

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022
Attn: Community Development Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED PURSUANT TO
GOVERNMENT CODE SECTIONS 6103 and 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT
210 Alta Vista Avenue

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CITY OF LOS ALTOS, a municipal corporation (“City”) and the CUERVO FAMILY REVOCABLE TRUST (“Owner”).

RECITALS

A. California Government Code section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so to retain its characteristics as property of historical significance;

B. Owner holds fee title in and to that certain real property, together with Ames/Landels Barn and improvements thereon, generally located at the street address 210 ALTA VISTA AVENUE, LOS ALTOS, CALIFORNIA (the “Historic Structure”). A legal description of the property with the Historic Structure is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;

C. On January 24, 2017, the City Council of the City of Los Altos declared and designated the Ames/Landels Barn as a Historical Landmark, pursuant to Chapter 12.44 of the City’s Municipal Code. This action includes an authorization for the execution of a Historic Preservation Agreement between the City and the Owners for the Ames/Landels Barn structure. The Ames/Landels Barn structure (the “Historic Structure”) is a qualified historical property pursuant to California Government Code section 50280.1.

D. City and Owner, for their mutual benefit, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Historic Structure and to qualify the Historic Structure for an assessment of valuation pursuant to the Provisions of Chapter 3, of Part 2, of Division 1 of the California Revenue and Taxation Code.

AGREEMENT

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. **Effective Date and Term of Agreement.** This Agreement shall be effective and commence on _____, 2019 (“Effective Date”) and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the Effective Date, such initial term will automatically be extended as provided in paragraph 2, below.

2. **Renewal.** On each anniversary of the Effective Date (hereinafter referred to as the “Renewal Date”), an additional one year term shall automatically be added to the term of this Agreement unless a notice of nonrenewal (“Notice of Nonrenewal”) is served as provided herein. If either Owner or City desires in any year not to renew this Agreement for an additional one year term, Owner or City shall serve a written Notice of Nonrenewal upon the other party in advance of the Renewal Date. Such Notice of Nonrenewal shall be effective if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, such Notice of Nonrenewal shall be effective if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner timely serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal date of this Agreement, whichever may apply.

2.1 **Owner Protest of City Nonrenewal.** Within fifteen (15) days after receipt by Owner of a Notice of Nonrenewal from City, Owner may make and file a written protest of the Notice of Nonrenewal. Upon receipt of such protest the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which the Owner deems relevant, and within ten (10) days after demand shall furnish the City Council with any information the City Council may require. The City Council may, at any time prior to the Renewal Date of this Agreement, but without obligation to do so, withdraw its Notice of Nonrenewal.

3. **Assessment of Valuation.** The parties acknowledge that Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to apply for a reassessment evaluation of the Historic Ames/Landels Barn on the property pursuant to the provisions of Sections 439 et. seq. of the California Revenue and Taxation Code. Owner acknowledges that tax relief afforded to the Owner pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code may require negotiation with the Santa Clara County Assessor’s Office. All tax savings realized by Owner in connection with this Agreement shall be used to preserve, maintain, repair, restore and rehabilitate the Historic Structure.

4. **Standards for Historical Structure.** Owner shall preserve, repair and maintain the Historic Structure and it’s Character Defining Features (defined below) as

a qualified historic structure, including existing vegetation, trees, walls and fences, in no less than equal to the condition of the Historic Structure and immediate surrounding property on the Effective Date. Owner shall, where necessary, restore and rehabilitate the structure according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation and Restoration, the State Historical Building Code, and the City's Historical Preservation Ordinance, as the same may be amended from time to time, and in accordance with the attached ten year schedule of home repair, maintenance and improvement measures prepared by Owner and approved by the City Council, attached hereto as Exhibit "B." Commencing on the fifth anniversary of the Effective Date, and continuing every five (5) years thereafter during the term of this Agreement, Owner shall submit to City an updated ten (10) year schedule of potential home repair, maintenance and improvement measures for the upcoming ten (10) year period, which schedule shall also document all repairs, maintenance, and improvements which have been completed since the Effective Date. Character Defining Features means all historic or other architecturally significant aspects of the Historic Structure, including without limitation, the general architectural form, style, materials, design, scale, details, mass, roof line, porch, exterior vegetation and other aspects of the appearance of the exterior and interior of the Historic Structure. The Secretary of Interior's Standards for Rehabilitation and Restoration currently in effect (attached hereto and marked as Exhibit "C") shall be incorporated herein by reference and constitute the minimum standards and conditions for the rehabilitation and restoration of the Historic Structure. All standards referred to in this Section 4 shall apply to the Historic Structure throughout the term of this Agreement. Owner shall not obstruct or obscure the public's ability to view the exterior of the Historic Structure from the public right-of-way. Such prohibition shall include, without limitation, a prohibition against the placing of trees, bushes or fences in a location which substantially obscures or obstructs the view from the public right-of-way of the exterior of the Historic Structure.

This provision shall not require the removal of any existing vegetation, trees, walls or fences that were in place at the time that this agreement went into effect. The historic landmark assessment, which is filed with the Community Development Department, provides additional information about the existing vegetation, trees, walls and fences which are allowed to be maintained.

5. **Periodic Examinations.** Owner shall allow reasonable periodic examination, by prior appointment, of the exterior of the Historic Structure by representatives of the Santa Clara County Assessor, State Department of Parks and Recreation, State Board of Equalization, and/or the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

6. **Provision of Information of Compliance.** Within ten (10) days after request by City, Owner shall furnish City with any and all information requested by the City from time to time which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

7. **Cancellation.** City, following a duly noticed public hearing, as set forth in California Government Code Sections 50285, et seq., may cancel this Agreement if it

determines that Owner breached any of the provisions of this Agreement or has allowed the Historic Structure to deteriorate to the point that it no longer meets the standards for a qualified historic designated property and such breach is not cured by Owner within thirty (30) days after City gives Owner notice that a breach has occurred. City may also cancel this Agreement if it determines that the Owner has failed to maintain, preserve, restore or rehabilitate the Historic Structure in accordance with the terms of this Agreement and such breach is not cured by Owner within thirty (30) days after City gives Owner notice that a breach has occurred. If this Agreement is canceled because of failure of the Owner to maintain, preserve, restore and rehabilitate the Historic Structure as specified above, the Owner shall pay a cancellation fee to the State Controller as set forth in Government Code Section 50286 as the same may be amended or replaced from time to time.

8. **Destruction.** Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the cancellation fee set forth in Section 7, if the existing Historic Structure is damaged by fire, earthquake, or other Act of God or accidental cause to the extent (1) the then fair market value of said Historic Structure is reduced by fifty-one percent (51%) or more; or (2) fifty-one percent (51%) or more of said Structure's floor area is destroyed or irreparably damaged; or (3) fifty-one percent (51%) or more of the Structure's Character Defining Features are destroyed or irreparably damaged; or (4) that the cost to the Owner (less any insurance proceeds payable in connection with such damage) to restore the Structure to its prior condition would exceed Ten Thousand Dollars (\$10,000). If the Owner desires to cancel this Agreement under this Section 8, written notice shall be given to the City within ninety (90) days after such damage or destruction occurs.

If the Owner desires to cancel this Agreement due to the circumstances outlined in this Section 8, either party may request a hearing before the City Council to determine (a) the extent of diminution of value, (b) the extent of the damage or destruction to the floor area of the Structure, and/or (c) extent of damage or destruction to the Character Defining Features of the Historic Structure. The City Council may refer any matter relating to (c) to the City's Historical Commission for its findings and recommendations.

If Owner does not cancel this Agreement pursuant to this Section within ninety (90) days after damage or destruction occurs, or the damage or destruction does not exceed the thresholds set forth in the first paragraph of this Section, Owner shall have a reasonable time, not to exceed four (4) months, in which to restore the Historic Structure to not less than the condition existing prior to such damage or destruction.

9. **Enforcement of Agreement.** City may specifically enforce, or enjoin the breach of, the terms of this Agreement, if Owner fails to cure any default under this Agreement within thirty (30) days after City gives Owner notice that Owner has breached any of Owner's obligations under this Agreement. If Owner's breach is not corrected to the reasonable satisfaction of the City within thirty (30) days after the notice of breach is given to Owner, then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner or enjoin any breach under this Agreement, including,

but not limited to, bringing an action for injunctive relief against the Owner or such other relief as City may deem appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement upon a default by Owner. All other remedies at law or in equity which are not otherwise provided for in this Agreement shall be available to the City to pursue if there is a default of this Agreement by Owner. No waiver by City or any breach or default under this Agreement by Owner shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. **Binding Effect of Agreement; Covenants Running With the Land.** The Owner hereby subjects the Historic Structure to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Structure. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Structure, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the value of the Owner's legal interest in the Historic Structure may be affected thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Structure for the benefit of the public and Owner.

11. **Sale or Transfer of Ownership.** Prior to the sale or transfer of ownership of the Historic Structure, the Owner is bound by this Agreement to provide a report to the City which outlines how all tax savings realized by Owner in connection with this Agreement were used to preserve, maintain, repair, restore and rehabilitate the Historic Structure. The City shall review and approve the report administratively within twenty-one (21) days. If the City takes no action within that time, the report is deemed adequate.

12. **Cost Reimbursement.** Owner shall, within ten (10) days after demand, reimburse City for all reasonable legal fees and costs and all staff time and costs incurred by City in connection with the preparation and review of this Agreement and the administration of the Agreement during the term of this Agreement.

13. **Notice.** Any notice required to be given by the terms of this Agreement shall be in writing and sent by personal delivery or by United States registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in this Section 13 below at any other address as may be later specified by the parties hereto by notice given in the manner required by this Section 13.

To City:
City of Los Altos
Attn: Historical Commission Liaison
One North San Antonio Road
Los Altos, CA 94022

To Owner:
Cuervo Family Revocable Trust
210 Alta Vista Avenue
Los Altos, CA 94022

Mailed notices shall be deemed delivered three (3) days after the date of posting by the United States Post Office.

14. **Notice to Office of Historic Preservation.** Owner shall provide written notice of this Agreement and shall provide a copy of this Agreement to the Office of Historic Preservation to the Department of Parks and Recreation of the State of California within six (6) months following the Effective Date.

15. **Effect of Agreement.** None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto or any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint ventures or members of any joint enterprise.

16. **Indemnity of City.** Owner shall protect, defend, indemnify, and hold City and its elected officials, officers, agents and employees harmless from liability for claims, losses, proceedings, damages, causes of action, liabilities, costs or expense, including reasonable attorneys' fees, which may arise directly or indirectly from the negligence, willful misconduct or breach of this Agreement by Owner or Owner's contractors, subcontractors, agents, employees or other persons acting on Owner's behalf in connection with the Historic Structure, or which arise directly or indirectly in connection with Owner's activities in connection with the Historic Structure. This Section 16 applies, without limitation, to all damages and claims for damages suffered, or alleged to have been suffered regardless of whether or not the City prepared, supplied or approved any plans, specifications or other documents for the Historic Structure.

17. **Binding Upon Successors.** All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties named herein, their heirs, successors, legal representatives, and assigns and all persons acquiring any part or portion of the Historic Structure, whether voluntarily or involuntarily, by operation of law or in any manner whatsoever.

18. **Legal Costs.** If legal proceedings are brought by Owner or City to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

19. **Severability.** If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

20. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

21. **Recordation.** No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Santa Clara, California.

22. **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by all of the parties hereto.

23. **Captions.** Section headings and captions of this Agreement are for convenience of reference only and shall not be considered in the interpretation of any of the provisions of this Agreement.

WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

OWNERS:

By: _____ Dated: _____
Katherine Cuervo

By: _____ Dated: _____
Oswald Cuervo

CITY OF LOS ALTOS:

By: _____ Dated: _____
Christopher Jordan, City Manager

Attest:



By: _____ Dated: _____
Jon Maginot, City Clerk

Approved as to Form:

By: _____ Dated: _____
Christopher Diaz, City Attorney

EXHIBIT "A"

Property Legal Description

A.P.N.: 167-35-002 and 167-35-076 and 167-34-022

Real property in the City of Los Altos, County of Santa Clara, State of California, described as follows:

BEGINNING AT A POINT IN THE WESTERLY LINE OF ALTA VISTA AVENUE (40.00 FEET WIDTH) AT THE EASTERLY CORNER OF LOTS 1 AND 2, BLOCK 17, AS SAID AVENUE, LOTS AND BLOCK ARE SHOWN UPON THAT CERTAIN MAP OF NORTH LOS ALTOS, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JULY 27, 1908 IN BOOK M OF MAPS, PAGE 27; THENCE FROM SAID POINT OF BEGINNING WESTERLY ALONG THE DIVIDING LINE BETWEEN LOTS 1 AND 2 SOUTH 89° 56' 00" WEST 174.05 FEET TO THE CENTERLINE OF ADOBE CREEK; THENCE ALONG SAID CENTERLINE. SOUTH 57° 07' 39" WEST 107.80 FEET AND SOUTH 06° 55' 15" WEST 3.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID CENTERLINE, NORTH ago 56' 00" EAST_g1.10 FEET; THENCE SOUTH 00° 04' 00" EAST 54.00 FEET; THENCE SOUTH 29° 53' 23" EAST 106.57 FEET; THENCE SOUTH ago 58' 00" EAST 161.00 FEET TO THE EASTERLY LINE OF SAID ALTA VISTA AVENUE; THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 04' 00" EAST 136.29 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 57' 00" WEST 40.00 FEET TO THE EASTERLY LINE OF MRCEL NO.4, g-SAID PARCEL IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY, PORTIONS OF BLOCKS 10, 11 AND 18, NORTH LOS ALTOS BOOK M OF MAPS, PAGE 27", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK 89 OF MAPS, PAGE 37; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID PARCEL NO. 4 THE FOLLOWING SIX COURSES AND DISTANCES: SOUTH 00° 04' 00" EAST 14.61 FEET, WESTERLY ALONG A CURVE TO THE LEFT, FROM A POINT WITH A RADIAL BEARING OF NORTH 00° 04' 00" WEST, A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 63° 00' 00", AN ARC DISTANCE OF 43.98 FEET TO A POINT OF REVERSE CURVATURE; WESTERLY ALONG A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 26.00 FEET, THROUGH A CENTRAL ANGLE OF 107° 09' 00", AN ARC DISTANCE OF 48.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 40.15 FEET, THROUGH A CENTRAL ANGLE OF 83° 02' 00", AN ARC DISTANCE OF 58.19 FEET; NORTH 55° 23' 00" WEST 49.35 FEET; AND NORTH 00° 05' 00" WEST 106.64 FEET TO THE NORTHERLY COMMON CORNER TO SAID PARCEL NO.4 AND PARCEL NO. 3, AS SAID PARCEL NO. 3 IS SHOWN UPON SAID RECORD OF SURVEY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NO. 3 THE

FOLLOWING FOUR COURSES AND DISTANCES: NORTH 77° 34' 00" WEST 163.19 FEET, SOUTH 06° 26' 00" WEST 14.08 FEET, SOUTH 26° 07' 00" WEST 21.73 FEET AND SOUTH 56° 36' 00" WEST 25.13 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 32° 01' 00" WEST 40.17 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 57° 59' 00" WEST 10.00 FEET; THENCE NORTH 32° 01' 00" WEST ALONG SAID NORTHEASTERLY LINE 170.57 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF TRACT NO. 1508, OAK GLEN, THE MAP OF WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, STATE OF CALIFORNIA IN BOOK 62 OF MAPS, PAGES 31 AND 32; THENCE ALONG THE SOUTHERLY LINE OF LOTS 14, 15 AND 16 OF SAID TRACT NO. 1508 THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 86° 59' 04" EAST 212.55 FEET AND NORTH 06° 55' 15" EAST 39.16 FEET TO THE SAID TRUE' POINT OF BEGINNING OF THIS DESCRIPTION, AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT, RECORDED SEPTEMBER 5, 2000 AS DOCUMENT NO. 15377301, OF OFFICIAL RECORDS SANTA CLARA COUNTY, CA.

EXCEPTING THEREFROM THE UNDERGROUND WATER RIGHTS OVER THAT PORTION OF THE PREMISES DESCRIBED AS PARCEL NO. 4 AS SHOWN ON THE RECORD OF SURVEY WHICH WAS FILED FOR RECORD ON JANUARY 6, 1958, IN BOOK 89 OF MAPS AT PAGE 37, WITH NO RIGHT OF SURFACE ENTRY, AS GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CORPORATION BY INSTRUMENT RECORDED FEBRUARY 11, 1958 IN BOOK 4003, PAGE 575, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

EXHIBIT “B”

SCHEDULE OF IMPROVEMENTS
August 2019 – August 2029

| Year | Description | Annual Cost | Total Annual Cost |
|------|---|--------------|-------------------|
| 2019 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|--|
| 2020 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |

| Year | Description | Annual Cost | Total Annual Cost |
|----------------|---|-------------|-------------------|
| 2020 (Cont) | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|-----------|
| 2021 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
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| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|--|
| 2022 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |

| Year | Description | Annual Cost | Total Annual Cost |
|----------------|---|-------------|-------------------|
| 2022 (Cont) | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|-----------|
| 2023 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|--|
| 2024 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |

| Year | Description | Annual Cost | Total Annual Cost |
|----------------|---|-------------|-------------------|
| 2024 (Cont) | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|-----------|
| 2025 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|--|
| 2026 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |

| Year | Description | Annual Cost | Total Annual Cost |
|----------------|---|-------------|-------------------|
| 2026 (Cont) | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|-----------|
| 2027 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |
| | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

| | | | |
|------|---|--------------|--|
| 2028 | Landscaping and tree maintenance | \$ 12,000.00 | |
| | Pest control | \$ 500.00 | |
| | Repairs, paint touch-ups | \$ 1,000.00 | |
| | Annual exterior cleaning (windows, wood shingles, siding) | \$ 1,000.00 | |
| | Painting (windows, doors) | \$ 268.49 | |

| Year | Description | Annual Cost | Total Annual Cost |
|----------------|---|-------------|-------------------|
| 2028 (Cont) | Wooden fence (restored) | \$ 307.20 | |
| | Wooden decking | \$ 693.33 | |
| | Roof (cedar shingles) | \$ 867.61 | |
| | Flooring (restored, new) | \$ 639.02 | |
| | Waterproofing | \$ 151.43 | |
| | Exterior trim, paneling | \$ 693.04 | |
| | Steel doors and windows (new) | \$ 608.92 | |
| | Wooden windows (new, restored) | \$ 231.58 | |
| | Wooden doors (new, restored) | \$ 290.64 | |
| | Foundation (slab) | \$ 1,240.69 | |
| | Framing (wood, steel) | \$ 2,031.25 | |
| | Interior siding & trim (new, restored) | \$ 262.50 | |
| | Wooden rail and ladder | \$ 160.63 | |
| | Scaffolding, shoring & weather protection | \$ 294.76 | |
| | Tree protection | \$ 400.14 | |
| | Pest remediation | \$ 19.87 | |
| | | | \$ 23,661 |

EXHIBIT “C”

SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION AND RESTORATION

Rehabilitation:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Restoration:

1. A property will be used as it was historically or be given a new use that interprets the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alterations of features, spaces and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.