rectangular footprint that runs in a east-west direction from the door of the Service Porch except the telephone alcove and the size of the opening of bedroom #3.

The maple floors.

The redwood baseboards.

The redwood ceiling trim molding.

The glass paneled redwood door, door trims, and hardware of the Living Room.

The redwood door, door trims and hardware of the Basement.

The barrel vaulted ceiling.

The sanded grain finish of the lath and plaster walls.

The redwood built-in linen cabinets and drawers just east of the telephone alcove.

The redwood door, door trims, and hardware of bedroom #1 (master bedroom).

The redwood door, door trims, and hardware of bedroom #2 (east end bedroom).

Note: The telephone alcove was created during the 1982 renovation by walling off the exterior door to the hallway in bathroom #1 (master bathroom). Bookshelves and a suspended art glass light fixture were installed but may be removed.

Note: The opening to bedroom #3 was widened in 1982 to accommodate the original double glass paneled doors from the Dining Room that lead into the Living Room, but may be altered.

#### Bedroom #1 (Master Bedroom)

The first floor bedroom #1 is intact and original. The first floor bedroom #1 description includes:

The rectangular footprint that runs in a west-east direction from the Hallway door with an additional rectangular dog-leg that forms the dressing-sewing alcove.

The maple floors.

The lath and plaster smooth finish walls.

The redwood baseboards.

The narrow redwood ceiling molding (painted).

The redwood door, door trims, and hardware of the entry door from the Hallway.

The double casement windows on the north wall in the north west corner, including all Trims, hardware, and mechanical devices.

The redwood door to the closet with all door trims and hardware.

The interior of the closet including the built-in redwood drawers, shelves and poles.

The double casement windows on the north wall in the north east corner, including all trims, hardware, and mechanical devices.

The double casement windows on the north wall of the dressing-sewing alcove, including all trims, hardware, and mechanical devices.

The Batchelder tile corbels at the ceiling on either side of the opening to the dressing-sewing Alcove.

The double French glass paneled doors leading to the exterior east terrace, including all trims, hardware, and mechanical devices.

The dressing closets on the south wall of the dressing-sewing alcove that includes all redwood doors, cabinets, drawers, hardware, trims and interior elements.

The redwood door that enters into the master bath and includes all door trims and hardware.

#### Bathroom #1 (Master Bath)

The first floor master bath is intact and original with two exceptions. The first floor master bath description includes:

The rectangular footprint that runs north-south from the entry door.

The pine subfloor (linoleum removed during the 1982 renovation).

The lath and plaster smooth finish walls (painted).

The original elements include:

The toilet, bathtub, two medicine cabinets, radiator heater, built-in linen cupboards with shelves and drawers (including the hardware).

The light fixtures.

Note: The exception is the door to the Hallway was removed in the 1982 renovation to create the telephone alcove in the Hallway, which alcove may be altered.

Note: The cabinet sink was added in the 1940s and should be retained as part of the Conservation Values.

#### Bedroom #2

The first floor bedroom #2 is intact and original. The first floor bedroom #2 description includes:

The rectangular footprint that runs in a north-south direction from the entry door and encompasses the footprint of the former sleeping porch (enclosed by Henry Greene in 1926).

The maple floors.

The lath and plaster sanded grain finish walls.

The redwood baseboard.

The redwood narrow ceiling molding (painted).

The redwood entry door, including all trims and hardware.

The two built-in glass cabinets on the north wall including all redwood trims and hardware.

The two single casement windows on the east wall, including all redwood trims and hardware and mechanical devices.

The opening to the sleeping porch, redwood trims and drapery rod treatment.

The hand hammered electrified sconce in the sleeping porch.

The interior board and batton wainscot under the windows and on west wall of sleeping porch that is at the height of the top of the windows.

The four casement windows on the south wall of the sleeping porch including the redwood trims, hardware, and mechanical devices.

The glass paneled door with two side lights that leads to the east terrace including all redwood trims, hardware, and muntin patterns.

The walk-in closet on the west wall with redwood built-in shelves, drawers, and poles.

The door to the walk-in closet including all trims, hardware.

### Bedroom #3

The first floor bedroom #3 is intact and original with one exception. The first floor bedroom #3 description includes:

The rectangular footprint on the north side that runs in an east-west direction from the hallway; and the three-sided (half hexagonal) south wall that is created by the bay.

The maple floors.

The lath and plaster sanded grain finish walls.

The redwood baseboard.

The narrow redwood ceiling molding (painted).

The two walk-in closets on the west wall that includes redwood doors and hardware, interior built-in drawers, shelves, and clothing poles.

The large bay on the south wall that includes three middle fixed windows and two double side windows that open; all trims, hardware, and mechanical devices.

The bookshelves under the bay designed and installed by Henry Greene in 1944.

The redwood door that leads to bathroom #2, including all trims and hardware.

Note: The exception is that the doorway entry was widened in 1982 to accommodate the original double paneled doors that once led from the Living Room to the Dining Room to add light into the Hallway.

### Bathroom #2

The first floor bathroom #2 is original with some exceptions. The first floor bathroom #2 description includes:

The rectangular footprint that runs east-west from the door entry.

The original elements include:

The footprint of bathroom #2.

The medicine cabinet on the west wall.

The light fixture above the medicine cabinet.

The lavatory on the north wall (moved from the south wall).

A small single casement window including all trims, hardware, and mechanical devices.

Note: This was originally an unfinished space. Henry Greene designed it to be a half bath with a lavatory and a toilet under the south window. In 1982 the lavatory was moved to the west wall, a tub was added, and the tile replaced and a picture rail was installed. None of these elements are protected by this Conservation Easement.

Note: The flame sconce on the south wall is from the Bartlett House and should be retained if feasible.

### Interior Second Floor

#### SPATIAL RELATIONSHIPS

## Public Spaces

### Stairs

### Den/Sitting Room

## Family Residential

### Hallway, Bedrooms, Bedroom Alcove, Bathrooms

## PUBLIC SPACES – Stairs, Den/Sitting Room

### Stairs

The second floor is accessed by the stairs that lead from the Living Room. The second floor stairs are intact and original with one exception. The second floor stairs description includes:

The footprint of the stairs from the landing.

The oak wood of the stairs.

The lath and plaster sanded grain finish walls.

The redwood pocket door at the top of the stairs including hardware and the art glass that was added to the door in 1982.

The wide redwood trim that frames the first floor ceiling height of the stairs.

The wide redwood baseboard that runs diagonally on either side of the stairs.

The redwood handrail and supporting hardware that runs on the west side of the stairs from the north end of the 3/4 wall.

Note: The one exception is the suspended art glass light fixture added in the 1982 renovation.

### Den/Sitting Room

The second floor Den/Sitting Room is not original to the house, but its features, as described below, shall be retained:

The redwood sunburst beams.

The redwood ceiling with diagonal boards.

The bay which consists of two casement center open and two single fixed side windows installed with “Bartlett” leaded glass.

A skylight above the sunburst beams above the shed roof of the bay.

The glass paneled door including all trims, hardware, and muntin patterns.

Note: The “Bartlett” leaded glass windows should be retained in their current position, if feasible.

## FAMILY RESIDENTIAL – Hallway, Bedrooms, Bedroom Alcove, Bathrooms

### The Hallway

The Hallway is original to the house, but has been altered. The original Hallway description includes:

The rectangular narrow footprint in an east-west direction.

The walk-in closet on the south wall including the door, door hardware, trims, interior cabinets, drawers, and shelves.

Note: The Hallway originally ended where the door to Bedroom #4 now is located and the door to the bedroom was where the bookcase on the south wall is now located. The 1982 renovation shortened the hallway by moving the entry doors to bedroom #4 and #5 closer to the center, raised the height of the barrel vaulted ceiling to a half story and a third band of redwood molding was added for continuity. The north wall of the Hallway that contains the bookshelves may be removed.

Note: The pendant chandelier on a chain is from the Bartlett House and should be retained, or re-used within the 1982 renovation, if feasible.

#### Bedroom #4

The second floor bedroom #4 is intact and original in the following way:

The footprint which is square.

The maple floors.

The window placement.

The double casement windows on the east and triple casement windows on the south walls including trims, hardware, and mechanical devices.

Note: Bedroom #4 was designed by Henry Greene but not finished until 1932 by Effie Bartlett Daly, who paid for all the woodwork, walls, floors, and plumbing. Since it is a Henry Greene Design, the footprint and all existing interior elements shall be retained.

The second floor bedroom #4 Effie Bartlett Daly finishes include:

The interior trims for the double casement windows on the east and south walls. All interior trims are painted.

The baseboard.

The ceiling molding.

The light fixture.

The door leading to the bathroom, including trims, hardware.

#### Bedroom #4 Alcove.

The second floor bedroom #4 alcove is not original to the house but part of the 1982 renovation. The east wall of the Sitting/Den room (that is, the west wall of Bedroom #4 Alcove that includes closets) may be removed. The "Bartlett" leaded glass used in this area may be retained or re-used in other parts of the second floor 1982 addition, if feasible.

## Bedroom #5

The second floor bedroom #5 is intact and original in the following way:

The footprint, which is square.

The maple floors.

The double casement windows on the west wall and triple casement windows on the south wall including trims, hardware, and mechanical devices and drapery rod treatments.

Note: Bedroom #5 was designed by Henry Greene but not finished until much later. Since it is a Henry Greene design, the footprint and all existing interior elements shall be retained. However, the west wall of the Sitting/Den room (that is, the east wall of Bathroom #4 or Bedroom #5 alcove closet) could be removed.

Note: The angled skylight in this bedroom is not original and can either be retained or altered.

## Bathroom #3

The second floor bathroom #3 is original to the house with some exceptions: The second floor bathroom #3 original features include:

The footprint, which is square but L-shaped by the linen cabinets.

The triple casement windows including trims, hardware and mechanical devices.

The inset soap and water alcoves on the south wall.

The radiator on the south wall.

The three single casement windows, trims, hardware, and mechanical devices.

Note: This bathroom was not finished until 1932 by Effie Bartlett Daly. At that time she finished the plumbing, tiled the walls, added a tub, and installed the medicine cabinet and the linen closet and light fixture above the medicine cabinet. However, since the footprint is an original design of Henry Greene, it shall be retained.

Note: There was originally a door between Bathroom #3 and Bedroom #5. With the door, the bathroom could be entered from either side. That door may be reinserted in its original place.

## Bathroom #4

The second floor bathroom #4 is not original to the house but part of the 1982 renovation. There are no elements within this space that must be retained except the following:

Note: The "Bartlett" leaded glass used in this area should be retained or re-used in other parts of the second floor 1982 addition, if feasible.