

CERTIFICATE OF APPROPRIATENESS

Application Date: March 2, 2016

Applicant: Jerry Baiamonte, owner

Property: 1422 Heights Blvd, lot 18, block 157, Houston Heights Subdivision. The property includes a historic 1,082 square foot, one-story wood frame single-family residence and a detached garage situated on a 7,500 square foot (50' x 150') interior lot.

Significance: Contributing Cottage-style residence, constructed circa 1940, located in the Houston Heights Historic District East. The front porch iron columns and front door are likely a later alteration. Pieces of siding have also been replaced in various areas on the residence.

Proposal: Demolish a contributing one-story, 1,100 square foot residence on the basis of unusual and compelling circumstances.

The applicant is proposing to demolish the contributing structure on the basis that the residence is out of character with the Houston Heights Historic District East due to its altered porch, and circa 1940 construction date.

See enclosed application materials in Attachment A.

Public Comment: Two in favor. See Attachment B.

Civic Association: No comment received.

Recommendation: Denial - does not satisfy criteria

HAHC Action: -

APPROVAL CRITERIA

DEMOLITION OF A LANDMARK, PROTECTED LANDMARK,
CONTRIBUTING STRUCTURE, OR WITHIN AN ARCHAEOLOGICAL SITE

Sec. 33-247(a): The issuance of a certificate of appropriateness for the demolition of a landmark, a protected landmark, or a contributing structure, or for the demolition of a building, structure or object on or in an archaeological site shall be subject to the establishment of an **(c) unreasonable economic hardship** or the establishment of an **(d) unusual and compelling circumstance**.

(c) Determination of the existence of an **unreasonable economic hardship** shall be based upon the following criteria:

- | S | D | NA | |
|--------------------------|--------------------------|-------------------------------------|---|
| | | | S - satisfies D - does not satisfy NA - not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (1) That the property is incapable of earning a reasonable return, without regard to whether the return is the most profitable return, including without limitation, whether the costs of maintenance or improvement of the property exceed its fair market value; |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (2) That the property cannot be adapted for any other use, whether by the current owner, by a purchaser or by a lessee, that would result in a reasonable return; |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (3) That efforts to find a purchaser or lessee interested in acquiring the property and preserving it have failed; and |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (4) If the applicant is a nonprofit organization, determination of an unreasonable economic hardship shall instead be based upon whether the denial of a certificate of appropriateness financially prevents or seriously interferes with carrying out the mission, purpose, or function of the nonprofit corporation |

OR

(d) Determination of the existence of an **unusual and compelling circumstance** shall be based upon the following criteria:

- | | | | |
|--------------------------|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) That current information does not support the historic or archaeological significance of this building, structure or object or its importance to the integrity of an historic district, if applicable;
<i>The house at 1422 Heights Blvd was constructed circa 1940 in the Minimal Traditional Style. The Heights has a period of significance from the 1890s through the 1940s, and the historic district building inventory includes at least 18 contributing structures of similar architectural style that have construction dates in the 1940 decade. The applicant states that the building is not in keeping with the historic character of the Heights and should not be a contributing structure based on its 1940s construction and altered porch. Though Sanborn maps only show the structure appearing sometime between the years 1924 and 1951, archival research from Harris County turned up a tax assessment record from 1939 that is consistent with the Sanborn maps. The residence retains most of its original features like 105 siding, wood one-over-one windows and porch location. The only alterations appear to be the metal porch columns and concrete porch pad, and some pieces of replaced siding. The residence's architectural style, massing, setback, features and construction date are compatible with and contribute to the historic character of the Houston Heights Historic District East.</i> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans have on the architectural, cultural, historical or archaeological character of the surrounding area; and
<i>The applicant has indicated that a new single-family residence will be constructed on the lot if demolition of the contributing structure is granted. Further information regarding the new construction was not provided in the application.</i> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (3) Whether reasonable measures can be taken to save the building, structure or object from further |

deterioration, collapse, arson, vandalism or neglect.

The residence has some deferred maintenance including damaged original and non-original siding. Otherwise, the applicant did not provide any information indicating measures to save the building from deterioration, collapse, arson, vandalism or neglect, or that any other threatening conditions existed. The house is also currently inhabited.

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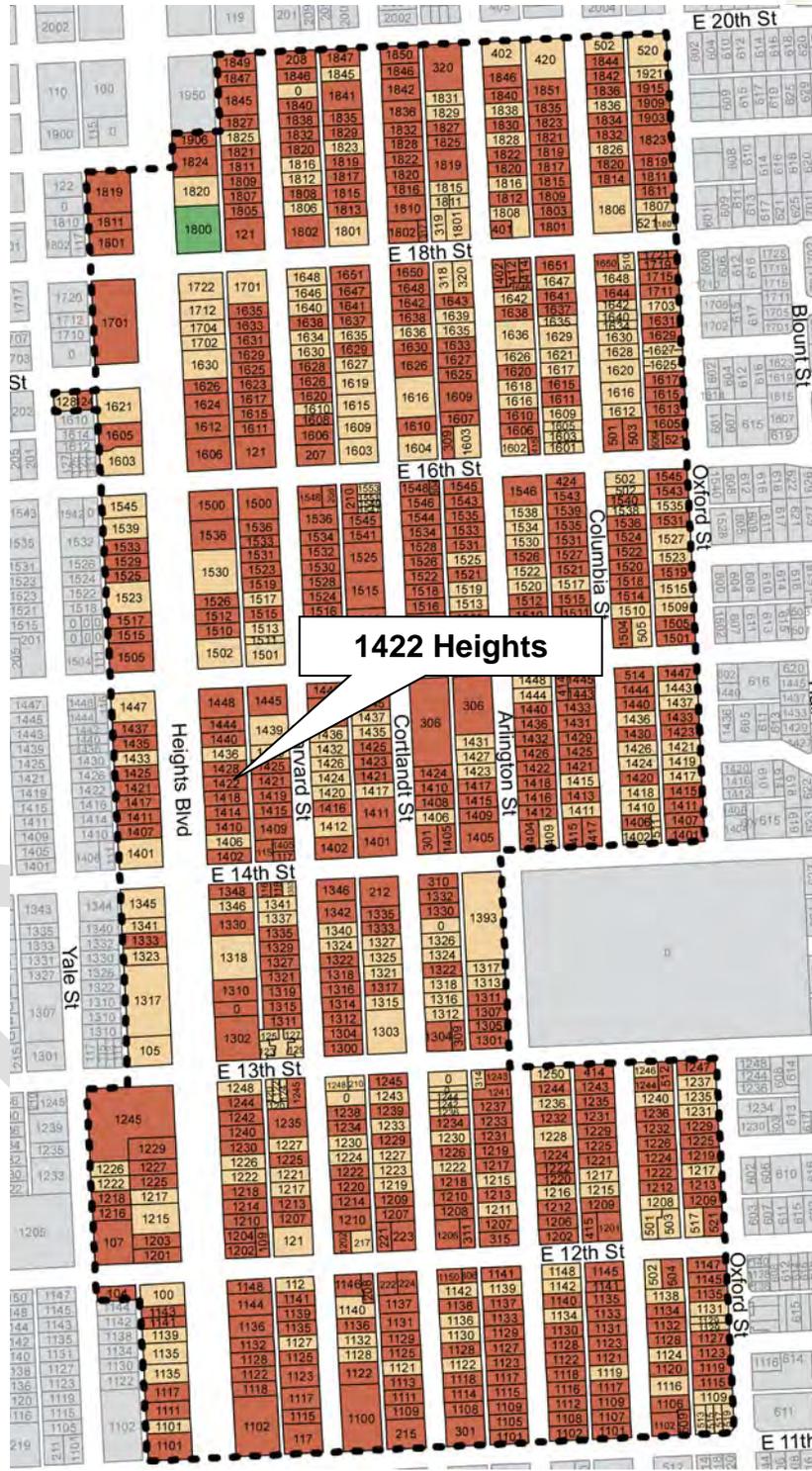
PROPERTY LOCATION
HOUSTON HEIGHTS HISTORIC DISTRICT EAST

Building Classification

Contributing

Non-Contributing

Park



1422 Heights

INVENTORY PHOTO

JULY 2007



CURRENT PHOTO

FEBRUARY 2016



SIDE



REAR

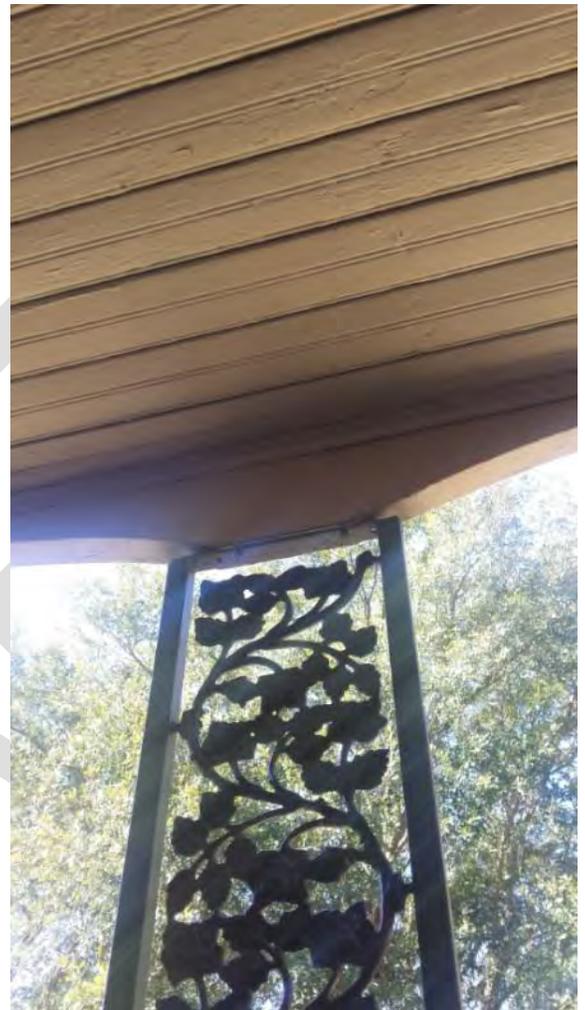


STAFF PHOTOS



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PORCH



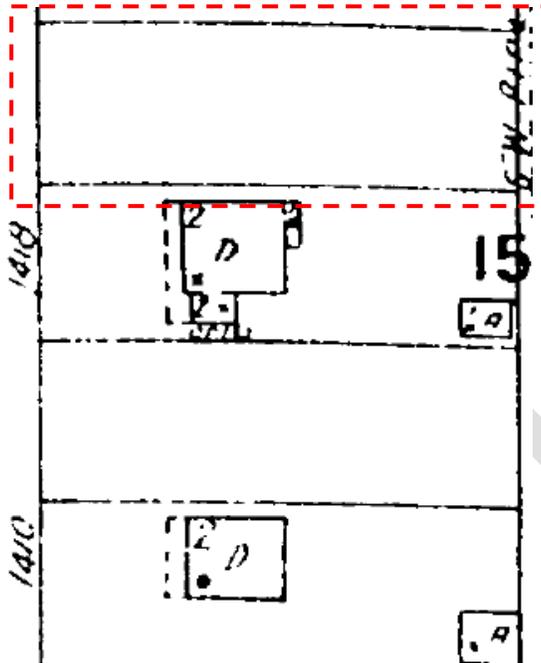
CONTEXT PHOTOS



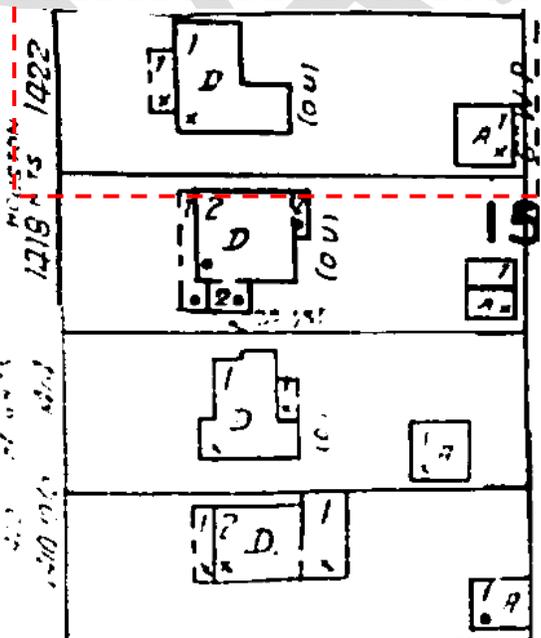
SANBORN FIRE INSURANCE MAPS – VOL. 7, SHEET 728



1924 – 1950



1924 – FEB 1951



HARRIS COUNTY ARCHIVES MATERIAL

Form 381

**Harris County
BUILDING ASSESSMENT
Houston, Texas**

Map No. _____ Permit No. 434
 Vol. 70 Page 153 2/17/39 93
 Owner Wimberly, Ida
 No. 1422 Hts Blvd Street or Avenue
 Addition Hs. Hts
 Block 157 Lot 18
5 rooms
37.5 x 20 Size of Building
15 x 14 wide _____ deep 1 stories
16 x 6 Size of Garage
18 wide 18 deep _____ stories
 Material: Frame, Brick, Veneer, Stucco.
 Inside Finish: Rough, Plain, Ornamental, Hardwood, Pine, Plaster.
 Roofing: Slate, Tile, Tin, Shingle, Copper, Composition, Iron, Tar
 and Gravel, Paper, Asbestos.

Permit Value, \$ 2500

No. Sq. Ft. _____ Per Sq. Ft. _____
 No. Sq. Ft. _____ Per Sq. Ft. _____
 No. Sq. Ft. 960 Per Sq. Ft. 1.25

1200
240
960

B 1940 new Assessed Value of Building \$ 960
 Rendered in name of Wimberly, Ida

APPLICANT DESCRIPTION OF PROPOSED DEMO

Cisneros Design Studio



Architects LLC

2500 Summer Street
Suite 1220
Houston, TX 77007
713.520.7745 p
713.520.8894 f

www.cisnerosdesignstudio.com

1422 Heights Blvd

Houston, TX 77006

March 2, 2016

Written Descriptions

Property description, current conditions and any prior alterations or additions:

The property features one single-story residence and a detached garage with a second story living space. Built in the 1940s according to HCAD records, it has since been remodeled. Features of the front porch, inconsistent with the time period of the original construction, suggest that it is an addition to the original house. The ornate, wrought iron columns are one such feature. They are embedded into the concrete pad of the porch which is structurally independent from the rest of the house, suggesting that the pad is also not part of the original construction. The wood siding of the house has also been replaced and repaired in several areas with siding that matches neither the type of wood nor the dimensions.

Proposal of work:

This application is in favor of declassifying the residence's status as a Contributing structure and proposes the demolition of the existing single-story residence for the following reasons:

First, the existing residence is not an original Heights-era structure and should not be listed or considered as a historic or contributing structure due to its construction date and its inconsistency with the Heights historic design and construction typology.

In reviewing the Sanborn maps of the site it can be seen that this structure was built in approximately 1940, long after the common late-1890's construction time period. There is no evidence, that we can locate, that indicates any structure was located on this site prior to that time.

Secondly, the design of the existing one-story structure is not consistent with the common Heights-era style and design/construction patterns and details. The structure incorporates a low concrete block foundation system, siding that is consistent with post Heights-era construction and also incorporates a poured-in-place concrete porch and wrought iron porch columns.

Our conclusion is that the house can be demolished without an adverse impact to the neighboring properties or Heights Blvd. Any reusable materials from the original structure are to be salvaged and repurposed. A subsequent yet-to-be submitted new construction will respect the street-face scale and proportion ideals.

**ATTACHMENT A
APPLICATION MATERIALS**

DRAFT





1422















HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
0201530000018

Tax Year: 2014



Owner and Property Information			
Owner Name & Mailing Address:	BAIAMONTE JERRY S 1402 HAROLD ST HOUSTON TX 77006-3730	Legal Description:	LT 18 BLK 157 HOUSTON HEIGHTS
		Property Address:	1422 HEIGHTS BLVD HOUSTON TX 77008

Historical Designation
This property is located in a City of Houston Historic District or is a designated Historic Landmark. Please email historicpreservation@houstontx.gov or click this link for more information.

State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	7,500 SF	1,706 SF	8304.02	5359C	453W

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	03/31/2014	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2013 Rate	2014 Rate
None	001	HOUSTON ISD		Certified: 08/15/2014	1.186700	1.196700
	040	HARRIS COUNTY		Certified: 08/15/2014	0.414550	0.417310
	041	HARRIS CO FLOOD CNTRL		Certified: 08/15/2014	0.028270	0.027360
	042	PORT OF HOUSTON AUTHY		Certified: 08/15/2014	0.017160	0.015310
	043	HARRIS CO HOSP DIST		Certified: 08/15/2014	0.170000	0.170000
	044	HARRIS CO EDUC DEPT		Certified: 08/15/2014	0.006358	0.005999
	048	HOU COMMUNITY COLLEGE		Certified: 08/15/2014	0.097173	0.106890
	061	CITY OF HOUSTON		Certified: 08/15/2014	0.638750	0.631080

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations					
Value as of January 1, 2013			Value as of January 1, 2014		
	Market	Appraised		Market	Appraised
Land	260,850		Land	296,100	
Improvement	38,150		Improvement	56,900	
Total	299,000	299,000	Total	353,000	353,000

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	6,600	1.00	1.00	1.00	--	1.00	42.00	42.00	277,200.00
2	1001 -- Res Improved Table Value	SF3	SF	900	1.00	0.50	1.00	--	0.50	42.00	21.00	18,900.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1940	Residential Single Family	Residential 1 Family	Low	1,082 *	Displayed
2	1940	Residential Single Family	Residential 1 Family	Low	624 *	View

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Average
Foundation Type	Crawl Space
Grade Adjustment	D+
Heating / AC	None
Physical Condition	Average
Exterior Wall	Frame / Concrete Blk
Element	Units
Room: Total	5
Room: Full Bath	1
Room: Bedroom	2

Building Areas	
Description	Area
BASE AREA PRI	1,082
OPEN FRAME PORCH PRI	96

HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
0201530000018

Tax Year: 2015



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Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2014 Rate	2015 Rate
None	001	HOUSTON ISD		Certified: 08/14/2015	1.196700	1.196700
	040	HARRIS COUNTY		Certified: 08/14/2015	0.417310	0.419230
	041	HARRIS CO FLOOD CNTRL		Certified: 08/14/2015	0.027360	0.027330
	042	PORT OF HOUSTON AUTHY		Certified: 08/14/2015	0.015310	0.013420
	043	HARRIS CO HOSP DIST		Certified: 08/14/2015	0.170000	0.170000
	044	HARRIS CO EDUC DEPT		Certified: 08/14/2015	0.005999	0.005422
	048	HOU COMMUNITY COLLEGE		Certified: 08/14/2015	0.106890	0.101942
	061	CITY OF HOUSTON		Certified: 08/14/2015	0.631080	0.601120

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Value as of January 1, 2014			Value as of January 1, 2015		
	Market	Appraised		Market	Appraised
Land	296,100		Land	352,500	
Improvement	56,900		Improvement	67,231	
Total	353,000	353,000	Total	419,731	419,731

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	6,600	1.00	1.00	1.00	--	1.00	50.00	50.00	330,000.00
2	1001 -- Res Improved Table Value	SF3	SF	900	1.00	0.50	1.00	--	0.50	50.00	25.00	22,500.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1940	Residential Single Family	Residential 1 Family	Low	1,082 *	Displayed
2	1940	Residential Single Family	Residential 1 Family	Low	624 *	View

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Building Details (1)

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Room: Total	5
Room: Full Bath	1
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Building Areas	
Description	Area
BASE AREA PRI	1,082
OPEN FRAME PORCH PRI	96



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: JERRY S. BAIAMONTE

Address: 1402 HAROLD STREET

City, State, Zip: HOUSTON, TX 77006

Phone: (713) 805-0241

Fax: _____

E-Mail: jerry@mailplex.com

Broker: MIKE BLOOM Properties, LLC.

Address: 1700 POST OAK BLVD. - 2 BLVD PLACE

City, State, Zip: STE. 600 - HOUSTON, TX 77056

Phone: (713) 521-7777

Fax: (713) 521-7780

E-Mail: mbloom@mike-bloom.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot 18, Block 157, HOUSTON HEIGHTS
Addition, City of HOUSTON,
in HARRIS County, Texas known as 1422 HEIGHTS BOULEVARD
77008 (address/zip code),
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate M.B.J. and Seller M.B.

MIKE BLOOM Properties, LLC. 2050 Dunlavy Street Houston, TX 77006

Phone: (713)521-7777

Fax: (713)521-7780

Mike Bloom, Jr.

1422 HEIGHT BL

1422 HEIGHTS BOULEVARD
HOUSTON, TX 77008

Residential Listing concerning _____

D. **Exclusions:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

E. **Owners' Association:** The property is is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 599,000.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on February 26, 2015 and ends at 11:59 p.m. on August 31, 2015.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

(1) 6.000 % of the sales price.

(2) _____

B. **Earned:** Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. **Payable:** Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. **Other Compensation:**

(1) **Breach by Buyer Under a Contract:** If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses,

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate MB J. and Seller QB

1422 HEIGHTS BOULEVARD
HOUSTON, TX 77008

Residential Listing concerning _____

an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

(3) Other Fees and/or Reimbursable Expenses: N/A

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 180 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.

(2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
(a) Seller agrees to sell the Property during the protection period;
(b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and
(c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in HARRIS County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate [Signature] and Seller [Signature]

1422 HEIGHTS BOULEVARD
HOUSTON, TX 77008

Residential Listing concerning _____

- B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

- C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

7. ACCESS TO THE PROPERTY:

- A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
 - (1) access the Property at reasonable times;
 - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
 - (3) duplicate keys to facilitate convenient and efficient showings of the Property.

- B. **Scheduling Companies:** Broker may engage the following companies to schedule appointments and to authorize others to access the Property: **** N/A ****

- C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Broker is is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

- D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

- 8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate MB Jr. and Seller CB

1422 HEIGHTS BOULEVARD
HOUSTON, TX 77008

Residential Listing concerning _____

- A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ N/A ; and
- (2) if the other broker is a subagent: N/A % of the sales price or \$ N/A .
- B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ N/A ; and
- (2) if the other broker is a subagent: N/A % of the sales price or \$ N/A .

9. **INTERMEDIARY:** (Check A or B only.)

- A. **Intermediary Status:** Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

- Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**
- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
 - may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
 - may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
 - may not treat a party to the transaction dishonestly; and
 - may not violate the Real Estate License Act.

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Residential Listing concerning _____

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- (1) Seller does not want this Listing to be displayed on the Internet.
- (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

- | | |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA | <input type="checkbox"/> (6) Owner Financing |
| <input type="checkbox"/> (3) FHA | <input type="checkbox"/> (7) Other |
| <input checked="" type="checkbox"/> (4) Cash | |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

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12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.

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- C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
 - (1) are caused by Seller, negligently or otherwise;
 - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

16. **DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. **ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. **ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller Disclosure Notice (§5.008, Texas Property Code);
- C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- F. Request for Information from an Owners' Association;
- G. Request for Mortgage Information;
- H. Information about Mineral Clauses in Contract Forms;
- I. Information about On-Site Sewer Facility;
- J. Information about Property Insurance for a Buyer or Seller;
- K. Information about Special Flood Hazard Areas;
- L. Condominium Addendum to Listing;
- M. Keybox Authorization by Tenant;
- N. Seller's Authorization to Release and Advertise Certain Information; and
- O. _____

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20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker an earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- G. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**

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H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

MIKE BLOOM Properties, LLC.
Broker's Printed Name 0574626 License No.

JERRY S. BAIAMONTE
Seller's Printed Name

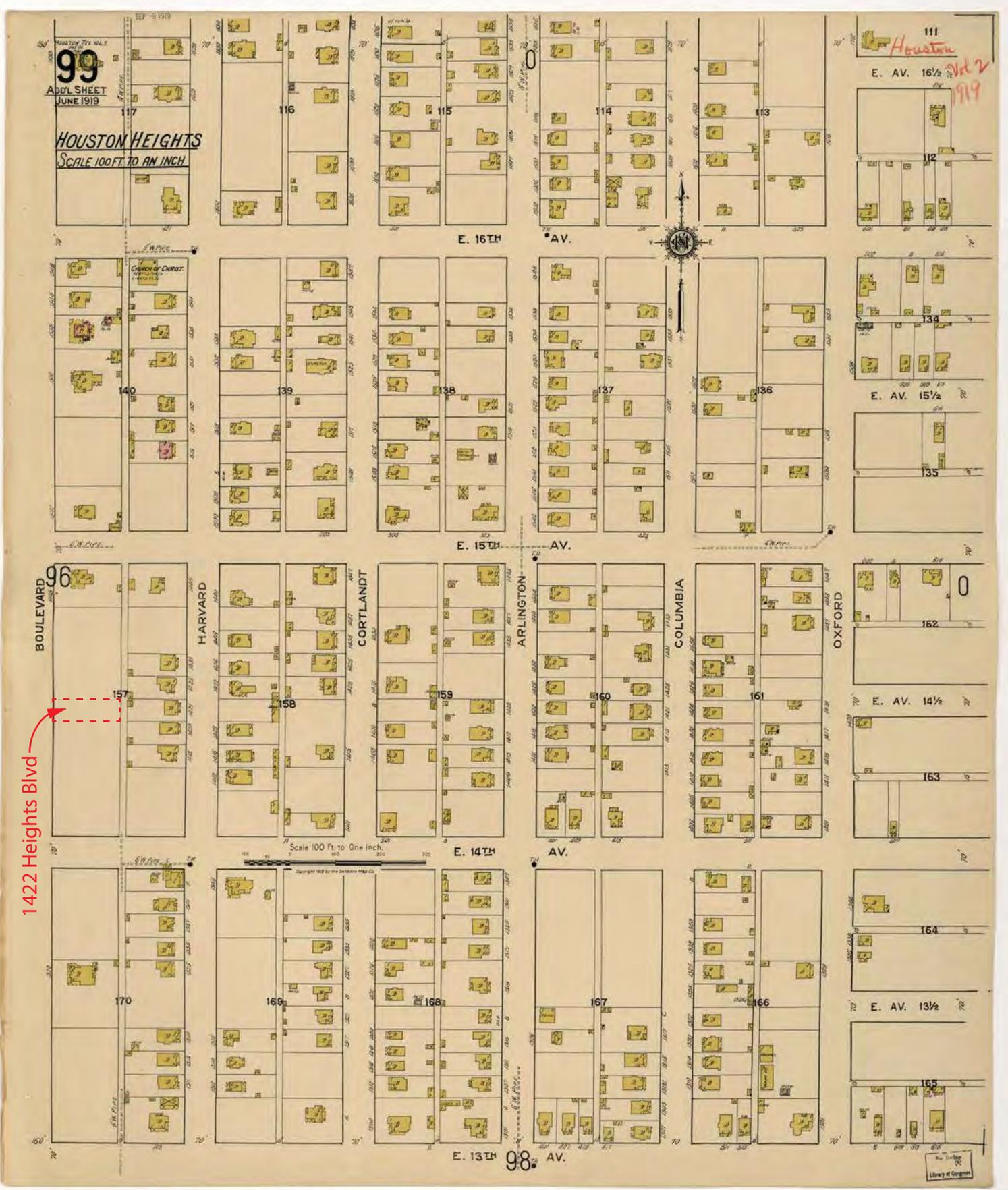
DocuSigned by:
MIKE BLOOM, JR. □□□□□□□□
 Broker's Signature _____ Date _____
 Broker's Associate's Signature, as an authorized agent of Broker

DocuSigned by:
Jerry S. Baiamonte □□□□□□□□
Seller's Signature _____ Date _____

MIKE BLOOM Properties, LLC.
Broker's Associate's Printed Name, if applicable

Seller's Printed Name

Seller's Signature _____ Date _____



Original located at the Dolph Briscoe Center for American History, University of Texas at Austin

ATTACHMENT B
PUBLIC COMMENT

March 16, 2016

City of Houston
Planning & Development Department
Historic Preservation Office
611 Walker, 6th Floor
Houston, Texas 77002

RE: 1422 Heights Boulevard –Application for Demolition

TO WHOM IT MAY CONCERN:

Having lived in the Heights since the early 1980s, I have witnessed many changes for the better in this area.

When I first bought a home in 1981, the Heights was edgy and many people were unwilling to move in and fix up places for fear of what would happen to the home values in the future. I was one of the early pioneers who moved in, fixed up my home and then went on to my next project. I have lived in more than 30 homes in the greater Heights for some 36 years now. And it is because of the ability to renovate and repair or rebuild that the Heights has become such a desirable neighborhood for its many residents. It because of this spirit that the sense of community has grown: look at the active Heights-area civic associations, look at the improvement in the public schools and look at the increased values of our homes.

I support the owner's application to demolish the house at 1422 Heights Boulevard. It is not a prevailing style of architecture and whatever replaces it will in all likelihood be more in keeping with the home styles that predominate in the Heights.

Sincerely,



Lee Mullennex

1117 Harvard Street
Houston, Texas 77008
713-202-9641

BRAQUET LAW FIRM

Sidney J. Braquet
Attorney At Law

March 16, 2016

City of Houston
Planning & Development Department
Historic Preservation Office
611 Walker, 6th Floor
Houston, Texas 77002

RE: 1422 Heights Boulevard -Application for Demolition

Dear Sir or Madam:

I live less than three blocks from the above address. And I have lived in the Heights since 1980. I have had my office here since 2004.

Living in the Heights is like living in a small town with a lot of historically diverse buildings, many of which are from the early 20th century or those that were built more recently that have many features that give them the feel of such vintage homes and architecture. That is one of the many reasons I chose to buy and live in this area and why I choose to remain here.

The house at 1422 Heights Boulevard is not one of those charming houses. It appears to have been built around the 1940s and is not in keeping with the historical character of the neighborhood or Heights Boulevard. From my perspective demolition of this house will not be a loss of an architecturally-significant home because it does not conform to the prevailing home designs in the Heights.

Whatever replaces that home on that lot will be a vast improvement of this uncharacteristic Heights-type house. No doubt it will be in a design and style that is more in keeping with the other homes in the Heights.

I support the owner's application for demolition.

Very truly yours,



Sidney J. Braquet

1224 Cortlandt Street, No. 1
Houston, Texas 77008

Office: 713.863.9339
Fax: 713.426.0007