

Exterior Building Color & Material Samples

Color Drawdowns

Archaeological Resources

Airport Vicinity Development Checklist

Parking Study

Trip Generation Comparison

Parking Master Plan

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

HISTORIC PRESERVATION
EXTERIOR REHABILITATION PROGRAM AGREEMENT

THIS EXTERIOR REHABILITATION PROGRAM AGREEMENT (the "Program Agreement") is made as of the 13th day of November, 2017 by and between the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Cecelia G. Villanueva (the "Property Owner"), whose principal address is 4818 North 76th Place, Scottsdale, Arizona 85251.

RECITALS

A. The City has determined that it wishes to make available for the purpose of purchasing conservation easements from the owners of certain property designated on the Scottsdale Historic Register (the "SHR") who agree to maintain such property in accordance with agreed upon specifications (the "Program").

B. The Property Owner, who is the owner of property described hereto on Exhibit "A" (the Property) on which there exists a residential structure (the "Structure"), which Property is located at 4818 North 76th Place, Scottsdale, Arizona, which is or will be listed on the SHR, submitted an application under the Program to sell a conservation easement on the exterior surfaces or facades of the Structure to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agrees as follows:

1. Purchase Price. The Property Owner hereby offers to sell, and the City agrees to purchase, a Conservation Easement in the form attached hereto as Exhibit "B" for the amount not to exceed \$7,500.00, (the "Purchase Price") provided that the Property Owner enters into and complies with the terms and conditions of this Program Agreement.

2. Scope of Work. The Property Owner agrees to carry out or cause to be carried out the exterior rehabilitation work (the "Scope of Work") on the Structure as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

3. Agreement, Acknowledgment and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to, the City that:

3.1. Review of Documents. The Property Owner (a) has read this Program Agreement, including all Exhibits hereto, (b) fully understands the terms and conditions of this Agreement set forth herein, and (c) agrees to be bound by those terms and conditions.

3.2. Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of the Purchase may terminate the Property Owner's right to be paid the Purchase Price.

3.3. No Liability. The City shall be in no manner liable to the Property Owner for any and all monies expended by the Property Owner in connection with the Program, whether or not the Property Owner is actually paid the Purchase Price.

4. Commencement of Work. The Property Owner shall commence, or cause to be commenced, the construction of improvements and other repairs of the Structure as set forth in the Scope of Work within ninety (90) days of the date of this Program Agreement. For the purposes of this Agreement, Commencement is defined as the date of issuance of a Certificate of No Effect or Appropriateness as set forth herein ("Commencement of Work").

5. Conditions Precedent to Disbursement of Purchase Price. Subject to Sections 6 and 8 hereof, the Purchase Price shall be disbursed to the Property Owner upon satisfaction of the following conditions precedent:

5.1. Conservation Easement. The City, or its designee, shall receive a duly acknowledged irrevocable Conservation Easement executed by the Property Owner. The City shall hold the Easement until the work described in the Scope of Work has been satisfactorily completed. After completion, the City shall record the Easement in the Maricopa County Recorder's Office. The Easement will (a) provide the City with an enforceable easement consistent with Arizona's Uniform Conservation Act, A.R.S. § 33-271 through 276, inclusive, as and if amended, (b) impose various limitations and obligations upon the Property Owner to preserve the historical, architectural and archaeological aspects of the Structure, and (c) otherwise be in such form and with such content as required by the City in its sole discretion.

5.2. Title Report. The City, or its designee, shall have received a current title report (the "Title Report") issued by a title insurance company acceptable to the City, or its designee, in its sole discretion, which reflects that the Property Owner holds fee simple title to the Property, and is otherwise in such form and with such content as the City, or its designee, shall reasonably require.

5.3. Liens or Encumbrances. The City, or its designee, shall have received complete copies of any and all documents evidencing any and all liens or encumbrances against the Property reflected on the Title Report.

5.4. Confirmation of Persons With Interest In Property. The City, or its designee, shall have received written confirmation, in recordable form, from the holder of any lien, encumbrance, or other property interest (the "Holder"), which confirmation shall permit the conveyance of the Easement, shall acknowledge that the Easement shall run with the Property, and shall contain such other terms as the City may reasonably require.

5.5. Insurance Certificate. The City, or its designee, shall have received a certificate of insurance that certifies that the subject Structure is insured as required by the Easement and is otherwise in such form and with such content as the City, or its designee, may reasonably require.

5.6. Historic Property Designation. The Property and the Structure shall have been zoned "HP" and listed on the SHR.

5.7. Certificate of Appropriateness or No Effect. The City, or its designee, shall have received a certificate of appropriateness or no effect issued by the Historic Preservation Office of the City stating that the Project is compatible with the historic character of the subject property and, therefore: (a) may be completed as specified in the certificate; (b) any building permits or other construction code permits needed to do the work in the specified certificate may be issued by the City's

Building Safety Branch; and (c) any other permits required by other City ordinances, such as grading and drainage, may be issued.

5.8. Building Permit. If required by the nature of the exterior rehabilitation of the Structure as determined by the City in its sole discretion, the City, or its designee, shall have received a copy of the building permit issued by the City for the Project which is in such form and with such content as the City, or its designee, may reasonably require.

5.9. Other Documents or Requirements. The City, or its designee, shall have received such other and further documents or other information as may be required by the City, or its designee, in its sole discretion.

5.10. Completion Deadline. The Project shall have been satisfactorily completed in accordance with the City's program guidelines and design standards, as determined by the City or its designee, on or before one (1) year after the Commencement of Work, unless an extension is granted by the City (the "Completion Deadline").

6. Disbursement. The City will pay the Property Owner the Purchase Price after the City's inspection of the Property establishes that the Scope of Work has been satisfactorily completed and the Property Owner has performed all other obligations under this Program Agreement.

7. Non-Compliance of and Right to Cure. In the event the Property Owner completes the Project on or before the Completion Deadline but the City determines that the Project or a portion thereof has not been completed in accordance with the City's program guidelines and design standards the Property Owner shall have the following right to cure (provided the Property Owner shall have satisfied all conditions precedent set forth in Section 5, except 5.10).

7.1. Improvements Unacceptable. In the event the City or its designee does not approve all repairs and improvements completed in connection with the Project, the City or its designee shall notify the Property Owner in writing ("City Notice I") of the reasons the Project in whole or in part is unacceptable. In the event a portion of the Project, which is, as determined in the sole discretion of the City or its designee, sufficient to justify payment of a portion of the Purchase Price, is approved, the City Notice I will advise the Property Owner as to the portion of the Purchase Price to which the Property Owner is currently entitled.

7.2. Cure Period. Upon receipt of the City's Notice I, the Property Owner shall have up to fifteen (15) days to notify the City or its designee in writing that the Property Owner intends to cure the defects detailed in City Notice I, and in such case, the Property Owner shall have sixty (60) days from the date the Property Owner received the City Notice I to cure such defects (the "Cure Period").

7.3. Failure to Cure. In the event the Property Owner fails to respond to City Notice I within fifteen (15) days or otherwise notifies the City that the Property Owner does not elect to cure the defects, the City shall disburse to the Property Owner that portion of the Purchase Price, if any, approved in City Notice I and the Property Owner's right to receive any other monies under the Program shall terminate.

7.4. Cure Effected. In the event the Property Owner elects to cure the defects, the City, or its designee, shall inspect the subject repairs and improvements within fifteen (15) days after the lapse of the Cure Period. If those repairs and improvements have been satisfactorily completed in the sole discretion of the City or its designee, the City will pay the Purchase Price to the Property Owner within thirty (30) days of approving the work performed. In the event the City, or its designee, in its sole discretion shall determine that the repairs and improvements have not been completed as required by the City Notice I, the City shall notify the Property Owner in writing ("City Notice II") which describes the reason the repairs and improvements, in whole or in part, were unacceptable. In the event a portion of the subject repairs and improvements have been approved which is sufficient, as determined in the sole

discretion of the City or its designee, to justify a partial payment of the Purchase Price, the City or its designee will notify the Property Owner of such partial payment in City Notice II and will pay that portion of the Purchase Price to the Property Owner within thirty (30) days of the date of City Notice II. The Property Owner shall not have any right to any portion of the Purchase Price that is not approved for disbursement. The determination of the City or its designee as to whether the defects described in the City Notice I have been cured shall be final.

8. Termination of the Award. In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 5 hereof (including satisfactorily curing any defect in the Project in accordance with Subsection 7.4 hereof) within one (1) year following the Commencement of Work as defined in Section 4, the Property Owner's right to be paid the Purchase Price or any portion thereof shall automatically terminate.

9. Non-Transferable. The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void.

10. Notices. All notices required or permitted under this Program Agreement and the Easement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its address below:

If to the City:

City of Scottsdale
Steve Venker, Historic Preservation Officer
Development Services Department
7447 East Indian School Road
Scottsdale, AZ 85251

If to the Property Owner:

Cecelia G. Villanueva
4818 North 76th Place
Scottsdale, AZ 85251

Each party may change its or his/her address as set forth herein by notice to such effect directed to the other party.

11. Miscellaneous.

11.1. Amendments and Supplements. This Program Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

11.2. Severability. In the event any provision of this Program Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

11.3. Standard of Approval. Where within this Program Agreement the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

11.4. Waiver. The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Program Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Program Agreement.

11.5. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Program Agreement by the parties hereto.

11.6. Governing Law. This Program Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

11.7. Cancellation. This Program Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as and if amended.

IN WITNESS WHEREOF, the Property Owner and the City have executed this Program Agreement on the date first above written.

CITY OF SCOTTSDALE,
an Arizona municipal corporation,

By: Steve Venker
Steve Venker,
Historic Preservation Officer

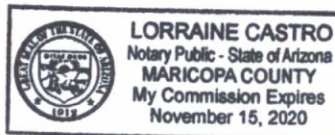
"PROPERTY OWNER"
By: Cecelia G. Villanueva
Cecelia G. Villanueva

STATE OF ARIZONA)
County of Maricopa) ss.
)

The foregoing instrument was acknowledged before me this 13th day of NOVEMBER, 2019 by LORRAINE CASTRO.

Lorraine Castro
Notary Public

My Commission Expires:
11/15/2020



WHEN RECORDED RETURN TO:
City of Scottsdale
One Stop Shop/Records
Steve Venker
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

EXHIBIT "A"

**Legal Description
4818 N. 76th Place
Scottsdale, AZ 85251**

LOT 179, VILLA MONTEREY UNIT THREE-A, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 102 of Maps, Page 04.

WHEN RECORDED RETURN TO:

City of Scottsdale
One Stop Shop/Records

7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

DEED OF CONSERVATION EASEMENT
EXHIBIT "B"

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the _____ day of _____ 20____, by and between _____ (the "Property Owner"), whose principal address is _____, Scottsdale, Arizona 85____ and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona, (the "City").

RECITALS

A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.

B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.

C. The Property Owner is the owner in fee simple of that certain property located at _____, Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)

D. The Property is listed on the Scottsdale Historic Register, and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

E. On _____, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.

F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the City's payment to the Property Owner of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Property Owner agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer and assign unto the City an Easement, as provided for under the Act, in gross for a term from the date hereof and through and including _____ (the "Term"), to preserve an unobstructed view of the Facades, and to perform the covenants contained herein, which Easement shall contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein. Without limitation, the Property Owner shall not allow or suffer to exist upon the Property any obstructions to views of the Facades from properties adjacent to the Property except such as may exist at the time of the creation of this Easement. This document runs with the land in favor of the City's successors and assigns.

2. Property Owner's Covenants: In furtherance of the Easement herein granted, the Property Owner hereby covenants and agrees with the City as follows:

2.1 Documentation of the Exterior Condition of the Facades. For the purpose of this Easement, the owner or his designee has depicted the exterior Facades in an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement (collectively, the "Photographs") and filed in the office of the City of Scottsdale Preservation Division, or designated successor. The exterior condition and appearance of the Facades as depicted in the Photographs is deemed to describe their external nature as of the date hereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than

hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures as is required to ensure the structural soundness and the safety of the Structures and the Facades.

2.4 Inspection. In order to periodically observe the Structures and Facades, representatives of the City shall have the right to enter the Property to inspect the exterior Facade. This inspection will be made at a time mutually agreed upon between the Property Owner and the City, or, if no time is mutually agreed upon, at any time during normal business hours after not less than forty-eight hours notice to the Property Owner by the City.

2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, inter alia, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

2.6 Insurance. The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Certificate of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Certificate of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

3. Warranties and Representations of the Property Owner. The Property Owner hereby represents, covenants and warrants to the City as follows:

3.1 Information Furnished, True and Correct. All information given to the City by the Property Owner in order to induce the City to accept this Easement, including all information contained in this Easement, is true, correct and complete.

3.2 Legal, Valid and Binding. The Property Owner is lawfully seized and possessed of the Property, has a good and lawful right to make the conveyance described herein, and this Easement is in all respects, legal, valid and binding upon the Property Owner and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement. The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind the Property Owner have joined in this document. The City shall have quiet title and possession against the claims of all persons.

3.3 No Impairment of Easement. The Property Owner, for himself, his heirs, personal representatives, and assigns, has not reserved, and to his knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

5. Indemnification. The Property Owner covenants that he shall pay, protect, indemnify, hold harmless and defend the City, its officers, employees, agents, independent contractors and elected officials, at the Property Owner's sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its officers, employees, agents, independent contractors and elected officials, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement, except in such matters arising solely from the gross

negligence of the City, or its officers, employees, agents, independent contractors or elected officials.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement for claims accruing for a period of two (2) years.

5.2 Explanation of Indemnification. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owner and the City agree that the purpose of Paragraph 5 is to require the Property Owner to bear the expense of any claim made by any party against the City, which arises because the City has an interest in the Property as a result of this Easement, or because of any actions taken by the City pursuant to the Program Agreement or this Easement.

6. Default/Remedy. In the event (a) the Property Owner fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise fails to comply with any stipulation or restriction set forth herein, or (b) any representation or warranty of the Property Owner set forth herein is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity, the City or its designee, following prior written notice to the Property Owner, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, or (bb) enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property. In the event the Property Owner violates any of its obligations under this Easement, the Property Owner shall reimburse the City for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.

7. Waiver. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement:

8.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and restrictions on use herein contained.

8.2 Invalidity of the Act. This Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent thereto.

8.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Property Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

8.4 Amendments and Modifications. For purposes of furthering the preservation of the Facades, the Structures and the other Property and the other purposes of this Easement, and to meet changing conditions, the Property Owner and the City are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the terms or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

8.5 No Third Party Beneficiaries: It is not the intention of the parties hereto that any third party who is not an assignee of an interest of any of the parties will have the right to enforce or benefit from any of the provisions of this Easement or the Program Agreement.

8.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement by the Property Owner.

8.7 Feminine and Masculine. For purposes of this Easement, the feminine shall include the masculine and the masculine shall include the feminine.

IN WITNESS WHEREOF, the Property Owner and the City executed this Easement on the date first above written, which Easement shall be effective immediately upon such execution.

"PROPERTY OWNER"

By: _____

By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description

Provide the lot number, and subdivision name, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book XX of Maps, Page XX

EXHIBIT "C"

The following items establish the Scope of Work to be accomplished under this Agreement. These same items pertain to the Certificate of No Effect/Appropriateness issued by the Historic Preservation Office for all work performed under this program. It is the responsibility of the property owner or the contractor to obtain any Building Permits that may be required for the Scope of Work items by the Development Services Department. Building permit fees must be paid by the property owner.

SCOPE OF WORK

**4818 N. 76th Place
Scottsdale, AZ 85251**

Windows and doors replacement project (29-HP-2017)

The scope of work consists of:

1. Front Elevation:
 - a. Remove the existing two (2) front windows and replace with horizontal sliding energy efficient windows in the same location.
 - b. Remove the existing carport entry door and replace with new energy efficient and secure door in the same location.
2. Rear Elevation:
 - a. Remove and replace existing patio door in the same location.

BRYAN CLUFF'S
RE WINDOWS
→ physical characteristics
→ AAMA certified
→ 20 year warranty
→ dual pane / performance

CT GRILLE PATTERN



ALL SASH

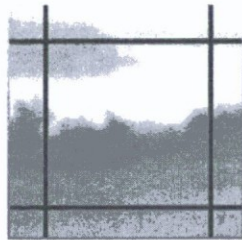
SASH 1

SASH 2

GRILLE PATTERN



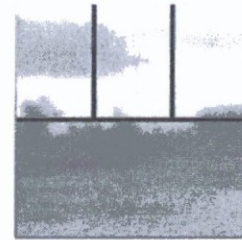
Colonial



Prairie



Modified Prairie



Farmhouse



Custom



No Grilles

COLONIAL GRILLE LIGHTS WIDE

3

COLONIAL GRILLE LIGHTS HIGH

2

Colonial

APPLY



Villanueva HRC application 2017

SELECT GRILLE PATTERN

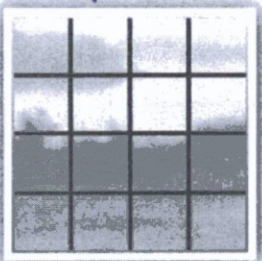
ALL SASH

SASH 1

SASH 2

GRILLE PATTERN

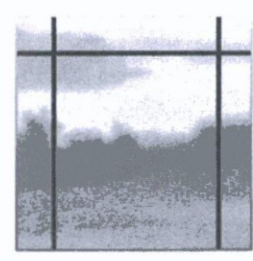
2 will pick Colonial



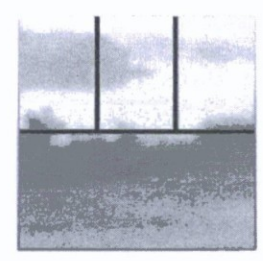
Colonial



Prairie



Modified Prairie



Farmhouse



Custom



No Grilles

COLONIAL GRILLE LIGHTS WIDE

3

COLONIAL GRILLE LIGHTS HIGH

2

Colonial

APPL

Renewal by Andersen® window products are designed and built according to a carefully defined interconnection of characteristics. Each element is analyzed and balanced to create the most effective total product. Extensive testing is performed to make sure every window we install meets or exceeds industry standards and our customers' expectations.

This section of the manual discusses in easy-to-understand terms the technical aspects and benefits of the materials used in Renewal by Andersen windows.



HOW WINDOWS AND WINDOW COMPONENTS ARE TESTED



Keep in mind that window manufacturers voluntarily test their products for performance and durability. It's important for customers to look for and ask for specific compliance to established test standards to make sure they are getting accurate, reliable information. Renewal by Andersen® products are tested thoroughly, and the results are referenced throughout this manual.

Several professional, nonpartisan national associations have established test standards to accurately and consistently measure the relationship of products and materials to performance. They include the following:

AAMA/WDMA—American Architectural Manufacturer's Association / Window and Door Manufacturer's Association

ANSI—American National Standards Institute

ASTM—American Society for Testing Materials

NFRC—National Fenestration Rating Council

CAN / CSA—Canadian Standards Association

Associations Renewal By
Andersen is a part of.



Scientifically Proven to Stand the Test of Time*

A lot of things can change in 20 years. Your windows shouldn't be one of them. Our warranty is our promise to you and it is backed by extensive testing.*

20 YEARS OF CONFIDENCE

We recently tested Renewal by Andersen® windows that had been professionally installed more than 20 years ago. These windows withstood over two decades of extreme Minnesota weather** - brutally cold winters, hot humid summers and everything in between.

And what did we find as a result of these performance tests? After all those years, enduring some of the biggest weather swings Mother Nature can dish out, in real situations, operated by real people, our windows still opened and closed as easily as the day they were installed† and they still looked brand new.



20 YEAR WARRANTY
on Glass and Fibrex® Material



Locks, Hinges and Other Components



Professional Installation



Fully Transferable Coverage

Renewal by Andersen



The **Better** ^{1 of 1} Way to a **Better Window**

Renewal by Andersen[®] Products and Installation Transferable Limited Warranty

UNITS INSTALLED AFTER MAY 1, 2016

Your Renewal by Andersen[®] products are warranted under a fully transferable limited warranty covering parts, labor and original installation services.

Transferable Limited Warranty on Glass

The glass in Renewal by Andersen[®] factory glazed windows (including high-performance Low-E4[®] glass, high-performance Low-E4[®] Sun glass, high-performance Low-E4[®] SmartSun[™] glass, high-performance SmartSun glass with HeatLock[®] technology, patterned glass [including obscure, fern, reed and cascade designs]), Finelight[™] grilles, divided light grilles and tempered versions of these glass options is warranted to be free from defects in manufacturing, materials and workmanship for twenty (20) years from the original installation date. It is also warranted not to develop, under normal conditions, any material change in appearance resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the original installation date. This limited warranty on glass does not apply to special order glazings, art glass, insulated art glass, impact-resistant glass or glass that is not factory installed by Renewal by Andersen.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: [1] provide and install the appropriate replacement glass product or [2] provide a factory-authorized repair to the existing glass. Such replacement or repair is warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Fibrex[®] Material Components

The Fibrex[®] material components of your Renewal by Andersen windows (including frame, sash, and exterior grilles) are warranted not to flake, rust, blister, peel, crack, pit or corrode and be free from defects in manufacturing, materials and workmanship for a period of twenty (20) years from the original installation date.

In the event a Fibrex material component fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: [1] provide and install the appropriate replacement parts or [2] provide a factory-authorized repair to the existing product. Such replacement or repair is warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Components Other Than Glass

The non-glass portions of your Renewal by Andersen windows (including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for a period of ten (10) years from the original installation date.

In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: [1] provide and install the appropriate replacement parts or [2] provide a factory-authorized repair to the existing product. Such replacement or repair is warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Exterior Color Finish

The color finish on the Fibrex[®] material exterior components (frame, sash, window sills and grilles) on Renewal by Andersen windows is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta-E* measured in accordance with ASTM D2244 for a period of ten (10) years from the original installation date.

What is not covered by this exterior color finish warranty: weatherstripping, accessories and hardware, including insect screen frames, handles, trim sets and lock components, exterior trim profiles and exterior aluminum coil stock.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Renewal by Andersen, at its option, will: [1] refinish the product - labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product) or [2] repair or replace the product. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Installation

Installation of your Renewal by Andersen windows or other Andersen window and/or door products by an authorized Renewal by Andersen contractor is warranted for a period of two (2) years from the date of original installation. During this period, should your Renewal by Andersen window or door fail to perform according to our specifications due to improper original installation, we will bring the workmanship up to our professional standards, at no cost to you.

This limited warranty on installation does not extend to labor/services performed by anyone other than the original authorized installer or other authorized Renewal by Andersen contractor, nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation.

No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. RENEWAL BY ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia) and Canada. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state or province. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

RbA Energy Performance Reference Guide (Windows)

Reference Guide



| | Full Unit Values | | | | Center of Glass Values | | | | | | |
|-----------------|--|---|--|---|---|--|---|--|--|--|----|
| | U-Factor (BTU/(hr ft ² °F)) | | Solar Heat Gain Coefficient (SHGC) | | Shading Coefficient ² (SC) | Visible Light Transmittance ¹ (VLT) | Ultraviolet Light Transmittance ⁵ | Relative Heat Gain ⁴ (BTU/hr/ft ²) | % Relative Humidity when Moisture Forms ⁷ | Inside Surface Glass Temperature ⁸ (°F) | |
| | Air ⁶ without grilles/with grilles | HP Gas Blend ³ without grilles/with grilles | Air ⁶ without grilles/with grilles | HP Gas Blend ³ without grilles/with grilles | Center of Glass without grilles | Center of Glass without grilles | Center of Glass without grilles | Center of Glass without grilles | Center of Glass without grilles | Center of Glass without grilles | |
| Fixed | Clear | .42/.43 | .41/.41 | .51/.46 | .51/.46 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .31/.32 | .28/.29 | .28/.25 | .27/.25 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .32/.33 | .29/.30 | .17/.16 | .17/.15 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .31/.32 | .28/.29 | .19/.17 | .18/.17 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .26/.26 | .24/.24 | .18/.17 | .18/.16 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |
| Sliding | Clear | .43/.43 | .41/.41 | .51/.46 | .51/.46 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .31/.32 | .28/.29 | .28/.25 | .27/.25 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .32/.33 | .29/.30 | .17/.16 | .17/.15 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .31/.32 | .28/.29 | .19/.17 | .18/.17 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .27/.27 | .25/.25 | .18/.17 | .18/.16 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |
| e-Hung (Frame) | Clear | .46/.46 | .44/.44 | .57/.51 | .57/.51 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .33/.34 | .30/.31 | .31/.28 | .31/.28 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .33/.35 | .30/.31 | .19/.18 | .19/.17 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .33/.34 | .29/.30 | .21/.19 | .21/.19 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .28/.28 | .25/.25 | .20/.18 | .20/.18 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |
| e-Hung (Frame) | Clear | .46/.46 | .44/.44 | .57/.51 | .57/.51 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .33/.35 | .30/.31 | .31/.28 | .31/.28 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .34/.35 | .30/.31 | .20/.18 | .19/.17 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .33/.34 | .29/.30 | .21/.19 | .21/.19 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .27/.27 | .25/.25 | .20/.19 | .20/.18 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |
| Sliding | Clear | .47/.47 | .45/.45 | .59/.53 | .59/.53 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .34/.35 | .30/.31 | .32/.29 | .31/.28 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .34/.35 | .30/.32 | .20/.18 | .19/.18 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .33/.34 | .29/.31 | .21/.19 | .21/.19 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .27/.27 | .25/.27 | .20/.18 | .20/.18 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |
| Picture (Frame) | Clear | .44/.45 | .42/.43 | .61/.55 | .61/.55 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .31/.32 | .27/.28 | .33/.29 | .32/.29 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .31/.33 | .27/.29 | .20/.18 | .20/.18 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .30/.32 | .26/.28 | .22/.20 | .22/.20 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .25/.25 | .22/.22 | .22/.20 | .21/.19 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |
| Picture (Frame) | Clear | .45/.46 | .43/.44 | .64/.57 | .64/.57 | 0.89 | 82% | 0.58 | 186 | 39% | 44 |
| | High Performance | .31/.33 | .27/.29 | .34/.31 | .34/.31 | 0.48 | 72% | 0.16 | 98 | 62% | 56 |
| | High Performance Sun | .31/.33 | .28/.29 | .21/.19 | .20/.19 | 0.29 | 40% | 0.16 | 61 | 59% | 55 |
| | High Performance SmartSun™ | .30/.32 | .27/.28 | .23/.21 | .23/.21 | 0.31 | 65% | 0.05 | 66 | 62% | 56 |
| | High Performance SmartSun™ w/HeatLock™ | .25/.25 | .22/.22 | .22/.20 | .22/.20 | 0.31 | 63% | 0.05 | 64 | 46% | 48 |

Light Transmittance (VLT) measures how much light comes through the glass. The higher the value, from 0 to 1, the more daylight the glass lets in. Visible Light Transmittance is measured over the 380 to 760 nanometer portion of the solar spectrum.

Shading Coefficient (SC) defines the amount of heat gain through the glass compared to a single lite of clear 1/8" (3) glass.

Gas Blend sealed between the glass to help inhibit the transfer of energy

Relative Heat Gain (RHG) is the amount of heat gain through a glazing incorporating U-Factor and Solar Heat Gain Coefficient.

Transmission Ultra-Violet Energy (Tuv). The transmission of short wave energy in the 300-380 nanometer portion of the solar spectrum. The energy can cause fabric fading.

Units used in high altitudes should utilize capillary breather tubes. For such units, the gas fill is air.

Relative humidity before condensation occurs at the center of glass, taken using center of glass temperature.

Inside surface temperatures are taken at the center of glass.