

RECORDING REQUESTED BY  
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall  
Attn: Community Planning & Building  
P.O. Box CC  
Carmel-By-The-Sea, CA 93921

This space reserved for the Recorder's use only

CITY OF CARMEL-BY-THE-SEA  
MILLS ACT HISTORIC PROPERTY PRESERVATION CONTRACT

**THIS AGREEMENT** is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as "City"), and ESPERANZA CARMEL COMMERCIAL, LLC (hereinafter referred to as "Owner").

RECITALS

- (i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance, and restoration such that these historic properties retain their historic characteristics;
- (ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at Monte Verde 2 northeast of 7<sup>th</sup> Avenue (APN: 010-191-005), Carmel-By-The-Sea, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as "**Exhibit A**" and is incorporated herein by reference;
- (iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea's Historic Inventory and Register of Historic Resources and is further described in the DPR 523A Form attached hereto, marked as "**Exhibit B**" and is incorporated herein by reference;
- (iv) 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 Property, as it exists at the date of this contract and as described in the City's Register of Historic Resources and the National Register of Historic Places, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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

1. **INCORPORATION OF RECITALS.** All recitals are incorporated into this Agreement.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on the date the Agreement is signed by the City unless otherwise indicated by the County of Monterey and shall remain in effect for a minimum term of ten (10) years thereafter.
3. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as “annual renewal date”), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given as provided in paragraph 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.
4. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. If notice is not received, the Agreement shall automatically be renewed for another year. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.
5. **EFFECT OF NOTICE OF NON-RENEWAL.** If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.
6. **FEES.** The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.
7. **VALUATION OF PROPERTY.** During the term of this Agreement, Owner is entitled to seek an assessment of the valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
8. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and Maintenance Plan attached as “Exhibit C”. Requests for revisions to the Maintenance and

Rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. **RESTORATION OF PROPERTY.** Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.
10. **INSPECTIONS.** Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determine such compliance.
11. **PROVISION OF INFORMATION.** Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
12. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1<sup>st</sup>) to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.
13. **CANCELLATION.** The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraphs # 8, 9, 10, or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is canceled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. City's right to cancel this Agreement pursuant to this paragraph

shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

14. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.
15. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
16. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations, and restrictions 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 Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.  
Each and every contract, deed, or other instrument hereinafter executed, governing or conveying the Historic Property, 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 it restricts development of the Historic Property. 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 cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.
17. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-By-The-Sea  
Community Planning & Building Department  
Attn: Community Planning & Building Director  
P.O. Box CC  
Carmel-By-The-Sea, CA 93921

Owner: Esperanza Carmel Commercial, LLC  
PO Box 134  
Carmel, CA 93921

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. **RECORDATION.** No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.
19. **STATE LAW.** The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
20. **GOVERNING LAW; VENUE.** This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.
21. **AMENDMENTS.** This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
22. **DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION.** If the Historic Property is destroyed by an earthquake, fire, flood, or another natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be canceled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be canceled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is canceled pursuant to this paragraph. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.
23. **INDEMNIFICATION.** Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any

federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

- 24. SEVERABILITY.** In the event that 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.

**IN WITNESS THEREOF,** the City and Owners have executed this Agreement on the day and year this Agreement is signed by the City unless otherwise indicated by the County of Monterey.

**CITY OF CARMEL-BY-THE-SEA:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Richard L. Rerig ("Chip")

Title: City Administrator

**PROPERTY OWNER(S):**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Patrice Pastor

Esperanza Carmel Commercial, LLC

Title: Property Owner

EXHIBIT A  
LEGAL DESCRIPTION

EXHIBIT B  
DPR 523A FORM for 'Sundial Lodge'

EXHIBIT C  
REHABILITATION/RESTORATION AND MAINTENANCE PLAN

**LEGAL DESCRIPTION**

Real property in the City of Carmel, County of Monterey, State of California, described as follows:

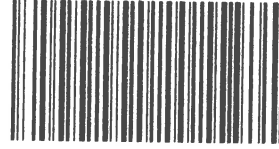
LOTS 18 AND 20 IN BLOCK 74, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, MAP OF "CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA", FILED MARCH 7, 1902 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 1 OF MAPS, "CITIES AND TOWN", AT PAGE 2.

APN: 010-191-005



Return to:  
Carmel City Hall  
Post Office Drawer G  
Carmel, CA 93921  
Attention, Brian Roseth

DOCUMENT: **2006092967**



Titles: 1/ Pages: 1

Fees....

Taxes...

Other...

AMT PAID

## RESOLUTION

### DESIGNATING AN HISTORIC RESOURCE

The Department of Community Planning and Building of the City of Carmel-by-the-Sea completed intensive survey work, received approval from the California Coastal Commission and made an Administrative Determination that the property identified below meets the criteria for an historic resource as established in the City's General Plan, the Municipal Code and the Local Coastal Program for Carmel-by-the-Sea.

Based on this determination, effective 25 May 2005, the Department of Community Planning and Building resolved to designate the property described below as a local resource on the Carmel Inventory of Historic Resources.

This Resolution/Administrative Determination is recorded pursuant to section 5029(b) of the California Public Resources Code that requires the City to record all historic resource determinations. This action also is taken in furtherance of the Local Coastal Program certified by the California Coastal Commission and implemented by the City of Carmel-by-the-Sea Ordinances No. 2004-01 and 2004-02.

**Assessor's Parcel Number:** 010191005000

**Block:** 74    **Lot(s):** ALL LOTS 18 AND 20

**Current Owner:** AUBERGE CARMEL LLC

**Street Location:** E/S MONTE VERDE BET. OCEAN & 7TH

It is the purpose of this Resolution/Administrative Determination to alert the owner, successors and assigns to the existence of an historic resource on the property. This historic resource is protected under laws of the State of California and of the City of Carmel-by-the-Sea including the California Coastal Act, the California Public Resources Code, the Carmel-by-the-Sea Municipal Code and the Local Coastal Program. Specific regulations affecting remodels, alterations, additions and demolitions can be found in the City of Carmel-by-the-Sea planning documents referenced above.

Certified by:

Brian Roseth,  
Principal Planner, Carmel-by-the-Sea

END OF DOCUMENT

**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_ 581  
SP1  
Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 3

Resource Name or #: (Assigned by recorder) *Sundial Lodge*

P1. Other Identifier:

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County *Monterey*

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad \_\_\_\_\_ Date \_\_\_\_\_ T \_\_\_\_\_ ; R \_\_\_\_\_ ; 1/4 of \_\_\_\_\_ 1/4 of Sec \_\_\_\_\_ ; B.M. \_\_\_\_\_

c. Address: \_\_\_\_\_ City *Carmel by-the-Sea* Zip *93921*

d. UTM: (Give more than one for large and/linear resources) \_\_\_\_\_ ; \_\_\_\_\_ mE/ \_\_\_\_\_ mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

*2 NE of 7th, E/side Monte Verde (Blk 74, Lots 18, 20)*

Parcel No. *010-191-005*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

*A three-story, wood-framed hotel, rectangular in plan w/an open interior courtyard, resting on a concrete foundation. The exterior wall cladding is a smooth cement stucco, w/a rough textured veneer on the first floor of the west facing facade, built-up and scored as stone, in an ashlar pattern. The steep-pitched hipped roof is covered in a fiberglass, or cementitious shingle. The roof-planes on the north and south sides of the interior court extend down to the first floor level, and have a series of hipped roof dormers looking into the courtyard below. Four on the north side, and three on the south side. There are five interior type stucco-clad false chimneys on the intersecting roof system. Two appear on the west facing facade, one in the ridge line just north of the main entry, and the second just south of the main entry, placed in the roof-plane on the east side of this elevation. The one to the south has a pair of decorative chimney pots. Two more false chimneys appear centered in either side-elevation, both on the interior roof-planes, facing the open courtyard. The fifth chimney in on the ridge line of the east (rear) elevation, toward the SE cr. of the building. There are two towered components of the west facing facade. One at the SW cr is flush w/the building envelope and has a steeply-pitched pyramidal roof, w/as small dormer window facing west. The second, toward the NW cr. of the facade is one bay wide, and projects slightly over the ground floor. It also has a steeply-pitched pyramidal roof, but w/out a dormer window.*

P3b. Resource Attributes: (List attributes and codes) *HP5 - Hotel/Motel*

P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo: (View, date, accession #)  
*Looking NE at the west facing facade, 11/9/01, #9219-5*

P6. Date Constructed/Age and Sources

☐ Prehistoric ☒ Historic ☐ Both

*1930 Carmel bldg. records*

P7. Owner and Address

*Daiki (USA) Corporation  
55 5th Street  
San Francisco, CA 94103*

P8. Recorded by: (Name, affiliation, and address)

*Kent L. Seavey  
Preservation Consultant  
310 Lighthouse Ave.  
Pacific Grove, CA 93950*

P9. Date Recorded: *12/5/2002*

P10. Survey Type: (Describe)  
*Carmel Historic resource Inventory - 2001*

P11. Report Citation: (Cite survey report and other sources, or enter "none")

*Carmel by-the-Sea Survey 1989-1996*

**Attachments**

☐ NONE ☒ Continuation Sheet ☐ District Record ☐ Rock Art Record ☐ Other: (List) \_\_\_\_\_  
☐ Location Map ☒ Building, Structure, and Object Record ☐ Linear Feature Record ☐ Artifact Record  
☐ Sketch Map ☐ Archaeological Record ☐ Milling Station Record ☐ Photograph Record

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Page 2 of 3

NRHP Status Code \_\_\_\_\_

5S1

Resource Name or #: (Assigned by recorder) *Sundial Lodge*

B1. Historic Name: *Sundial Court*

B2. Common Name:

B3. Original Use: *hotel*

B4. Present Use: *hotel*

B5. Architectural Style: *Medieval revival (Czechoslovakian source)*

B6. Construction History: (Construction date, alterations, and date of alterations)

*Constructed 1930 (Cbp# 2231); interior alterations 1947 (Cbp# 2248); repair interior fire damage 1956 (Cbp# 2849); foundation work 1956 (Cbp# 2848); subdivide interior offices 1957 (Cbp# 3072); enlarge lobby 1968 (Cbp# 4861); add restaurant 1978 (78-19); interior remodel 1982 (Cbp# 82-52); interior remodel 1989 (Cbp# 89-216)*

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: *Albert Farr*

b. Builder: *M.J. Murphy*

B10. Significance: Theme: *Architectural & Economic Development*

Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940* Property Type: *hotel*

Applicable Criteria: *CR3*

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

The Sundial Lodge is significant under California Register criteria 3, in the area of architecture as one of the few remaining visitor accomodating facilities from the late 1920s and early 1930s that essentially maintains its original exterior appearance. It is also significant as the work of noted San Francisco architect Albert Farr. The design inspiration was that of Allen Knight, one of Carmel's most colorful figures. knight was an inveterate traveler, and had seen such buildings on a visit to eastern Europe. In 1929 a *Carmel Pine Cone* article on the proposed hotel noted that, "the architecture is European, probably more Bohemian than of any other national type, and fits in well with Carmel's general scheme". This referred to the concentration of Medieval influenced romantic revival commercial buildings in the general area of Monte Verde, Ocean Ave. & Lincoln that had helped define Carmel as a village in a forest during the 1920s. Other architectural influences from southern Europe were at work as well in the commercial district, adding to the eclectic character of the community. Allen Knight would later serve as both city councilman and mayor of Carmel.

Architect Albert Farr was a specialist in domestic architecture in the San Francisco Bay Area. His most well known commission was "Glen Allyn" in Sonoma County, the first home of Jack London. He had worked in the offices of Clinton Day and the Reid Bros. before going into practice on his own.

Michael J. Murphy was the builder. Murphy was one of the earliest and most prolific builders in Carmel, constructing as many as 350 structures in the village during his long career, from about 1902 to the early 1940s. He is credited with establishing the residential look of Carmel during the important period of development between 1904 and the mid 1920s. It is probable that much of the material for the Sundial Court came from Murphy's local building supply company. Noted artist Henrietta Shore used one of the commercial spaces on the north side of the building as her painting studio during the 1940s.

B11. Additional Resource Attributes: (List attributes and codes) *HP5 - Hotel/Motel*

**B12. References:**

Carmel bldg. records, Carmel Planning Dept., City Hall, Carmel  
Carmel Historic Context Statement 1997

Fremier, Allene, *Allan Knight, Beloved Eccentric*, Boxwood  
Press: Pacific Grove, 1984

Sanborn fire insurance maps of Carmel 1930-1930-62

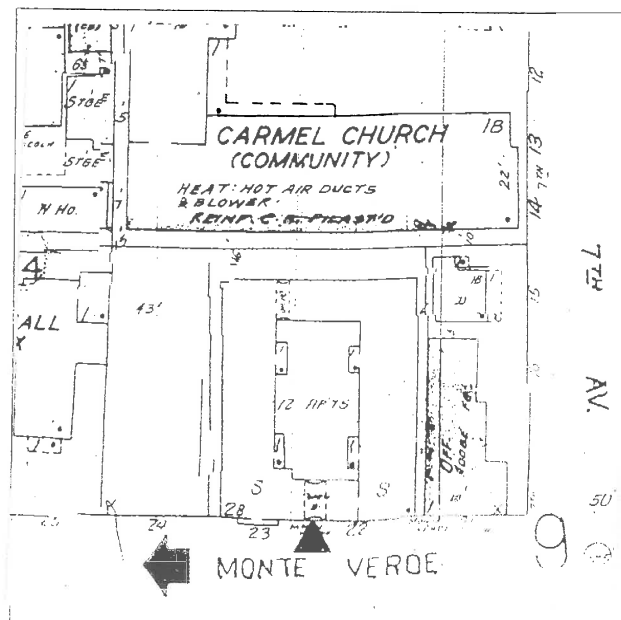
Albert Farr. Obit.. *American Architect*. Oct. 1946

B13. Remarks: *Zoning RC*  
*CHCS (AD/ED)*

B14. Evaluator: *Kent Seavey*

Date of Evaluation: *12/5/2002*

(This space reserved for official comments.)



**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name or #: (Assigned by recorder) Sundial Lodge

Recorded by: Kent L. Seavey

Date 12/5/2002

☒ Continuation ☐ Update

P3. There is also a slightly projecting gabled bay on the facade, at the inside cr. of the tower to the SW. This feature has four exposed decorative brackets at its base. There are two tiny eyebrow vents in the roof-plane of the west (front) elevation, evenly spaced between the projecting bays, close to the eave line. The current gutter system conceals the exposed rafter-tails at the eave line. The first floor of the hotel, along Monte Verde was designed as retail space, and is characterized by wide, segmentally arched bays, paired on either side of the central round arched entry. The windows in the these bays are large, multi-paned glazed panels w/thick muntins. There are central doorways in the two bays closest to the hotel's arched entry passage. The bays to the south of the entry are capped by flase voussiers. A raised decorative Gothic ogee molding w/acorn details at its peak and ends, caps the principal entry. Fenestration is otherwise irregular w/a combination of single, paired and banked multi-paned wood casement type, w/planked wood shutters. The casement windows along the exterior of the building on the north, south and east elevations lack muntins, while the windows opening onto the interior courtyard do have them. This as per the original 1930 specifications, on file w/the Planning Dept.. The central windows in the third story of the west facing facade, above the entry, originally had diamond paned leaded glass windows, but now are single paned. The only other apparent change to the fenestration is the appearance of several wooden window boxes along the west facing facade. The interior court rises in a series of terraces, connected by open steps, all covered in red brick decking. The perimeter of the courtyard is planted w/low shrubbery and flower beds, w/deck furniture placed about. There is a round arched cloth canopy fronting the central entry, that does not appear in the original drawings. All in all the hotel looks essentially as it did when construted in 1930. Of interest is the fact that architect Farr had originally intended to use some false half-timbering on the building, but for some reason, probably economic, canceled their use in a change order attached to the original specifications.

B10. The Sundial Court was conceived and realized by one of Carmel's most colorful figures, Allen Knight. His ideas were realized by noted San Francisco architect Albert Farr, and the work was executed by Carmel's premier master-builder M.J. Murphy. The design of the building was clearly in keeping with the desired "old world" ambiance established in the lower portion of the business district in the early 1920s, to maintain the aesthetic sense of the place as a village in the forest. The success of that venture is visible today. That there has been little change to the exterior appearance of the Sundial Lodge is a credit to its designers who's understanding of the creative, individual and eclectic nature of the village continues to be appreciated for its aesthetic qualities, and economic benefits to the community. Sundial Lodge clearly reflects the findings of, and is consistant with the 1997 Carmel Historic Context Statement under the themes of architectural and economic development.

City of Carmel	
Mills Act Rehabilitation and Maintenance Plan	
Property Address:	Monte Verde St. at Seventh Ave.
Owner Name:	L'Auberge Carmel / David Fink
Owner Telephone No.:	(831) 917-2322
Plan Prepared by: Christopher Barlow AIA, EDAC, LEED AP, NCARB	

L'Auberge Carmel, Monte Verde Street and Seventh Ave, Carmel-By-The-Sea, California					
Mills Act Rehabilitation and Maintenance Plan					
Maintenance/ Rehabilitation	Completed/ Proposed	Year of Completion	Building Feature	Description of Work	Cost
STRUCTURAL UPGRADES					
Maintenance	Proposed	2029	Foundation	Foundation Inspection and localized repairs (as needed)	\$30,000
Structural Upgrades Subtotal					\$30,000
BUILDING SYSTEMS UPGRADES					
Rehabilitation	Proposed	2022	Plumbing	Replace existing aged interior plumbing piping throughout building	\$95,000
Rehabilitation	Proposed	2024	Mechanical	Repair and replace existing Heating, Ventilation and Air Condition system(s)	\$175,000
Building Systems Upgrades Subtotal					\$270,000
EXTERIOR AND INTERIOR FEATURES, MATERIALS, AND FINISHES					
Maintenance	Proposed	2027	Exterior walls	Paint exterior of all exterior walls (every six years)	\$45,000
Maintenance	Proposed	2022-2032	Exteriors	Maintain Roof, Clean Chimneys/Flues, Inspect and seal plaster (annually)	\$150,000
Rehabilitation	Proposed	2022	Windows	Conduct exterior window condition assessment and provide survey of repairs	\$10,000
Rehabilitation	Proposed	2023	Windows	Repair and Rehabilitate existing Windows for increased thermal performance	\$115,000
Rehabilitation	Proposed	2028	Roof, Ext. walls	Insulation repairs and replacement	\$75,000
Maintenance	Proposed	2030	Wood, thruout	Termite testing and repairs	\$75,000
Exterior and Interior Features Upgrades Subtotal					\$470,000
HARDSCAPE AND LANDSCAPE					
Rehabilitation	Proposed	2025	Hardscape	New drainage at courtyard (currently surface drainage only, see photo 16)	\$45,000
Rehabilitation	Proposed	2026	Hardscape	Retaining Wall repair at existing stairs and property line (see photo 15)	\$35,000
Exterior and Interior Features Upgrades Subtotal					\$80,000
Completed Work Total					\$0
Proposed Work Total					\$850,000
REHABILITATION AND MAINTENANCE TOTAL					\$850,000

Note: Frequency of Repairs continues beyond 2032 based on interval proposal.

Note: Dollar amounts will be review at 10 year intervals and adjusted for inflation.