

N.J. Bud Goldstone
6719 West 86th Place #2, Los Angeles, CA 90045 310-568-1571

MEMORANDUM OF AGREEMENT

N.J. Bud Goldstone

This document describes the agreement between SPACES, a nonprofit operating corporation, and N.J. Bud Goldstone, 6719 West 86th Place #2, Los Angeles, CA 90045 in regard to the production of an architecture and engineering report for the surrealistic monument known as "Las Pozas" near Xilitla, Mexico.

SPACES (Saving & Preserving Arts & Cultural Environments) a non-profit 501 c3 organization located at 1804 North Van Ness Avenue, Los Angeles, CA 90028 shall act as Fiscal Agent for the project.

This project is predicated upon a formal agreement with Mr. Kaco Gastelum, the principal of Las Pozas who will allow Mr. Goldstone and his crew complete access to the site, full cooperation as well as copies of pertinent documents to accomplish his tasks.

TERMS AND CONDITIONS

1. **TASKS:** Mr. Goldstone will provide technical management and engineering services described in the documentation provided to the Foundation April 19, 1998.
2. **SCHEDULE:** The TASKS will be completed in three parts, the first in Los Angeles, the second at the site of Las Pozas in Mexico and the third in Los Angeles. The product of this agreement will be the architecture and engineering report which will be delivered to SPACES before January 1, 1999.
3. **FEE AND EXPENSES:** SPACES agrees to pay Mr. Goldstone a total of \$18,515. That sum consists of fees, Mr. Goldstone's project expenses and other expenses for the total project and the two assistants for all three parts of the total task. The money shall be made in three payments within two weeks of receipt of signed invoices from Mr. Goldstone.

•Milestone 1 (see April 19, 1998 letter attached)

Part 1 invoice ~~not to exceed~~ total of \$8,250 which includes

- a) a fee of \$3,150.00 including expenses,
- b) \$1,200 for air tickets,
- c) \$2,200.00 for equipment and
- d) \$1,700 for other project costs including film;

•Milestone 2 (see April 19, 1998 letter attached)

Part 2 invoice ~~not to exceed~~ total of \$8,390 which includes

- a) a fee of \$6,000.00 including expenses,
- b) \$700 (per diem) and
- c) \$1,690.00 (per diem) for assistants as project costs; and

•Milestone 3 (see April 19, 1998 letter attached)

Part 3 invoice ~~not to exceed the remaining amount from the original \$18,515~~ total of \$1,875.00, or a fee of \$1,875.00 including expenses;

TOTAL ALL: \$18,515 ~~20,315~~

N.J. Bud Goldstone
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MEMORANDUM OF AGREEMENT

Suite 100
Zuleyma C. Aguirre
10026 Sepulveda Bl Mission Hills, CA 91345-3202

This document describes the agreement between SPACES, a nonprofit operating corporation, and Zuleyma C. Aguirre, ~~address city state etc~~ in regard to the production of an architecture and engineering report for the surrealistic monument known as "Las Pozas" near Xilitla, Mexico.

TERMS AND CONDITIONS

1. **TASKS:** Ms. Aguirre will provide technical management and conservation services described in the documentation provided to the Foundation April 19, 1998.
2. **SCHEDULE:** The TASKS will be completed in three parts, the first in Los Angeles, the second at the site of Las Pozas in Mexico and the third in Los Angeles. The product of this agreement will be the architecture and engineering report which will be delivered to SPACES before January 1, 1999.
3. **FEE AND EXPENSES:** SPACES agrees to pay Ms. Aguirre a total of \$7,760. That sum consists of fees, Ms. Aguirre's project expenses and other expenses for the total project for all three parts of the total task.

•Milestone 1 (see April 19, 1998 letter attached)

Part 1 invoice — ~~not to exceed~~ — total of \$4,000 which includes

- to Bud* — a) a fee of \$2,800.00 including expenses, and
b) \$1,200 for air tickets;

•Milestone 2 (see April 19, 1998 letter attached)

Part 2 invoice — ~~not to exceed~~ — total of \$3,360 which includes

- a) a fee of \$2,800.00 including expenses, and
b) \$ 560 (per diem); and

•Milestone 3 (see April 19, 1998 letter attached)

Part 3 invoice — ~~not to exceed the remaining amount from the original \$7,760.00 total of \$400, or a fee of \$400.00 including expenses;~~

TOTAL ALL: \$7,760

N. J. Bud Goldstone, conservation engineer

Zuleyma C. Aguirre, technical management and conservation services

Bud

The totals for pages 1 and 2 are \$18, 515.00 & \$7,760.00 = \$26,275.00
where is the missing \$600.00?

MEMORANDUM OF AGREEMENT

Bud I think the following is redundant, that is redundant and confusing.
Besides these figures differ from the numbers on page 1 and 2
Why do you tie yourself to specific dates? The foundation doesn't really care.
If you want to have dates add it to page 1 or 2.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The progress payments for the agreement are to be paid after submittal of certified invoices from the participants, initialed by me for your verification. The payments which I anticipate will be paid by SPACES for each of the three parts of the agreement will be four checks in Part 1; two checks in Part 2 and two checks in Part 3 approximately as follows.

SUMMARY:

N.J. Bud Goldstone — upon submittal of invoice(s) after June 1, 1998 for

- Part 1. \$4,850.00 (maximum); upon submittal of invoice(s) after October 28, 1998 for
- Part 2. \$8,390.00 (maximum) upon submittal of invoice(s) after December 1, 1998 for
- Part 3. \$1,875.00 or the sum remaining from \$15,115.00 for

Zuleyma C. Aguirre — upon submittal of invoice(s) after June 1, 1998 for

- Part 1. \$2,800.00 (maximum); upon submittal of invoice(s) after October 28, 1998 for
- Part 2. \$3,360 (maximum) upon submittal of invoice(s) after December 1, 1998 for
- Part 3. \$400.00 or the sum remaining from \$6,560.00 for Parts 1, 2 and 3.

Parts 1, 2 and 3 and any sum remaining from Travel Agent and equipment supplier estimates, below.

Travel Agent Part 1 estimate \$3,000.00 for air and ground transportation.

*Instrumentation and Data Processing equipment supplier estimate Part 1 \$2,200.00.

* If you prefer, you may make out the check to me for the instrumentation.

TOTAL ALL: \$26,875.00

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

N.J. Bud Goldstone
6719 West 86th Place #2, Los Angeles, CA 90045 310-568-1571

MEMORANDUM OF AGREEMENT

ON SPACES stationary

Carol O'Donnell
Maine Community Foundation
245 Main Street PO Box 148
Ellsworth, Maine 04605

Dear Ms. O'Donnell,

Re: Las Pozas Architecture and Engineering Report

SPACES understands its responsibility for the grant from the Golden Rule Foundation / Maine Community Foundation, is to act as a facilitator, and a fiscal agent who will pay the principals of the Architecture and Engineering Report (A & E) on the Las Pozas environment in Xilitla, San Luis Potosi, Mexico, as various milestones are met.

The principals of the A & E Report are N.J. Bud Goldstone, and Zuleyma C. Aguirre.

Under this grant we would like to know if anything else is explicitly expected from SPACES beyond accounting for the funds and furnishing copies of the finished A & E Report to the Golden Rule Foundation and other interested parties.

If this is also your understanding, please let me know before the end of the month.

For your files, I include a Memorandum of Agreement as prepared by Mr. Goldstone which sets various Terms and Conditions, Fees and Expenses, and identifies milestones. Included in this letter is a copy of an April 19, 1998 letter to the Maine Community Foundation which outlines goals, activities as relates to the Las Pozas Project.

I hope this meets with your approval, as well as the 6% fee we requested to run the grant.

My best,

Seymour Rosen for SPACES

6 pages
I have a bunch of workmen
here - so we will have to talk
later today

Does Avery know that Golden Rule
is give \$28,000

Las Pozas Project emails

JungleGossip@compuserve.com
a clarification

Bud Don't Panic
my e-mail

Dear Avery,

As to my last e-mail.

Sorry, I thought you were aware of what was going on as relates to Bud and company doing the A & E report.

The e-mail Bud sent to you will hopefully clear up most of your questions as relates to his coming to Las Pozas and doing what he does best.

It will save a lot of time if I am candid. For your eyes only.

The foundation has an interest in knowing that the money they are putting out to send a crew to Mexico accomplishes something and produces a comprehensive document. Access and cooperation is necessary to fulfill the purpose of the grant..

If somebody doesn't want their house or something inspected. Bud will just ignore it and deal with those areas he has access to.

However, if those folks ever do what their piece repaired, they will have to come up with their own money to get a proper analysis.

Further, unless somebody else with the unique qualifications that Bud has develops as credible a report to current preservation standards, forget about getting funds or cooperation and advocacy from the Getty or anybody else.

As to the thousands of people and film crews and at least 5 major magazines who have passed through the property who have never ever asked for this kind of document ... it may be because they were the beneficiaries of their visits.

In this case W&K property and you are the beneficiaries, the sole beneficiaries. This is not a money maker for Bud or for SPACES much less the Golden Rule Foundation.

We are all on your side, solely to save as much of Las Pozas as possible.

I am here to clear up anything you have questions about.

My best,

Seymour #####

oh hell, I am on a roll

I get an impression you might not really appreciate what is going on.

If I am wrong I apologize right now.

In my thirty years in the non-profit field I have never heard of a foundation just giving a unsolicited grant to a commercial enterprise or a private holding.

Las Pozas Project emails

In fact they are not allowed to by law.

They really love the place.

Cooperation does not seem a lot to ask.

Bud is a world-class consultant and is willing to go to Mexico for less than minimum wage to benefit a site that seems to have touched him. The same for Zuleyma.

Bud introduced you to the absolute top people in the preservation world and got their cooperation. You can not buy that. You would never get it on your own. Never.

He should get any access and cooperation he wants and someone should kiss his ass for doing all he is doing for you for free.

Las Pozas is a white elephant. A beautiful and wonderful elephant that has a potential of falling down. It could be a money pit, certainly beyond your resources and you need all the help you can get from the world community.

My friend, loosen up.

I hope you take my ranting in the spirit of friendship that I meant it to be.

Seymour #####

Wait until you see what concessions and paper work are necessary when Las Pozas becomes a non-profit and asking for money. You are in heaven and do not know it yet