



Current Planning Department

7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

Memorandum

August 16, 2021

To: Accounts Payable
From: Doris McClay, Interim Historic Preservation Officer *DMcClay*
Re: Check Requisition for Historic Residential Exterior Rehabilitation (HRER) Program for 7607 E. Northland Drive

City Council approved the procedures for the Historic Residential Exterior Rehabilitation (HRER) Program on April 4, 2006 as part of the Consent Agenda, Item No. 7 (City Council Resolution No. 6860 attached). The approval of the resolution empowered the Historic Preservation Commission to select projects and administer the HRER Program. The Commission approved the improvement project for Catherine Wagenbach on May 31, 2018 for a maximum amount of \$7,500 in City funding based upon reimbursement for up to half of the actual expenditures for the project, but not to exceed \$7,500 (marked agenda and portion of approved May 31, 2018 HPC minutes attached). The City matching expenditure is equal to the cost to purchase a Conservation Easement. Funding for this rehabilitation program was approved by City Council as part of the Neighborhood Resources Department budget for the current fiscal year.

The attached receipts indicate a total of \$15,185.77 in expenditures by the homeowner for the building addition. The expenses incurred document that the expenses are more than the \$7,500 required for the maximum approved reimbursement in the rehabilitation agreement. Catherine Wagenbach requests reimbursement in the amount of \$7,500.00, which is the maximum in the Rehabilitation Agreement. Scottsdale Historic Preservation Office staff inspected and obtained photographs of the work and found it satisfactory and determined that the work met the approved Scope of Work (attached) for the project. The actual construction cost qualifies the owner for a City reimbursement of \$7,500.00.

Total Project Cost by Homeowner on Receipt = \$15,185.77 (building addition)
City Reimbursement/Conservation Easement = $\frac{1}{2} \times 15,185.77$, up to a maximum of \$7,500.00 =
\$7,500.00 Check Requisition

When ready, the check should be mailed to Catherine Wagenbach, owner, at the address on the Check Requisition form.

Attachments:

1. Check Requisition for Catherine Wagenbach
2. Resolution No. 6860
3. Marked Agenda and Portion of Approved HPC May 31, 2018 Minutes
4. Rehabilitation Agreement Exhibit "C" Scope of Work
5. Deed of Conservation Easement, signed and notarized
6. Receipt from Homeowner
7. IRS Form W9



RESOLUTION NO. 6860

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE PRESERVATION DIVISION TO ADMINISTER AND AWARD FUNDS TO IMPLEMENT THE HISTORIC RESIDENTIAL EXTERIOR REHABILITATION PROGRAM, WITH RECOMMENDATIONS FROM THE HISTORIC PRESERVATION COMMISSION, AND APPROVING CONTRACT NO. 2006-023-COS BETWEEN THE CITY AND JOHN AND CHRISTA KEATING FOR THE ACQUISITION BY THE CITY OF A CONSERVATION EASEMENT

WHEREAS, the Council approved a \$2 million Scottsdale Revitalization funding package in 2004 that included \$200,000 in funding for a rehabilitation program for designated historic districts; and

WHEREAS, the Council approved the first neighborhood historic districts in Scottsdale in June, 2005 when it adopted the Village Grove 1-6 and Town and Country Scottsdale historic districts; and

WHEREAS, the Historic Preservation Commission (HPC) was appointed by the Council in June, 1997 and charged with developing a comprehensive Historic Preservation Program for the City of Scottsdale; and

WHEREAS, the HPC has approved preservation guidelines for each of the two existing neighborhood historic districts that will be used by owners to prepare their improvement plans and by the HPC and staff to review the appropriateness of the proposed home improvement plans for properties within the neighborhood historic districts, and the HPC will prepare similar preservation guidelines for any additional historic districts the Council designates; and

WHEREAS, the HPC has approved the application materials needed to effectively administer the Historic Residential Exterior Rehabilitation Program, including forms, a manual with priorities for funding, guidelines, sample legal documents, and a selection process; and

WHEREAS, the Preservation Division supports the work of the HPC and administers the local Historic Preservation Program, with support and recommendations from the HPC; and

WHEREAS, Preservation staff desire to establish procedures for the efficient implementation of the Historic Residential Exterior Rehabilitation Program, including the acquisition by the City of conservation easements for the purpose of preserving improvements to qualifying structures; and

WHEREAS, John and Christa Keating are the owners of real property located at 7308 E. Monte Vista Road in the Scottsdale Town and Country historic district, and wish to make certain improvements to their property to continue to maintain its structural integrity; and

WHEREAS, the City and the Keatings wish to enter into an agreement whereby the City will acquire a conservation easement from the Keatings in order to preserve the improvements after they are made and in order to encourage and facilitate the Keatings' improvements to their property, which agreement will be to the benefit of the citizens of Scottsdale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. City Council authorizes the Preservation Division and the HPC to administer the Historic Residential Exterior Rehabilitation Program, using existing budgeted funds as previously approved and funded by the City Council as part of the 2004 Scottsdale Revitalization Program, and any future funds budgeted by the City Council for this rehabilitation program, to modify the application form, submittal deadlines, guidelines, priorities and competitive selection process for the program when necessary, and to accept conservation easements for the City.

Section 2. City Council authorizes the Preservation Division to prepare agreements with homeowners in historic districts for improvement projects selected by the HPC through a competitive selection process, and to authorize the Preservation Director or designee to sign future agreements to agree to pay up to \$10,000 per residence for the acquisition of conservation easements to preserve successfully completed improvement projects that maintain or enhance the character-defining features of homes in City Council designated neighborhood historic districts.

Section 3. Mayor Mary Manross is hereby authorized and directed to execute on behalf of the City of Scottsdale Contract No. 2006-023-COS.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Scottsdale this ~~4th~~ day of April, 2006.

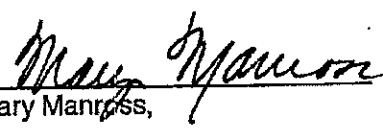
ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By:

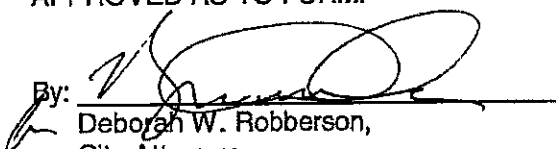

Carolyn Jagger,
City Clerk

By:


Mary Manross,
Mayor

APPROVED AS TO FORM:

By:


Deborah W. Robberson,
City Attorney

SCOTTSDALE

HISTORIC PRESERVATION COMMISSION MEETING

MEETING NOTICE AND MARKED AGENDA



HISTORIC PRESERVATION COMMISSION

John Southard, Chair
Blair Schweiger, Vice Chair
Ben Brosseau, Commissioner
Regina Buzzello, Commissioner

Christie Kinchen, Commissioner
Cindy Lee, Commissioner
Linda Davis, Commissioner

Thursday, May 31, 2018

6:00 P.M.

HISTORIC PRESERVATION COMMISSION MEETING

One Civic Center, 7447 East Indian School Road

Call to Order - 6:03 PM

Roll Call – LEE ABSENT

APPROVAL OF MINUTES

1. Approval of the April 5, 2018 Historic Preservation Commission Meeting Minutes.
APPROVED 6-0; MOTION BY SCHWEIGER, 2ND BY DAVIS

ADMINISTRATIVE REPORT

2. Identify supplemental information, if any, related to the May 31, 2018 Historic Preservation Commission agenda items and other correspondence.

PUBLIC COMMENT

Citizens may address the members of Historic Preservation Commission during Public Comment. This "Public Comment" time is reserved for citizen comments regarding non-agendized items. However, Arizona State law prohibits the Historic Preservation Commission from discussing or taking action on an item that is not on the prepared agenda. **Comment cards must be submitted before public testimony has begun on any item.**

REGULAR AGENDA

3. 6-HP-2018#2 (Wagenbach Townhouse Exterior Improvements)
Request approval of a Certificate of Appropriateness - Historic Property and Historic Residential Exterior Rehabilitation (HRER) funding for a building addition to an existing townhouse in the Villa Monterey Units 1-7 Historic District.
Jesus Murillo, Coordinator: 480-312-7849
Catherine R Wagenbach, Applicant: 480-423-9205
CERTIFICATE OF APPROPRIATENESS APPROVED 5-1; MOTION BY SCHWEIGER, 2ND BY KINCHEN WITH BUZZELLO DISSENTING.
HRER FUNDING APPROVED 5-1; MOTION BY SCHWEIGER, 2ND BY KINCHEN WITH BUZZELLO DISSENTING.

4. 10-HP-2018 (DeRuyter Townhouse Carport Conversion to Garage)
Request approval of a Certificate of Appropriateness-Historic Property for a carport conversion to a garage at an existing townhouse residence in the Villa Monterey Units 1-7 Historic District.
Greg Bloemberg, Coordinator: 480-312-4306
Maureen DeRuyter, Applicant: 920-676-1137
CERTIFICATE OF APPROPRIATENESS APPROVED 6-0; MOTION BY BUZZELLO, 2ND BY SCHWEIGER WITH ADDITIONAL STIPULATIONS.

Non-Action Agenda

5. 1-GP-2018 (Downtown Plan Update)
Staff will present information regarding the update to the Downtown Plan – The Old Town Scottsdale Character Area Plan.
STAFF PROVIDED INFORMATION TO THE COMMISSION REGARDING THE DOWNTOWN PLAN UPDATE.
6. 4-HP-2010#2 (Villa Monterey Units 1-7 Historic District Historic Preservation Plan and Guidelines)
Request by City of Scottsdale Historic Preservation Office and Villa Monterey Units 1-7 Home Owner Associations for review and comments regarding the Villa Monterey Units 1-7 Historic District Historic Preservation Plan and Guidelines on approximately 115 acres in the vicinity of Miller Road and Chaparral Road, from Medlock Drive to Meadowbrook Avenue and from 74th Place to 79th Place, containing 757 homes and 13 common tracts.
STAFF PROVIDED INFORMATION TO THE COMMISSION REGARDING THE VILLA MONTEREY UNITS 1-7 HISTORIC DISTRICT HISTORIC PRESERVATION PLAN AND GUIDELINES.
7. HPC Communication Plan
Staff is requesting discussion and possible direction from the Historic Preservation Commission regarding the draft Script #1 – Who We Are.
STAFF PROVIDED INFORMATION TO THE COMMISSION REGARDING THE HPC COMMUNICATION PLAN.

Commissioner Announcements*

- **SCHWEIGER ADDRESSED A MEMBER OF THE BOY SCOUTS OF AMERICA IN ATTENDANCE.**

Future Agenda Items*

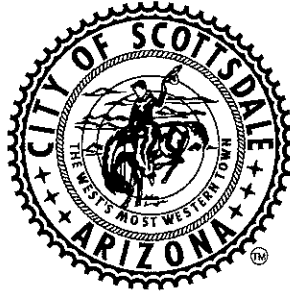
- **HRER FUNDING REQUEST**
- **VILLA MONTEREY UNITS 1-7 HISTORIC DISTRICT HISTORIC PRESERVATION PLAN AND GUIDELINES**
- **2019 – 20TH ANNIVERSARY OF HISTORIC PRESERVATION**

*Not for Discussion

Adjournment - 7:30PM



Persons with a disability may request a reasonable accommodation by contacting Melissa Berry at 480-312-4213. Requests should be made 24 hours in advance, or as early as possible, to allow time to arrange the accommodation. For TTY users, the Arizona Relay Service (1-800-367-8939) may contact Melissa Berry at 480-312-4213.



**SCOTTSDALE HISTORIC PRESERVATION COMMISSION
ONE CIVIC CENTER
7447 E. INDIAN SCHOOL ROAD, STE. 105
SCOTTSDALE, ARIZONA**

THURSDAY, May 31, 2018

SUMMARIZED MEETING MINUTES

PRESENT:

John Southard, Chair
Blair Schweiger, Vice Chair
Ben Brosseau, Commissioner
Christie Lee Kinchen, Commissioner
Regina Buzzello, Commissioner
Linda Davis, Commissioner

ABSENT:

Cindy Lee, Commissioner

STAFF:

Steve Venker
Melissa Berry
Jesus Murillo
Greg Bloemberg
Taylor Reynolds

CALL TO ORDER

Chair Southard called the meeting of the Scottsdale Historic Preservation Commission to order at 6:03 P.M.

ROLL CALL

A formal roll call was conducted confirming members present as stated above.

* Note: These are summary action minutes only. A complete copy of the meeting audio is available on the Historic Preservation Commission website at:
<http://www.scottsdaleaz.gov/boards/HistPres>

MEETING MINUTES 5-31-18

APPROVAL OF MINUTES

1. Approval of the April 5th, 2018 Historic Preservation Commission Meeting Minutes

VICE CHAIR SCHWEIGER MOVED TO APPROVE THE APRIL 5, 2018 MINUTES, SECONDED BY COMMISSIONER DAVIS. THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SIX (6) TO ZERO (0).

ADMINISTRATIVE REPORT

2. Identify supplemental information, if any, related to the May 31, 2018 Historic Preservation Commission agenda items, and other correspondence.

PUBLIC COMMENT

Citizens may address the members of Historic Preservation Commission during Public Comment. This "Public Comment" time is reserved for citizen comments regarding non-agenized items. However, Arizona State law prohibits the Historic Preservation Commission from discussing or acting on an item that is not on the prepared agenda. **Comment cards must be submitted before public testimony has begun on any item.**

REGULAR AGENDA

3. 6-HP-2018#2 (Wagenbach Townhouse Exterior Improvements)
Request approval of a Certificate of Appropriateness - Historic Property and Historic Residential Exterior Rehabilitation (HRER) funding for a building addition to an existing townhouse in the Villa Monterey Units 1-7 Historic District.

VICE CHAIR SCHWEIGER MOVED TO APPROVE THE CERTIFICATE OF APPROPRIATENESS SECONDED BY COMMISSIONER KINCHEN. THE MOTION CARRIED WITH A VOTE OF FIVE (5) TO ONE (1) WITH BUZZELLO DISSENTING.

VICE CHAIR SCHWEIGER MOVED TO APPROVE THE HRER FUNDING SECONDED BY COMMISSIONER KINCHEN. THE MOTION CARRIED WITH A VOTE OF FIVE (5) TO ONE (1) WITH BUZZELLO DISSENTING.

4. 10-HP-2018 (DeRuyter Townhouse Carport Conversion to Garage)
Request approval of a Certificate of Appropriateness-Historic Property for a carport conversion to a garage at an existing townhouse residence in the Villa Monterey Units 1-7 Historic District.

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MEETING MINUTES 5-31-18

COMMISSIONER BUZZELLO MOVED TO APPROVE THE CERTIFICATE OF APPROPRIATENESS SECONDED BY VICE CHAIR SCHWEIGER WITH ADDITIONAL STIPULATIONS. THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SIX (6) TO ZERO (0).

NON-ACTION AGENDA

5. 1-GP-2018 (Downtown Plan Update)

Staff will present information regarding the update to the Downtown Plan – The Old Town Scottsdale Character Area Plan.

STAFF PROVIDED INFORMATION TO THE COMMISSION REGARDING THE DOWNTOWN PLAN UPDATE.

6. 4-HP-2010#2 (Villa Monterey Units 1-7 Historic District Historic Preservation Plan and Guidelines)

Request by City of Scottsdale Historic Preservation Office and Villa Monterey Units 1-7 Home Owner Associations for review and comments regarding the Villa Monterey Units 1-7 Historic District Historic Preservation Plan and Guidelines on approximately 115 acres in the vicinity of Miller Road and Chaparral Road, from Medlock Drive to Meadowbrook Avenue and from 74th Place to 79th Place, containing 757 homes and 13 common tracts.

STAFF PROVIDED INFORMATION TO THE COMMISSION REGARDING THE VILLA MONTEREY UNITS 1-7 HISTORIC DISTRICT HISTORIC PRESERVATION PLAN AND GUIDELINES. ACTION WILL BE POSTPONED TO A FUTURE HEARING.

Susan Thomas and Amy MaCaulay submitted comment cards with concerns pertaining to continuing case 4-HP-2010#2.

7. HPC Communication Plan

Staff is requesting discussion and possible direction from the Historic Preservation Commission regarding the draft Script #1 – Who We Are.

STAFF PROVIDED INFORMATION TO THE COMMISSION REGARDING THE HPC COMMUNICATION PLAN.

Commissioner comments and announcements. *

- **SCHWEIGER ADDRESSED A MEMBER OF THE BOY SCOUTS OF AMERICA IN ATTENDANCE.**

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MEETING MINUTES 5-31-18

Future Agenda items*

- HRER FUNDING REQUEST
- VILLA MONTEREY UNITS 1-7 HISTORIC DISTRICT HISTORIC PRESERVATION PLAN AND GUIDELINES
- 2019 – 20TH ANNIVERSARY OF HISTORIC PRESERVATION

*Not for discussion

ADJOURNMENT

With no further business to discuss, the regular meeting of the Historic Preservation Commission adjourned at 7:30 PM

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<http://www.scottsdaleaz.gov/boards/HistPres>

WHEN RECORDED RETURN TO:

City of Scottsdale

One Stop Shop/Records

Jesus Murillo

7447 E. Indian School Road, Suite 100

Scottsdale, AZ 85251

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

EXHIBIT "A"

Legal Description

LOT 14, VILLA MONTEREY UNIT 4-B AMENDED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 174 of Maps, Page 03.

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

**7607 East Northland Drive
Scottsdale, Arizona**

1. Construction of a building addition, approximately 327 square feet of building area, in the rear yard.
2. Exterior finish of new addition to be stucco which shall match the townhouse.
3. New windows and door shall match the existing windows and doors of the townhouse.
4. House paint color to be Valspar "Buckskin Pony" 3004-7C.

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)

Case No. 6-HP-2018#2

Parcel No.173-30-397

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the 22 day of July, 2021 by and between Catherine Wagenbach, the Property Owner, who is the occupant of the property described herein (the "Property Owner"), whose principal address is 7607 E Northland Drive, Scottsdale, Arizona 85251 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, and occupant, of that certain property located at 7607 E Northland Drive, 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 June 18, 2018, 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 ten (10) years (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 Lienholder and Additional Insured copy 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 Lienholder and Additional Insured copy 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"

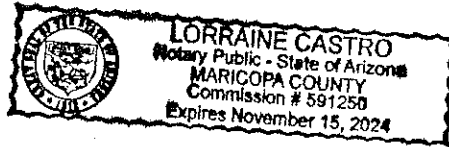
By: Catherine R. Wagonbach

By: _____

STATE OF ARIZONA)

County of Maricopa)

ss.



The foregoing instrument was acknowledged before me this 22 day of July, 2021,

by

Lorraine Castro

Notary Public

My Commission Expires:

11/15/2024

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)

EXHIBIT "A"

Legal Description
7607 East Northland Drive
Scottsdale, AZ 85251

LOT 14, VILLA MONTEREY UNIT 4-B AMENDED, according to the plat of
record in the office of the County Recorder of Maricopa County, Arizona,
recorded in Book 174 of Maps, Page 03.

[Skip to main content](#)

Check Details

Check Number

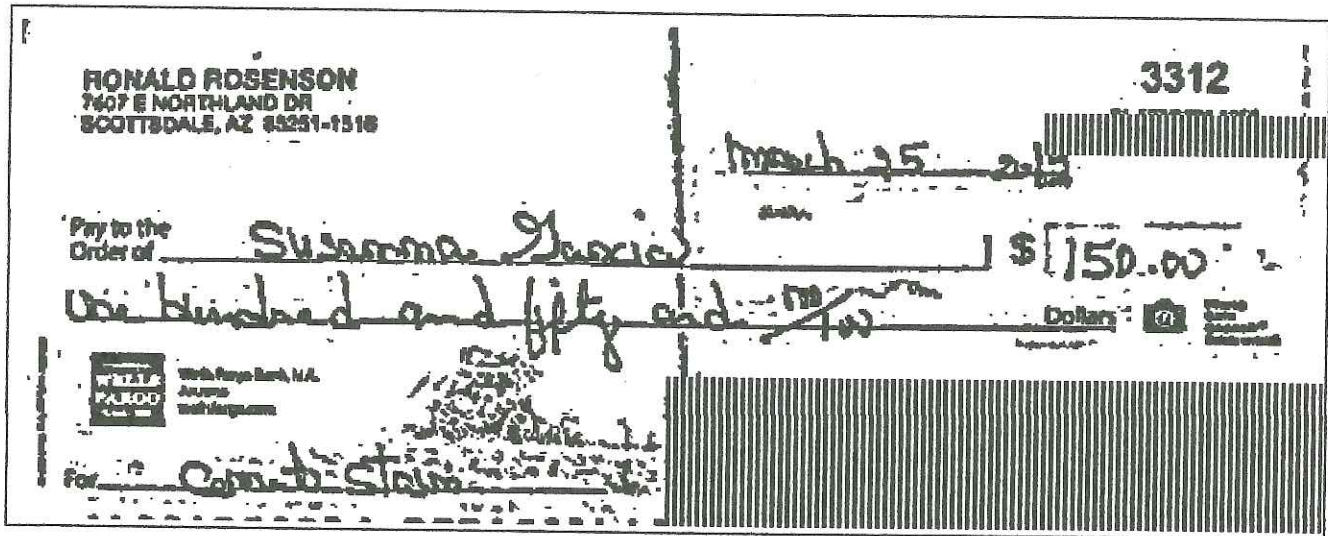
3312

Date Posted

03/29/19

Check Amount

\$150.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

CEMENT 150.00
1700.00
1250.00
1300.00
FRAMING 1500.00
2500.00
1800.00
2000.00

12,200.00

HOME DEPOT
MATERIALS 751.74
154.77
10.84
242.61
16.07
~~50.00~~

1869.94

2985.77

[Skip to main content](#)

Check Details

Check Number 3078
Date Posted 11/30/18
Check Amount \$1,700.00

RONALD ROSENSON
7907 E NORTHLAND DR
SCOTTSDALE, AZ 85251-1518

3078

NOV 30 2018

Pay to the Order of Samuel Vasquez \$ 1,700.00


One Thousand seven hundred and no/100 — Dollars

WELLS FARGO
Wells Fargo Bank N.A.
Arizona
wellsfargo.com

For cash

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.




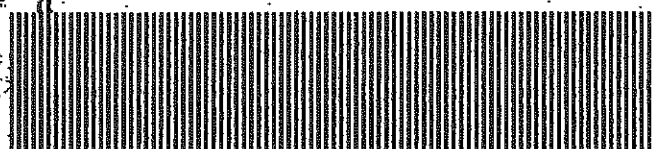
You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

[Skip to main content](#)


Check Details

Check Number 3081
Date Posted 12/03/18
Check Amount \$1,250.00

RONALD ROSENSON 7607 E NORTHLAND DR SCOTTSDALE, AZ 85251-1516		3081	
		NOV 30 2018	
Pay to the Order of	TOT Ready Mix	\$ 1,250.00	
One thousand two hundred fifty and 00/100		Dollars	
 Wells Fargo Bank, N.A. Arizona wellsfargo.com			
For	Cinco		

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

[Skip to main content](#)

Check Details

Check Number 3102
Date Posted 03/12/19
Check Amount \$1,300.00

RONALD ROSENSON 7607 E NORTHLAND DR SCOTTSDALE, AZ 85251-1516		3102
March 9 2019		Date
Pay to the Order of	<u>Susanna Garcia</u>	\$ <u>1,300.00</u>
<u>one thousand and three hundred and 00/100</u>		Dollars
WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com		Photo Safe Deposit Box
For <u>Carmelo / Dina</u>		

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

[Skip to main content](#)


Check Details

Check Number	3125
Date Posted	04/03/19
Check Amount	\$1,500.00

RONALD ROSENSON 7607 E NORTHLAND DR SCOTTSDALE, AZ 85251-5118		3125	
Pay to the Order of <u>Evelyn Arneson</u>		<u>March 26</u> 2019	
<u>Three hundred and no/100</u>		\$ 1500.00	
WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com		Dollars	
For <u>Evelyn Arneson</u>			

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

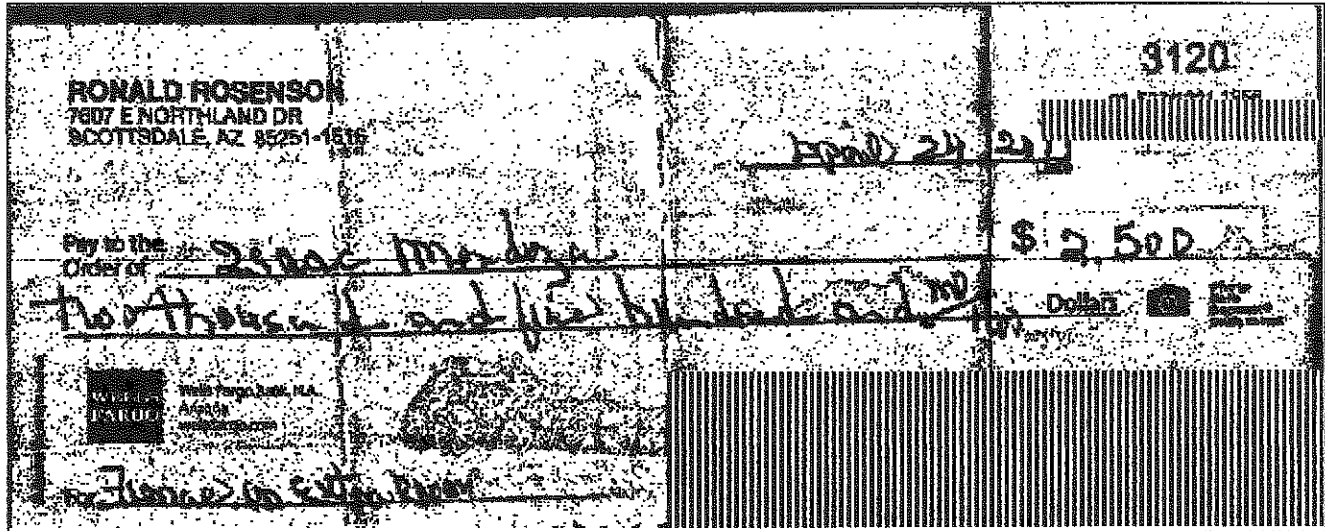
You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender


[Skip to main content](#)

Check Details

Check Number	3120
Date Posted	03/26/19
Check Amount	\$2,500.00




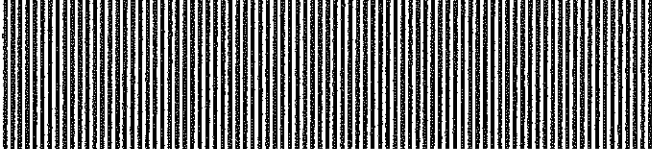
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

[Skip to main content](#)


Check Details

Check Number 3091
Date Posted 12/13/18
Check Amount \$1,800.00

RONALD ROSENSON 7807 E NORTHLAND DR SCOTTSDALE, AZ 85251-1518		3091	
		<u>Dec 11 2018</u> <small>DATE</small>	
Pay to the Order of	<u>Fabrice Gougeon</u>	\$ <u>1,800</u>	
<u>One thousand and eight hundred ¹⁰⁰/₁₀₀ —</u>		Dollars	<small>Printed Safe Deposit Box</small>
<small>Available in branches</small>	 Wells Fargo Bank, N.A. Arizona wellsfargo.com		
For <u>Helen Young</u>			

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

[Skip to main content](#)

Check Details

Check Number 3090
Date Posted 12/12/18
Check Amount \$2,000.00

RONALD ROSENSON
7807 E NORTHLAND DR
SCOTTSDALE, AZ 85261-1518

3090

Dec 11 2018

Pay to the Order of Emilio Gaxiola \$ 2000.00

Two thousand and 00/100 Dollars


WELLS FARGO
Wells Fargo Bank, N.A.
Authentic
wellsfargo.com

For Helena Erazo

Photo
Bank
Signature
Dollar amount

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-800-677-0232

Account Number: 6035 3208 8014 2011

Summary of Account Activity

Previous Balance	\$1,503.13
Payments	-\$1,503.13
Other Credits	-\$222.27
Purchases	+\$4,082.31
Fees Charged	+\$0.00
Interest Charged	+\$2.03
New Balance	\$3,862.07
Past Due Amount	\$0.00

Credit Limit	\$7,500.00
Available Credit	\$3,637.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	03/06/2019
Next Statement Closing Date	04/05/2019
Days in Billing Cycle	31

Payment Information

New Balance	\$3,862.07
Minimum Payment Due	\$41.00
Payment Due Date	April 2, 2019

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	18 years	\$12,164
\$159	3 years	\$5,721 (Savings=\$6,443)

If you would like information about credit counseling services, call 1-877-337-8187.

Your Minimum Payment Due is \$41.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$41.00 by 04/02/19. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You must pay your promotional balance of \$376.55 in full by 08/02/19 to avoid paying deferred interest charges.

You must pay your promotional balance of \$751.74 in full by 09/02/19 to avoid paying deferred interest charges.

You must pay your promotional balance of \$461.77 in full by 09/02/19 to avoid paying deferred interest charges.

You must pay your promotional balance of \$713.83 in full by 09/02/19 to avoid paying deferred interest charges.

You must pay your promotional balance of \$401.64 in full by 09/02/19 to avoid paying deferred interest charges.

You must pay your promotional balance of \$310.87 in full by 09/02/19 to avoid paying deferred interest charges.

You must pay your promotional balance of \$348.63 in full by 09/04/19 to avoid paying deferred interest charges.



New items are officially here for spring at THDGear.com!

From new apparel and hats to fun outdoor games and accessories, be sure to check out the latest THDGear products to help you get ready for spring.

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 6

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.



P.O. Box 790393
St. Louis, MO 63179

Your Account Number is 6035 3208 8014 2011



Save money and time by doing projects yourself.
The Home Depot® offers free Do-It-Yourself, Do-It-HerselfSM, and Kids Workshops.
Register at homedepot.com/workshops.

Payment Due Date	April 2, 2019
New Balance	\$3,862.07
Past Due Amount	\$0.00
Minimum Payment Due	\$41.00

Amount Enclosed: \$

Please print address changes on the reverse side.
Make Checks Payable to ▼

Statement Enclosed

RK01026527 1 AV 0.383 NF231644 TMN 017059 4430



RONALD ROSENSON
7607 E NORTHLAND DR
SCOTTSDALE, AZ 85251-1516

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011



03026 0004100 0386207 0140313 06035320880142011 0213

20190101

02206787
LOB 203 ML 3775



Account: **** * 2011

You must pay your promotional balance of \$495.01 in full by 09/05/19 to avoid paying deferred interest charges.

For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of page 1 within the timeframe disclosed to you on the phone.

Please update your phone number, including cell phone number on the back of the payment coupon.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

TRANSACTIONS

Trans Date	Description	Amount
02/03	THE HOME DEPOT SCOTTDALE AZ BUILDING MATERIALS HARDWARE LUMBER PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/02/2019. Monthly payments required.	\$ 751.74
02/04	THE HOME DEPOT GLENDALE AZ HARDWARE PAINT BUILDING MATERIALS	\$ 92.32-
02/04	THE HOME DEPOT GLENDALE AZ BUILDING MATERIALS HARDWARE PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/02/2019. Monthly payments required.	\$ 461.77
02/07	EFT PAYMENT, THANK YOU	\$ 100.00-
02/08	THE HOME DEPOT GLENDALE AZ BUILDING MATERIALS	\$ 143.54
02/12	THE HOME DEPOT GLENDALE AZ BUILDING MATERIALS	\$ 20.79
02/12	THE HOME DEPOT GLENDALE AZ FLOORING PLUMBING BUILDING MATERIALS PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/02/2019. Monthly payments required.	\$ 713.83
02/15	THE HOME DEPOT PHOENIX AZ PLUMBING FLOORING PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/02/2019. Monthly payments required.	\$ 401.64
02/16	THE HOME DEPOT PHOENIX AZ FLOORING MILLWORK PLUMBING	\$ 279.72
02/21	THE HOME DEPOT PHOENIX AZ FLOORING PAINT SEASONAL/GARDEN PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/02/2019. Monthly payments required.	\$ 310.87
02/23	EFT PAYMENT, THANK YOU	\$ 1,403.13-
02/23	THE HOME DEPOT GLENDALE AZ HARDWARE LUMBER	\$ 154.77
02/25	THE HOME DEPOT GLENDALE AZ HARDWARE	\$ 129.95-
03/02	THE HOME DEPOT GLENDALE AZ MILLWORK ELECTRICAL AND LIGHTING PLUMBING BUILDING MATERIALS PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/04/2019. Monthly payments required.	\$ 348.63
03/03	THE HOME DEPOT GLENDALE AZ KITCHEN AND BATH ELECTRICAL AND LIGHTING PAINT HARDWARE PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 09/05/2019. Monthly payments required.	\$ 495.01

FEES

TOTAL FEES FOR THIS PERIOD	\$ 0.00
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INTEREST CHARGED

03/06	INTEREST CHARGE ON PURCHASES	\$ 2.03
	TOTAL INTEREST FOR THIS PERIOD	\$ 2.03

2019 Totals Year-to-Date

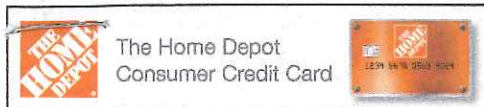
Total Fees Charged in 2019	\$27.00
Total Interest Charged in 2019	\$6.37

ACTIVITY AND PROMOTIONS DETAIL

PURCHASES	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
Revolving Balance	-	-	\$324.35	\$923.17-	\$598.82	\$2.03	\$2.03	-	-	-
NO INT FOR 6MOS-PMT REQ	\$1,809.94	12/04/18	\$375.93	\$375.93-	-	-	-	-	-	07/02/19

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-800-677-0232

Account Number: 6035 3208 8014 2011

Summary of Account Activity

Previous Balance	\$1,180.78
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$293.01
Fees Charged	+\$25.00
Interest Charged	+\$4.34
New Balance	\$1,503.13
Past Due Amount	\$25.00

Credit Limit	\$7,500.00
Available Credit	\$5,245.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	02/03/2019
Next Statement Closing Date	03/06/2019
Days in Billing Cycle	28

Payment Information

New Balance	\$1,503.13
Minimum Payment Due	\$70.00
Payment Due Date	March 2, 2019

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 years	\$3,856
\$63	3 years	\$2,253 (Savings=\$1,603)

If you would like information about credit counseling services, call 1-877-337-8188.

Your Minimum Payment Due is \$70.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$324.35 by 03/02/19. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You must pay your promotional balance of **\$375.93** in full by **07/02/19** to avoid paying deferred interest charges.

You must pay your promotional balance of **\$802.85** in full by **08/02/19** to avoid paying deferred interest charges.

Please see the enclosed **deferred interest promotional offer update** for important information.

For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of page 1 within the timeframe disclosed to you on the phone.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Your account is past due

This is a courtesy reminder that we did not receive payment for last month. We're here for you and would like to help you bring your account current.

» For assistance call us today at 1-866-518-7157. For the hearing impaired, call our TDD line at 1-800-995-9305.

Hours of operation: Monday-Thursday: 6:30 a.m. to 11:00 p.m. CT • Friday: 6:30 a.m. to 9:00 p.m. CT • Saturday and Sunday: 8:00 a.m. to 5:00 p.m. CT

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 6

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



P.O. Box 790393
St. Louis, MO 63179

Statement Enclosed

Your Account Number is 6035 3208 8014 2011



GREAT POWER AND PERFORMANCE

Proven to last as long as leading national brands
Only at The Home Depot®



Payment Due Date	March 2, 2019
New Balance	\$1,503.13
Past Due Amount†	\$25.00
Minimum Payment Due	\$70.00

Amount Enclosed: \$

†Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.
Make Checks Payable to ▼

MR01095190 1 AB 0.408 TF228802 TMN 003984 4839



RONALD ROSENSON
7607 E NORTHLAND DR
SCOTTSDALE, AZ 85251-1516

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011



03000 0007000 0150313 0182867 06035320880142011 0214

Please update your phone number, including cell phone number on the back of the payment coupon.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

Deferred Interest Promotional Offer Update

From time to time, you may be offered special limited time only deferred interest promotional offers.

Deferred interest promotional offers include the following types of offers:

- No Interest if paid in full within 6 months
- No Interest if paid in full within 12 months
- No Interest if paid in full within 18 months
- No Interest if paid in full within 24 months

If the balance is not paid in full by the end of the promotional period, interest charges will be imposed from the purchase date at the purchase rate on your account which is 25.99% APR.

These offers are not available all the time and may be limited to specific merchandise and/or have minimum payment and purchase requirements as disclosed in the offer.

Your card agreement, the terms of the offer and applicable law govern these transactions including increasing APRs and fees and termination of the promotional period.

If you have any questions, please contact us at 1-866-533-2468. For TDD/TTY assistance, please call 1-888-944-2227.

TRANSACTIONS

Trans Date	Description	Amount
01/10	THE HOME DEPOT PHOENIX AZ PLUMBING SEASONAL/GARDEN	\$ 44.33
01/12	THE HOME DEPOT GLENDALE AZ PAINT MILLWORK	\$ 19.22
01/14	THE HOME DEPOT PHOENIX AZ MILLWORK PAINT PLUMBING	\$ 193.94
01/19	THE HOME DEPOT SCOTTSDALE AZ HARDWARE LUMBER SEASONAL/GARDEN	\$ 10.64
01/29	THE HOME DEPOT GLENDALE AZ LUMBER PLUMBING	\$ 14.48
01/29	THE HOME DEPOT GLENDALE AZ SEASONAL/GARDEN	\$ 10.40

FEES

02/02	LATE FEE	\$ 25.00
	TOTAL FEES FOR THIS PERIOD	\$ 25.00

INTEREST CHARGED

02/03	INTEREST CHARGE ON PURCHASES	\$ 4.34
	TOTAL INTEREST FOR THIS PERIOD	\$ 4.34

2019 Totals Year-to-Date

Total Fees Charged in 2019	\$27.00
Total Interest Charged in 2019	\$4.34

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
Revolving Balance	-	-	\$2.00	-	\$318.01	\$4.34	\$324.35	-	-	-
NO INT FOR 6MOS-PMT REQ	\$1,809.94	12/04/18	\$375.93	-	-	-	\$375.93	-	\$32.86	07/02/19
NO INT FOR 6MOS-PMT REQ	\$802.85	01/05/19	\$802.85	-	-	-	\$802.85	-	\$17.32	08/02/19
TOTAL			\$1,180.78	\$0.00	\$318.01	\$4.34	\$1,503.13	\$0.00	\$50.18	



Account: **** * 2011

For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of page 1 within the timeframe disclosed to you on the phone.

Please update your phone number, including cell phone number on the back of the payment coupon.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

TRANSACTIONS

Trans Date	Description	Amount
12/07	THE HOME DEPOT GLENDALE AZ HARDWARE BUILDING MATERIALS	\$ 46.08
12/07	THE HOME DEPOT GLENDALE AZ HARDWARE BUILDING MATERIALS PAINT	\$ 116.70
12/09	THE HOME DEPOT SCOTTDALE AZ LUMBER HARDWARE BUILDING MATERIALS PLUMBING	\$ 242.61
12/13	THE HOME DEPOT GLENDALE AZ LUMBER	\$ 16.07
12/13	THE HOME DEPOT SCOTTDALE AZ BUILDING MATERIALS LUMBER	\$ 55.53
12/19	EFT PAYMENT, THANK YOU	\$ 1,828.67
01/05	THE HOME DEPOT GLENDALE AZ PLUMBING HARDWARE LUMBER PAINT	\$ 802.85
PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 08/02/2019. Monthly payments required.		

FEES

01/06	MINIMUM INTEREST CHARGE	\$ 2.00
	TOTAL FEES FOR THIS PERIOD	\$ 2.00

INTEREST CHARGED

	TOTAL INTEREST FOR THIS PERIOD	\$ 0.00
--	--------------------------------	---------

2019 Totals Year-to-Date

Total Fees Charged in 2019	\$2.00
Total Interest Charged in 2019	\$0.00

ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
Revolving Balance	-	\$28.73	\$450.19-	\$423.46	-	\$2.00	-	-	-
NO INT FOR 6MOS-PMT REQ	\$1,809.94	12/04/18	\$1,809.94	\$1,434.01-	-	\$375.93	-	\$24.80	07/02/19
NO INT FOR 6MOS-PMT REQ	\$802.85	01/05/19	-	\$802.85	-	\$802.85	-	\$1.14	08/02/19
TOTAL		\$1,838.67	\$1,884.20-	\$1,226.31	\$0.00	\$1,180.78	\$0.00	\$25.94	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	25.99% (M)	\$11.31	\$0.00
NO INT FOR 6MOS-PMT REQ	25.99% (M)	-	-
NO INT FOR 6MOS-PMT REQ	25.99% (M)	-	-

Account: **** * 2011

TRANSACTIONS

Trans Date	Description	Amount
12/04	THE HOME DEPOT GLENDALE AZ LUMBER HARDWARE BUILDING MATERIALS PROMOTIONAL PURCHASE: To avoid interest charges, please pay the above in full by 07/02/2019. Monthly payments required.	\$ 1,809.94
2/06	EFT PAYMENT, THANK YOU	\$ 168.46-

FEES

12/02	LATE FEE	\$ 25.00
	TOTAL FEES FOR THIS PERIOD	\$ 25.00

INTEREST CHARGED

12/06	INTEREST CHARGE ON PURCHASES	\$ 3.73
	TOTAL INTEREST FOR THIS PERIOD	\$ 3.73

2018 Totals Year-to-Date

Total Fees Charged in 2018	\$79.00
Total Interest Charged in 2018	\$8.69

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
Revolving Balance	-	-	\$168.46	\$168.46-	\$25.00	\$3.73	\$28.73	-	-	-
NO INT FOR 6MOS-PMT REQ	\$1,809.94	12/04/18	-	-	\$1,809.94	-	\$1,809.94	-	\$3.86	07/02/19
TOTAL			\$168.46	\$168.46-	\$1,834.94	\$3.73	\$1,838.67	\$0.00	\$3.86	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	25.99% (M)	\$168.86	\$3.73
NO INT FOR 6MOS-PMT REQ	25.99% (M)	-	-

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Choose from 23 collection styles,
24 cushion colors in 3 outdoor fabrics

- ✓ **EXCLUSIVE** CushionGuard® weather-resistant fabric repels water and stains
- ✓ Classic, farmhouse, and traditional styles for all space sizes
- ✓ Create a place to entertain and relax outdoors

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at homedepot.com/cyoc

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► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Catherine R Wagenbach

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

7607 E Northland Dr

6 City, state, and ZIP code

Scottsdale, AZ 85251

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

7447 E Indian School Rd

Suite 130

Scottsdale, AZ 85251

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

Catherine R. Wagenbach

Date ► June 11 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See [Article 18](#) Backup Withholding, later.