

Exterior Building Color & Material Samples

Color Drawdowns

Archaeological Resources

Airport Vicinity Development Checklist

Parking Study

Trip Generation Comparison

Parking Master Plan



CERTIFICATE OF APPROPRIATENESS

8-HP-2016

McDonnell Window Replacement

APPLICATION INFORMATION

LOCATION: 6713 E Holly St	APPLICANT: Wayne & Margot McDonnell
PARCEL: 129-31-042	COMPANY: Wayne McDonnell
Q.S.: 13-43	ADDRESS: 6713 E Holly St Scottsdale, AZ 85257
CODE VIOLATION #:	PHONE: 602-463-4048

Request: Request approval of a Certificate of Appropriateness - Historic Preservation and Historic Residential Exterior Rehabilitation (HRER) funding to replace existing windows with new energy efficient windows.

Certificate of Appropriateness Criteria:

In accordance with the Section 6.122.G. of the Zoning Ordinance, the Historic Preservation Commission:

- Finds that the proposed work is consistent with the Historic Preservation Plan for the resource.

STIPULATIONS

1. For windows located on the primary façade of the home, the muntins shall be on the exterior of the glass, or true or simulated through-the-glass muntins.
2. For windows located on the primary façade of the home, the windows shall be casement windows.

CONSTRUCTION DOCUMENT PLAN REVIEW SUBMITTAL REQUIREMENTS

Submit one copy of this approval letter, and a completed Owner/Builder form if applicable, to the One-Stop-Shop with a permit application to obtain a Minimum Building permit.

Expiration of this Certificate of No Effect Determination

This approval expires two (2) years from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

SIGNATURE:

DATE:

6/7/16

Steve Venker, 480-312-2831

Planning and Development Services

7447 E Indian School Road Suite 105, Scottsdale, AZ 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov

City of Scottsdale
Historic Residential Exterior Rehabilitation (HRER) Program
Windows Policy

Introduction:

The City of Scottsdale Historic Preservation Commission (SHPC) developed the Historic Residential Exterior Rehabilitation (HRER) program to assist homeowners with maintaining the special historic character of homes located in city-designated historic districts. Under this program, many homeowners seek funding for repairs or replacements that improve the functionality and energy efficiency of an historic window. Many historic windows were built to high quality standards. Before replacing historic windows please consider changing just the damaged panes and/or repairing damaged muntins or frames with putty or other appropriate compounds. It may be necessary to remove peeling paint to determine the condition of a historic window. Since many historic buildings were painted with lead-based paint, it is very important that any removal of lead-based paint be done by a professional familiar with worker safety, environmental controls, and proper disposal methods. There are also a number of ways to improve the thermal performance of historic windows. Some passive improvement options include interior blinds, exterior awnings, or shade trees. Other options may include installing window films, replacing historic single-pane glass with double- or triple-pane glass, or adding interior storm windows.

Steel frame windows can be made more energy efficient and repairing them is often more economical than wholesale replacement. Before replacing steel windows clean them to determine their condition. If they are structurally sound, then a number of repair options are available. These include realigning bent metal, adjusting the frame with shims, sandblasting away corrosion, filling holes with patching material, replacing any missing parts (screws, handles, fasteners, etc.), and/or reapplying paint with anticorrosive primer. Skilled contractors should be used if it is determined that repairs need to be completed in a workshop. Once repaired, routine maintenance will extend the window's longevity. Although steel frame windows are typically not energy efficient, there are a number of ways that they could be made more so. These include caulking around the frames, weather-stripping, and/or replacing historic single-pane glass with double- or triple-pane glass, or adding interior storm windows.

Resources:

- National Park Service Preservation Brief No. 13 Steel Windows
- National Park Service Tech Notes No. 19 Windows
- City of Phoenix Historic Preservation Office Steel Casement Window Repairs
- National Park Service Preservation Brief No. 37 Lead-Paint Hazards

If repairs are insufficient and windows need to be replaced, the HRER program can help. In choosing to replace windows, a homeowner can profoundly affect the appearance of a building. With these factors in mind the SHPC carefully considered standards for appearance, durability, and energy efficiency to guide applicants. These criteria represent a higher standard than is required for those applying for a Certificate of No Effect or Certificate of Appropriateness where the City is not funding the work.

In order to be considered for funding, window replacements must meet the "required" criteria in each of the three categories below. To have the best chance of securing HRER funding, the SHPC suggests that applicants meet as many of the "desired" criterion as possible. Additional information regarding an application for HRER funding is available online at <http://www.scottsdaleaz.gov/historiczoning/rehabilitation/>, or residents may call the Scottsdale Historic Preservation Office during regular business hours at (480) 312-2831.

Historic Residential Exterior Rehabilitation Program Windows Policy

Window Repair:

Appearance:

Required

- Tightly and squarely fit the replacement window to the original opening with little or no shimming.
- Maintain the original window proportions, including the depth and profile of the frame and structural elements. The width of the frame should match the original window.
- Operable portions of the windows shall match the original operation, i.e. repair handles, crank mechanisms, and latches for casement windows.
- Match the original window muntin (grid) pattern in placement. The muntin (or grille) should measure approximately an inch or less in width.

Durability:

Required

- Certification by the American Architectural Manufacturers Association (AAMA).
- Guaranteed for parts for at least 10 (ten) years.

Desired:

- The warranty is transferable to subsequent owners.
- The warranty extends beyond the 10 (ten) year minimum and includes labor.
- The company rehabilitating the windows is a recognized repairer who has been in business at least 10 (ten) years.

Energy Efficiency:

Required

- Meet or exceed the Environmental Protection Agency's (EPA) Energy Star Rating for the South-Central zone of the US.
- Certification by the National Fenestration Rating Council (NFRC).

Window Replacement:

Appearance:

Required

- Tightly and squarely fit the replacement window to the original opening with little or no shimming.
- Approximate the original window proportions, including the depth and profile of the frame and structural elements as closely as possible. The width of the frame should be proportional to the original window.
- Match the original window muntin (grid) pattern in placement. The muntin (or grille) should measure approximately an inch or less in width.
- For all primary façade windows, replacement windows must match the existing muntin structure.

Desired

- For windows not on the primary façade of the home, mold the muntins onto the exterior of the glass, and if possible select either true or simulated through-the-glass muntins.
- Replace original windows with those of like operation, i.e. replace casement windows with casement windows.

Durability:

Required

- Certification by the American Architectural Manufacturers Association (AAMA).
- Guaranteed for parts for at least 10 (ten) years. Vinyl products should be specifically guaranteed against cracking, splitting, corroding, and warping.

Desired

- The warranty is transferable to subsequent owners.
- The warranty extends beyond the 10 (ten) year minimum and includes labor.
- The company providing the windows is a recognized manufacturer who has been in business at least 10 (ten) years.

Energy Efficiency:

Required

- Meet or exceed the Environmental Protection Agency's (EPA) Energy Star Rating for the South-Central zone of the US.
- Certification by the National Fenestration Rating Council (NFRC).

**Scottsdale HRER Window Policy
Contractors, Manufacturers, and Venders**

The following contractors, manufacturers, and vendors offer services and products that meet the required and desired HRER Window Policy criteria. The following list is not comprehensive and individuals are free to seek other products that meet the policy or choose any vendor. Please be aware that manufactures often change, add, or remove product lines and it is the responsibility of the homeowner to ensure that the product meets the HRER Window Policy guidelines. Listing on this document does not constitute an endorsement of the individual item or any entity that may repair, sell, or install windows.

Window Repairs

Company	Repair Types	Address	Phone	Email/contact
Brothers Glass & Glazing	Steel Casement Window Repair	2104 E. Freeport Ln., Gilbert, AZ 85234	480-626-5281	dstepp@brothersglassllc.com
Casement Window Restorations LLC	Steel Casement Window Repair	502 W. Virginia Ave., Phoenix, AZ 85003	602-279-5797	cwrlc@cox.net
G & G Specialty Contractors	Steel Casement Window Repair	4633 S. 36th St., Phoenix, AZ 85040	480-921-4079	Scottg@ggspecialty.com
Tradeworks International	Steel Casement Window Repair	1038 N. Cactus St., Cottonwood, AZ 86326	928-300-8148	tim@tradeworksaz.com
Custom Historic Woodworks	Wood Window Repair	1236 W. 10th Pl., TEMPE, AZ 85281	480-203-7588	phoenixwoodworkers@yahoo.com
Krants Door & Windows	Wood Window Repair	2944 W. Northern Ave., Phoenix, AZ 85051	602-622-1813	krantsdoorandwindow@gmail.com
Stanton Advantage	Wood Window Repair	1122 W. Lynwood St., Phoenix, AZ 85007	602-462-5359	dstanton@basewest.com
Bjerre Glass Design	Leaded/Stained Glass Repair	10422 W Encanto Boulevard, Avondale, AZ 85392-4602	623-979-3766	
Amerizona Products	Window Film	420 N 15th Ave, Phoenix, AZ 85007	602-277-8468	http://amerizonaproducts.com/contact/
Intellifilm	Window Film	5948 W. Chandler Blvd., Chandler, AZ 85226		

Replacement Window Providers

Manufacturer	Window Type	Model	Vendor	Address	Phone	Email/contact
Hope's Steel & Bronze Windows		steel casement windows	Duane Tuhy (Sales Rep) Southern Architectural Sales	18015 W. Royal Palm Rd., Waddell, AZ 85355	623-535-4070	hopeswindows.com
Continental Steel West	Continental Steel	steel casement windows		3101 E 46th St., Tucson, AZ 85713	520-792-0151	
A & S Window Associates	A & S Windows	steel casement windows			718-275-7900	www.aswindowassociates.com
Pella Windows	Simulated And True Divided Lite	Architect Series (wood)	Lowes	7950 E. McDowell Rd., Scottsdale, AZ 85257	480-874-8120	lowes.com
		fiberglass and vinyl	Arcadia Window and Door	6425 E. Thomas Rd., Scottsdale, AZ 85251	480-656-4600	arcadiawd.com
			Pankow Construction	3620 E. Campbell Ave., Phoenix, AZ 85018	602-595-0799	pankowconstruction.com
			Pella Window and Door Showroom of Scottsdale	15507 N. Scottsdale Rd., Ste. 120, Scottsdale, AZ, 85254	480-998-8023	pella.com
Jeld-Wen	Simulated Divided Lite (SDL) and Grille Between Glass (GBG)	Auralast wood and vinyl	Lowes	7950 E. McDowell Rd., Scottsdale, AZ, 85257	480-874-8120	lowes.com
			Home Depot	9170 E. Indian Bend Rd., Scottsdale, AZ 85250	480-951-8211	homedepot.com
Kolbe Windows & Doors	Performance Divided Lites (PDI) & True Divided Lites	Heritage Series wood windows	Sienna Custom Window & Door	7329 E. Greenway Rd. Ste. A, Scottsdale, AZ 85260	480-991-5252	siennacustom.com
		vinyl	Roadrunner Glass Co.	3033 W. Thomas Rd., Phoenix, AZ 85017	602-269-2543	roadrunnerglassco.com
			Fenestra Window and Door	2622 N. Ogden Road, Mesa, AZ	480-836-1308	fenestrawindows.com

				85215		
Simonton Windows & Doors	Colonial and Diamond Divided Lites	wood, bronze, vinyl	Home Depot	9170 E. Indian Bend Rd., Scottsdale, AZ 85250	480-951-8211	homedepot.com
Milgard Windows	Essence (wood), Ultra (Fiberglass), Tuscany (vinyl), Montecito (vinyl)	wood, fiberglass, vinyl	Freelite, Inc.	331 W. McDowell Rd., Phoenix, AZ, 85003	602-223-1981	FreeliteAZ.com
			Illumination Window and Door Company	9332 N. 95th Way Ste. B-102 Scottsdale, AZ 85258	480-588-4718	illuminationco.com
Cascade Windows		vinyl	K & J Windows	2031 W. Glendale Ave., Phoenix, AZ 85021	602-942-0954	kjwindows.com

Dealers' Choice™

4250 Titan Aluminum Windows Features and Benefits



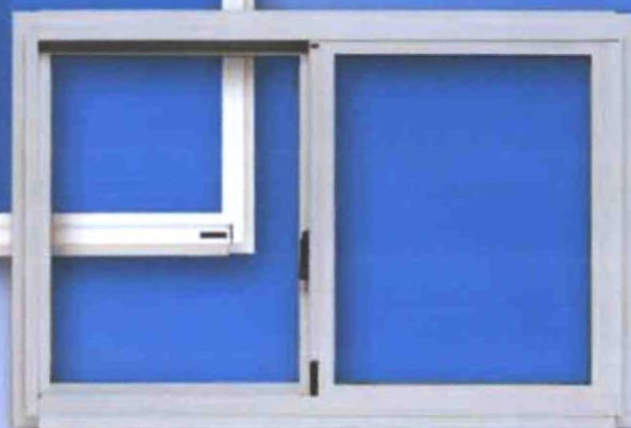
4250 Series Single Hung
(interior)



4250 XO Series Horizontal Slider
(exterior)

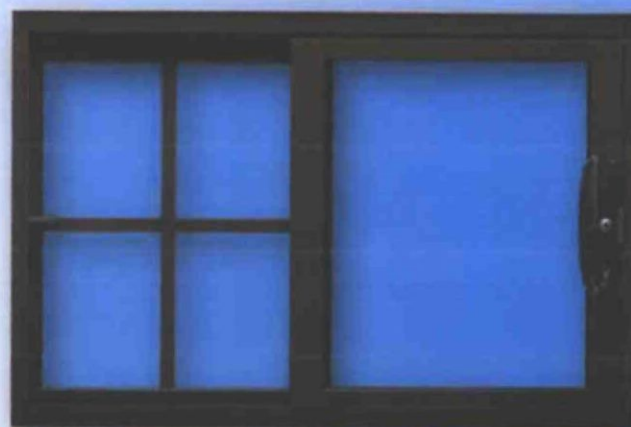


4250 XO Series
Horizontal Slider (interior)



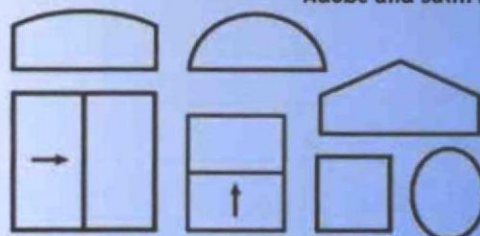
Cam Lock

Luxor Sliding Glass Door (interior)



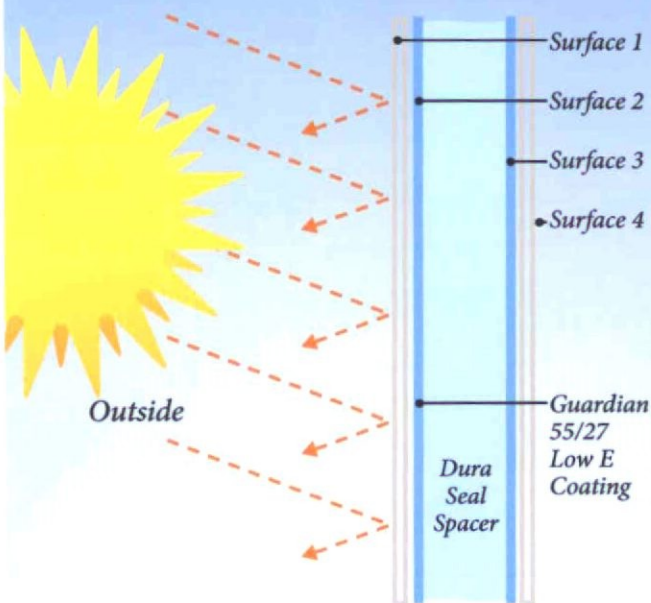
- 2¼" Frame depth
- 1⅜" Nail fin setbacks
- Gasket seals at sill
- Integral limit latch
- Lifetime warranty
- Easy screen removal and installation
- Extruded Aluminum Glazing Bead (Won't shrink, crack or discolor)
- Tubular sill construction — XO Series (Added strength and rigidity) (Improved sealing characteristics)
- Adjustable dual one-piece brass rollers
- AAMA/NFRC tested and certified.
- ¾" over all "Duraseal" insulated glass units.
- Warm edge technology for enhanced thermal performance

Frame Colors Available in White, Bronze,
Adobe and Satin Finish

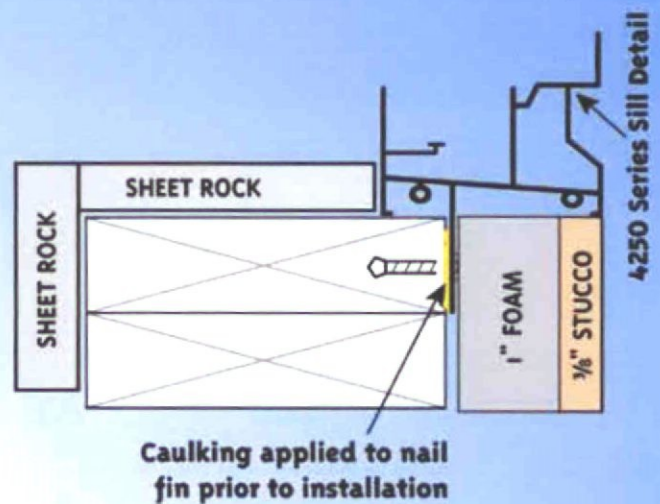




Guardian 55/27 Low E Coating



4250 Series Nail On Window Installation



U value and Solar Heat Gain Coefficient Range

	U Value	SHGC
Aluminum frames with Low E Glass (Duraseal spacer)	.50 to .52	.25 to .26
Aluminum frames with clear glass (Duraseal spacer)	.65 to .66	.66 to .69

**All Titan Windows Are
Commercially-Rated
LC-25 or Better**

4250 Series Dimensions

Net sizes on all Titan Series products are $\frac{3}{4}$ " under call-out size. This formula holds true for fixed, stacked, mulled, sliders and single hungs. Net sizes on Luxor doors are $\frac{1}{2}$ " under call-out on width and $\frac{1}{4}$ " under call-out on height.



QUOTE: 865

QUOTE DETAIL

Project Number: 865

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Phone:

Fax:

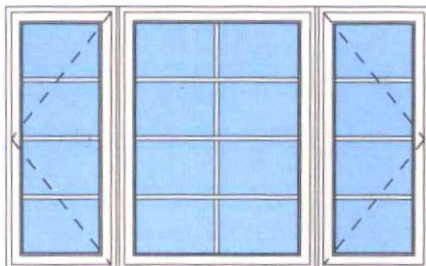
CQ Prj #: 865 Sold To: 2 EXTERIOR REMODELERS OF AMERICA INC. 2432 W. PEORIA AVE SUITE 1186 PHOENIX, AZ 85029 Phone: 602 678-3737	System #: 0 Dealer Prj #: 865 Customer ID: 3034772	Order Date: 6/1/2016 Ship To: 2 EXTERIOR REMODELERS OF AMERICA INC. 2432 W. PEORIA AVE SUITE 1186 PHOENIX, AZ 85029 Phone: 602 678-3737	Valid Date: 7/1/2016 Fax: 602 678-5588
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Delivery Instructions:

Drop Ship:

Weather Shield proposes to furnish products as stated below.
All Units viewed from Exterior.

Item Number: 1
Quantity: 1
Total Jamb To Jamb: 80 X 50
Total Rough Opening: 80 1/2 X 50 1/2



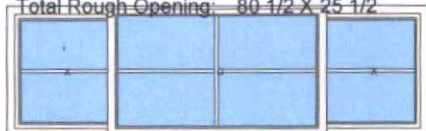
This is in front-Mutton patterns are identical
Muttons are outside the glass.

Visions 2500 Casement Picture Comb. Rectangle Product Configuration-Complete Unit Manufactured Date-7-16-2012 to Present Product ID-924 Product Arrangement-1 Wide Sizing Method-Jb to Jb/Frame Size Flanker Call Out Width-Non Standard Size Flanker Jamb Width-21 Jamb Height-50 Flanker R/O Width-21 1/2 R/O Center Width-37 1/2 R/O Height-50 1/2 Center Glass Width-31 5/8 Center Glass Height-44 9/16 Flanker Glass Width-15 9/16 Flanker Glass Height-44 9/16 Operating Code-Left Operating Code 2-Stationary Operating Code 3-Right	Exterior Paint Finish-Non-Painted Exterior Frame Color-Cameo Frame Nailing Fin-No Frame Nailing Fin Ext Accessory Groove Filler-W/Ext Accessory Groove Filler Overall Jamb Depth-3 1/4 Interior Frame Color-Cameo Int Accessory Groove Filler-W/Int Accessory Groove Filler Glass Type-Zo-E Shield 5 Extreme EasyCare-W/O EasyCare Gas-W/Inert Airspace Gas Glazing Bead Color-White Lite Configuration-SDL W/GBG Interior Bar Width-7/8 Grille/SDL Location-All Sash Center Number Lites Wide-2 Number Lites High-4 Flanker Number Lites Wide-1 Flanker Number Lites High-4 Operator Type-Dual Arm Operator Screen Color-Cameo
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PO: MCDONNELL
JOB NAME: FRONT BED
LOCATION:

Per Unit: Ext. Price:

Item Number: 2
Quantity: 1
Total Jamb To Jamb: 80 X 25
Total Rough Opening: 80 1/2 X 25 1/2



Mutton patterns are identical

Visions 2500 Triple Slider Rectangle Product Configuration-Complete Unit Manufactured Date-7-16-2012 to Present Product ID-9407 Product Arrangement-1 Wide Sizing Method-Jb to Jb/Frame Size Venting Frame Proportion-1/4-1/2-1/4 Jamb Width-80 Jamb Height-25 R/O Width-80 1/2 R/O Height-25 1/2 Center Glass Width-38 1/2 Center Glass Height-22 Glass Width Flanker-17 1/2 Flanker Glass Height-20 3/8 Operating Code-XOX Exterior Paint Finish-Non-Painted	Exterior Frame Color-Cameo Ext Accessory Groove Filler-W/Ext Accessory Groove Filler Overall Jamb Depth-2 Interior Frame Color-Cameo Glass Type-Zo-E Shield 5 Extreme EasyCare-W/O EasyCare Gas-W/Inert Airspace Gas Lite Configuration-Grille Between Glass GBG Bar Width-11/16 GBG Bar Profile-Sculptured Grille Bar Color-Cameo Center Number Lites Wide-2 Flanker Number Lites Wide-1 Lites High-2 Sash Lock-Single Lock Type-Standard Lock Venting Options-No Venting Options Screen-Half Screen Screen Color-Cameo
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Phone:
Fax:

QUOTE DETAIL
Project Number: 865
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PO:
JOB NAME: MCDONNELL
LOCATION: FRONT BED EAST SIDE

Per Unit: Ext. Price:

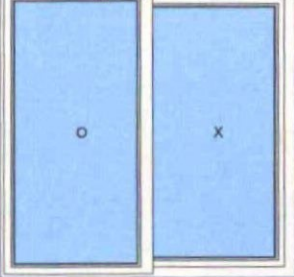
Item Number: 3
Quantity: 1
Total Jamb To Jamb: 39 X 39

Visions 2500
Single Slider
Rectangle

Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Jamb Width-39
Jamb Height-39
R/O Width-39 1/2
R/O Height-39 1/2
Inactive Glass Width-17 1/8
Inactive Glass Height-36
Active Glass Width-17 1/8
Active Glass Height-34 3/8
Operating Code-OX
Exterior Paint Finish-Non-Painted

Exterior Frame Color-Cameo
Frame Nailing Fin-No Frame Nailing Fin
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-3 1/4
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5
EasyCare-W/O EasyCare
Specialty Glass-Obscure
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Rough Opening: 39 1/2 X 39 1/2



VENTING?

PO:
JOB NAME: MCDONNELL
LOCATION: BATH

Per Unit: Ext. Price:

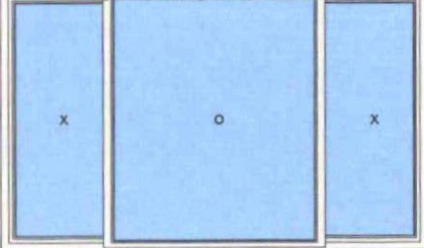
Item Number: 4
Quantity: 1
Total Jamb To Jamb: 80 X 50

Visions 2500
Triple Slider
Rectangle

Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-50
R/O Width-80 1/2
R/O Height-50 1/2
Center Glass Width-38 1/2
Center Glass Height-47
Glass Width Flanker-17 1/2
Flanker Glass Height-45 3/8
Operating Code-XOX

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Rough Opening: 80 1/2 X 50 1/2



PO:
JOB NAME: MCDONNELL
LOCATION: SEWING

Per Unit: Ext. Price:



QUOTE DETAIL

Project Number: 865

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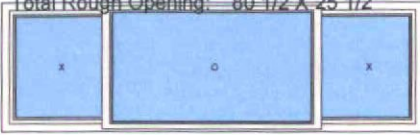
Phone:
Fax:

Item Number: 5
Quantity: 1
Total Jamb To Jamb: 80 X 25

Visions 2500
Triple Slider
Rectangle

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Single
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Rough Opening: 80 1/2 X 25 1/2



Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-25
R/O Width-80 1/2
R/O Height-25 1/2
Center Glass Width-38 1/2
Center Glass Height-22
Glass Width Flanker-17 1/2
Flanker Glass Height-20 3/8
Operating Code-XOX

PO:
JOB NAME: MCDONNELL
LOCATION: DEN

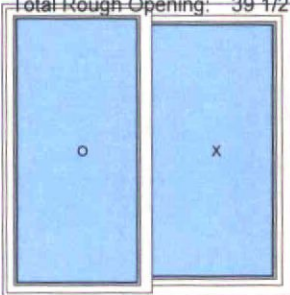
Per Unit: Ext. Price:

Item Number: 6
Quantity: 1
Total Jamb To Jamb: 39 X 39

Visions 2500
Single Slider
Rectangle

Exterior Frame Color-Cameo
Frame Nailing Fin-No Frame Nailing Fin
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-3 1/4
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5
EasyCare-W/O EasyCare
Specialty Glass-Obscure
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Rough Opening: 39 1/2 X 39 1/2



Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Jamb Width-39
Jamb Height-39
R/O Width-39 1/2
R/O Height-39 1/2
Inactive Glass Width-17 1/8
Inactive Glass Height-36
Active Glass Width-17 1/8
Active Glass Height-34 3/8
Operating Code-OX
Exterior Paint Finish-Non-Painted

PO:
JOB NAME: MCDONNELL
LOCATION: BATH

Per Unit: Ext. Price:



QUOTE DETAIL

Project Number: 865

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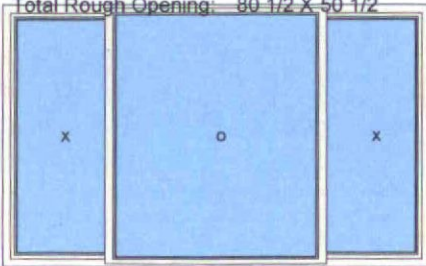
Phone:
Fax:

Item Number: 7
Quantity: 1
Total Jamb To Jamb: 80 X 50

Visions 2500
Triple Slider
Rectangle

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Rough Opening: 80 1/2 X 50 1/2



Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-50
R/O Width-80 1/2
R/O Height-50 1/2
Center Glass Width-38 1/2
Center Glass Height-47
Glass Width Flanker-17 1/2
Flanker Glass Height-45 3/8
Operating Code-XOX

PO:
JOB NAME: MCDONNELL
LOCATION: DINING

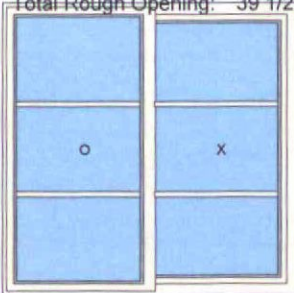
Per Unit: Ext. Price:

Item Number: 8
Quantity: 1

Visions 2500
Single Slider

Frame Nailing Fin-No Frame Nailing Fin
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-3 1/4
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-Grille Between Glass
GBG Bar Width-11/16
GBG Bar Profile-Sculptured
Grille Bar Color-Cameo
Number Lites Wide-1
Number Lites High-3
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Jamb To Jamb: 39 X 39
Total Rough Opening: 39 1/2 X 39 1/2



Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Jamb Width-39
Jamb Height-39
R/O Width-39 1/2
R/O Height-39 1/2
Inactive Glass Width-17 1/8
Inactive Glass Height-36
Active Glass Width-17 1/8
Active Glass Height-34 3/8
Operating Code-OX
Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo

Mutton patterns are identical

PO:
JOB NAME: MCDONNELL
LOCATION: KITCHEN SINK

Per Unit: Ext. Price:



Phone:
Fax:

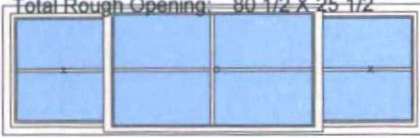
QUOTE DETAIL
Project Number: 865
Printed: 6/1/2016 10:26:01 AM

Item Number: 9
Quantity: 1

Visions 2500
Triple Slider

Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-Grille Between Glass
GBG Bar Width-11/16
GBG Bar Profile-Sculptured
Grille Bar Color-Cameo
Center Number Lites Wide-2
Flanker Number Lites Wide-1
Lites High-2
Sash Lock-Single
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Total Jamb To Jamb: 80 X 25
Total Rough Opening: 80 1/2 X 25 1/2



Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-25
R/O Width-80 1/2
R/O Height-25 1/2
Center Glass Width-38 1/2
Center Glass Height-22
Glass Width Flanker-17 1/2
Flanker Glass Height-20 3/8
Operating Code-XOX
Exterior Paint Finish-Non-Painted

Mutton patterns are identical

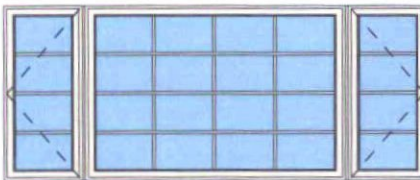
PO:
JOB NAME: MCDONNELL
LOCATION: LIVING

Per Unit: Ext. Price:

Item Number: 10
Quantity: 1
Total Jamb To Jamb: 120 X 50
Total Rough Opening: 120 1/2 X 50 1/2

Visions 2500
Casement Picture Comb.
Rectangle
Product Configuration-Complete Unit

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Frame Nailing Fin-No Frame Nailing Fin
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-3 1/4
Interior Frame Color-Cameo
Int Accessory Groove Filler-W/Int Accessory
Groove Filler
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Glazing Bead Color-White
Lite Configuration-SDL W/GBG
Interior Bar Width-7/8
Grille/SDL Location-All Sash
Center Number Lites Wide-4
Number Lites High-4
Flanker Number Lites Wide-1
Flanker Number Lites High-4
Operator Type-Dual Arm Operator
Screen Color-Cameo



Manufactured Date-7-16-2012 to Present
Product ID-924
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Flanker Call Out Width-Non Standard Size
Flanker Jamb Width-22 1/2
Jamb Height-50
Flanker R/O Width-23
R/O Center Width-74 1/2
R/O Height-50 1/2
Center Glass Width-68 5/8
Center Glass Height-44 9/16
Flanker Glass Width-17 1/16
Flanker Glass Height-44 9/16
Operating Code-Left
Operating Code 2-Stationary
Operating Code 3-Right

The only other window on the front-
Mutton patterns are identical
Muttons are on the outside of the glass

PO:
JOB NAME: MCDONNELL
LOCATION: FRONT ROOM

Per Unit: Ext. Price:



Phone:
Fax:

QUOTE DETAIL
Project Number: 865
Printed: 6/1/2016 10:26:01 AM

Grand Total:

QUOTE MAY NOT INCLUDE TAXES, SHIPPING CHARGES OR MINIMUM CHARGE ADJUSTMENTS.

Charges for shop drawings, field measurements, and handling fees are not included.

Refer to Acknowledgement for updated pricing.



DOOR AND TRIM SPECIALISTS

Estimate

2716 N. Ogden, Ste 107
Mesa, AZ 85215

Phone #	Date	Estimate #
480-499-4433	3/22/2016	21473

Name / Address	
Margot McDonnell	
Customer Phone	Customer Fax
602 463 4048	

Ship To	
6713 E Holly Scottsdale 85257	
Rep	Project
CR	

Description	Qty	U/M	Rate	Total
Aluminum White Clear Glass 120 " x 50 1/8" XOX	1	ea	447.32	447.32T
Aluminum White Clear Glass 79 1/2" x 25 5/8" XO	1	ea	190.13	190.13T
Aluminum White Clear Glass 39 3/4" x 38" XO	1	ea	130.56	130.56T
Aluminum White Clear Glass 95 5/8" x 50 1/8" XOX	1	ea	313.04	313.04T
Aluminum White Etched glass 39 5/8" x 38" XO	1	ea	306.53	306.53T
Aluminum White Clear Glass 79 3/4" x 25 5/8" XOX	1	ea	190.13	190.13T
Aluminum White Clear Glass 79 3/4" x 50 1/8" XOX	1	ea	289.92	289.92T
Aluminum White Etched Glass 39 3/4" x 38" OX	1	ea	307.07	307.07T
Aluminum White Clear Glass 79 3/4" x 25 5/8" XOX	1	ea	190.13	190.13T
Aluminum White Clear Glass 79 5/8" x 50 1/2" XOX	1	ea	289.92	289.92T
All exact sizes and no fins			0.00	0.00
Installation	1	S	2,000.00	2,000.00

All doors are custom built and are not subject to return for credit. Changes after 24 hours may not be possible.

Signature _____

Subtotal	\$4,654.75
Sales Tax (8.05%)	\$213.71
Total	\$4,868.46

Phoenix Office:
2432 West Peoria Avenue, Suite 1186
Phoenix, Arizona 85029

KRASIVA Windows & Doors
A DBA of Exterior Remodelers of America, Inc.

Phoenix: 602-678-3737
Fax: 602-678-5588
www.kwdaz.com

License # ROC165472

Page 1 of 1

This WINDOWS AND DOORS PURCHASE AGREEMENT dated 6-6-16 ("Contract") is entered into by Wayne
Margot McDonnell ("Buyer") owner(s) of the premises located at 6713 E. Holly St.
in City Scottsdale Arizona 85 257 (the "Premises"), home phone 602 463 4042,
work phone _____, email gamash-mcdonnell78@gmail.com and Krasiva Windows
and Doors. ("Seller"). Capitalized terms are defined on the reverse side of this document. Seller will furnish the Work to install the following
Windows & Doors for \$, 14362.00 total sale amount ("Cash Price") with a \$ 1390.00 Down Payment, and the
\$ 12972.00 balance due on the delivery of the Completion Certificate. ("CASH PRICE" IS FOR CHECKS OR CASH ONLY)
CREDIT CARDS WILL BE CHARGED AN ADDITIONAL 3% TRANSACTION FEE.

If you are standing inside the home facing the front door, the front door is unit #1, then the count continues clockwise, and top to bottom around the house. Only the units to be done are assigned a number. All other units are not to be done. DH-double hung; DS-double slider; SH-single hung; SS-single slider; XOX-left & right sashes slide to center, center sash is fixed; SD-sliding door; PICT-fixed window; CS-casement window; AW-awning window; W-white; T-tan; C-Cameo; and OC-create new or change size of existing opening. ZESX-Zoe5 extreme

Unit #	Room Designation	Type										Options						
		DH	DS	SH	SS	XOX	SD	PICT	CS	AW	Color	ZESX	Grids	Obscure	Temp	Argon	Mulled	OC
1	Front Bedroom								X		C	X	SDL					X
2	"							X		C	X	SDL						X
3	"								X	C	X	SDL						X
4	Front Bedroom 2					X				C	X	11/16						
5	Bathroom				X					C	X		X					
6	Sewing					X				C	X							
7	Den					X				C	X							
8	Bathroom				X					C	X		X					
9	Dining					X				C	X							
10	Kitchen sink				X					C	X	11/16						
11	Living room					X				C	X	11/16						
12	Front Room								X	C	X	SDL						X
13	"								X	C	X	SDL						X
14	"								X	C	X	SDL						X

Work is defined as the installation of the Windows & Doors as follows: (1) that includes removal and disposal of existing job related materials, all material and labor for standard installation, standard trim, stucco repair if necessary, manufacturers warranty on materials and a two year labor warranty; (2) DOES NOT INCLUDE PAINT; (3) DOES NOT INCLUDE RECONNECT OF ALARM SYSTEM; and (4) Seller cannot reinstall old security bars without quick release over bedroom windows. The Tilt-in cleaning feature may not work with some window blinds & window shutters. The new window depth may not be compatible with the existing window treatments.

Addendums. Please check all that are attached and insert number of each.

- Finance Addendum
- Attachment(s) B _____ # (Fiberglass & Steel Hinged Door)
- Attachment(s) C _____ # (Vinyl Clad French Door)
- EPA Attachment
- Cancellation

All operating sashes in windows come with

- Standard bug screens
- Is HOA approval needed?
- Yes No

The buyer understands that remodeling jobs can be inconvenient for the buyer. Multiple visits may be needed for, but not limited to warranty replacements or adjustments. Krasiva Windows & Doors will honor the warranties and obligations expressed in this agreement, but under no circumstances is Krasiva Windows & Doors responsible to compensate the buyer for said inconveniences.

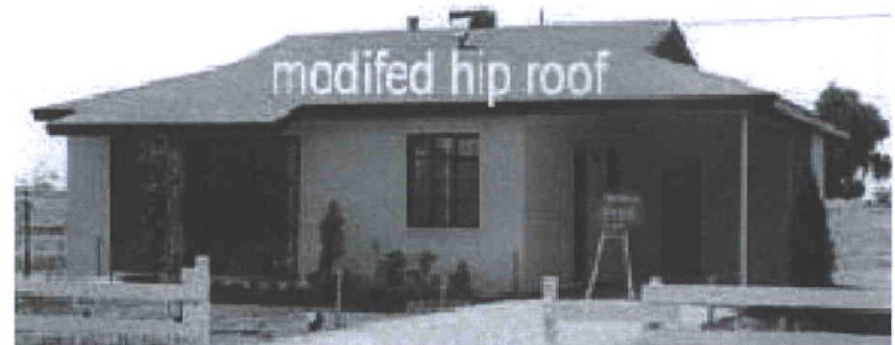
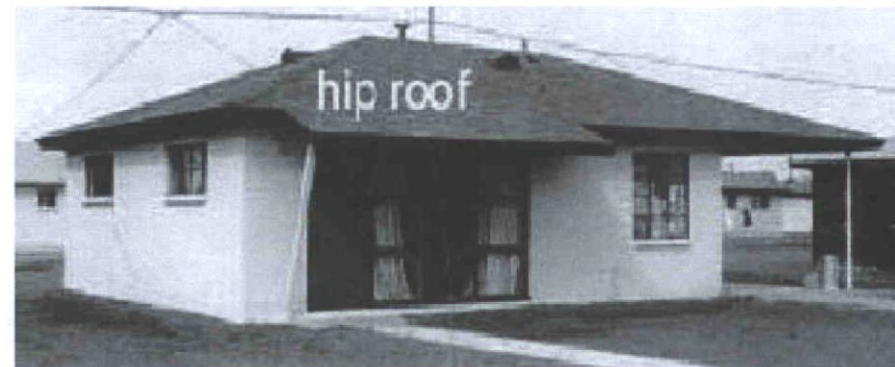
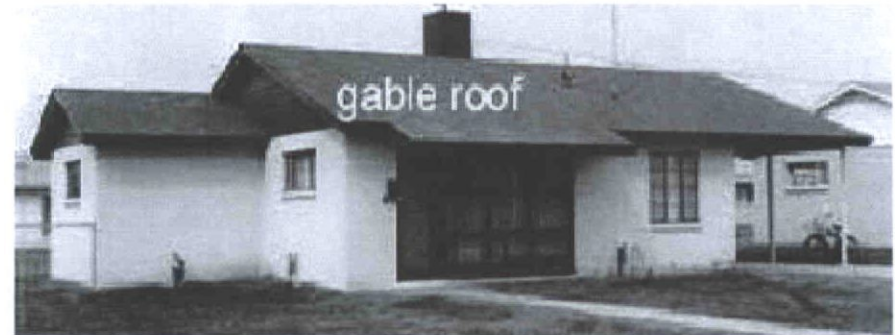
Special Instructions

Lead Time. Seller will normally, within the course of its business, complete the Work within 6 to 10 weeks. Provided, however, performance shall be adjusted or suspended by Seller respectively, to the extent performance is beyond Seller's reasonable control for reasons including, without limitation, the following: supplier delays, remakes, Buyer's delays, shipping damage, strikes, work stoppages, fire, water, flood, lightning, government action, acts of God, theft, vandalism or power company.

General Characteristics of Ranch Style

One story

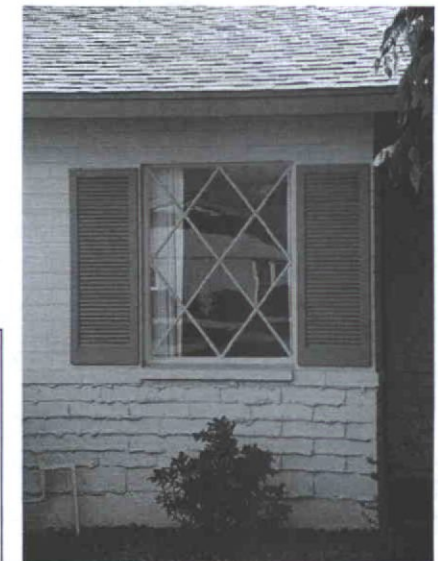
- Low horizontal form
- Rectilinear or "L" plan
- Concrete slab foundation
- Low-pitch gable, hip or modified hip roof, broadside to the street
- Carport or garage
- Usually has a front porch and rear patio
- Exterior walls primarily constructed with block or brick
- Roof materials predominantly asphalt shingle
- Rectangular or square window and door openings
- Steel casement and aluminum horizontal slider windows
- Decorative windows include large single-pane pictures, window walls, clerestories, bay and corner designs
- Variation in use and type of wall materials on front facade, such as weeping mortar, band of brick, board-and-batten, decorative blocks
- Variation in ornamental details, such as fascia board trim, shutters, porch and carport posts, window hoods, landscape walls and planters



Photos at right show the three common types of roofs for ranch houses. Allied use all three types of roofs in Village grove

California Ranch Characteristics

- Combination of two or more exterior wall materials across front façade
- Roof typically asphalt shingles; wood shakes and asbestos shingles found on more up-scale models
- Often with a prominent porch across the front façade
- Attached two-car garage or carport
- Ornamental trim usually includes shutters
- Steel or wood casement windows, often with diamond panes and ornamental shutters
- Plate glass picture window at living room



California Ranch homes have more than one wall material on the front façade. Materials may include a combination of wood and masonry, or block with a combination of weeping mortar and smooth mortar joints.

Windows

Windows are important character-defining features of the historic Ranch Style house. Windows give scale to a building. The different sizes, location and arrangement of the windows create visual interest. The depth of their position set into the thickness of the wall casts shadows that also contribute to the character of the façade.

The proportions, orientation, divisions, and materials of a historic window are among its essential elements of design. The number of glass panes or "lights" in the window and their pattern of arrangement of the lights distinguishes the different window types found. Virtually all the original windows of the Village Grove subdivision were steel casement types. Casement windows have an operable sash that swings open, typically to the outside. Nearly square or vertically rectangular in overall shape, these windows were divided into horizontal rectangular lights or into vertical diamonds. Some prominent living room windows have a large fixed plate glass picture window flanked by casement windows.

The original steel casement windows have provided excellent service for decades. The most common problems with this type of windows occur from improper maintenance and physical impact damage. The accumulation of layers of paint can make operation of the sash difficult or impossible. Also, sashes may become warped because of physical force applied to them in prying them open or pushing them shut. This warp usually affects their ability to latch easily without someone outside pushing the sash to meet the latch. Sun-damaged or cracked putty or caulking may allow water to accumulate against the steel, rusting it.

Whenever possible, repair a historic window, rather than replace it. In many cases it is actually more economical than replacement. When deciding whether to repair or replace a historic window, first determine the window's architectural significance. Boxed windows, or window boxes should be maintained where they occur. Does it contribute to the historic character of the house? Typically, windows on the front of the building and on sides visible from the street are important to its visual character. Windows on walls not seen from the public way are generally less significant. Greater flexibility in the treatment or replacement of such secondary windows may be considered.

Second, inspect the window to determine its condition, source of deterioration, extent and nature of damage. Distinguish superficial signs of deterioration from actual failure of window components. Determining window condition is a case-by-case process.

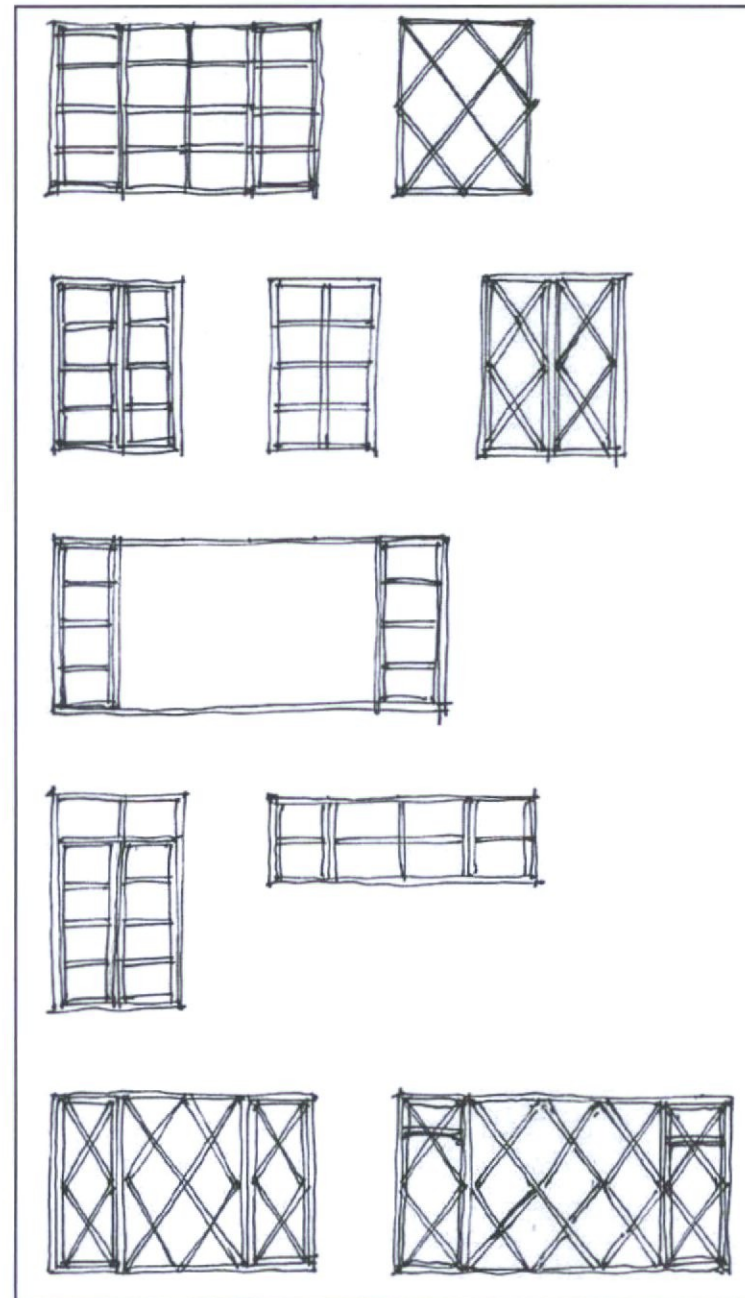
Third, determine the appropriate treatment for the window. Surfaces may need cleaning and patching. Some components may need replacement. If the entire window must be replaced, the new one should match the original in appearance.

While replacement is discouraged, it is sometimes necessary. To match the original window take into consideration the size and proportion of window elements, including glass, sash, muntins and profile or outline of the cross-section. At a minimum, the replacement components should match the original in dimension and profile and the original depth of the window opening should be maintained. Sometimes insulated glazing units, internal storm windows, can be installed in the existing steel frame offering some of the performance of new windows while preserving the original windows.

A frequent concern is what the material of the replacement window should be. In general, using the same material as the original is preferred treatment. Steel casement windows were used almost exclusively in 1950s subdivisions and are still readily available from many of the same manufacturers in business fifty years ago.

It is possible, however, to consider alternative materials if the resulting appearance will match that of the original, in terms of the finish, sash type, its proportions, the width of the components, and the profile of the sash within the wall opening. For example, if a wood window is to be substituted for a steel one, the sash components should be similar in size and design to those of the original. The substitute material also should have a demonstrated durability in similar applications in this climate.

**PATTERNS & TYPES OF HISTORIC WINDOWS
– THE RANCH STYLE**



Policy 9: Preserve the historic windows that contribute to character of the house.

Guidelines

9.1 Preserve the location, number, opening size, reveal, and arrangement of historic windows within the primary façade.



The original steel casement windows used in Ranch style homes have a variety of types and pattern. The above windows has sixteen rectangular shaped panes and the side windows can be cranked open.

- 9.2 Preserve the decorative features of a historic window or door.
- 9.3 Repair window components by patching, piecing-in, consolidating or otherwise reinforcing the material.
- 9.4 Retain character-defining glazing patterns if historic windows.
- 9.5 Avoid installing window air-conditioners in windows on the primary façade of a building.



Some steel casement windows in Village Grove have the decorative diamond pane pattern. Shutters also flank some windows on the front façade.

Policy 10: New or replacement windows should match the significant aspects of the historic windows.

Guidelines:

- 10.1 When window replacement is necessary, match the original design or what was historically found within the subdivision.
- 10.2 New or replacement windows should not disrupt the historic window arrangement on a primary façade.
- 10.3 When appropriate, a new opening should be similar in location, size and type to those seen on the original structure on which the new opening is being constructed.
- 10.4 Replacement windows may be finished with trim elements similar to those used traditionally.



These replacement windows do not match the original. There are no through-the-glass muntins between smaller panes of glass like the original window pattern.

- 10.5 On a new or replacement window, the use of true, through-the-glass muntins are encouraged to replicate the pattern of the original window.
- 10.6 For new window clear glass is considered a better alternative than introducing a glazing pattern that was never used in the subdivision.
- 10.7 If security is a concern, the installation of an electronic detection system should be considered before wire glass, glass block, or light metal security bars.



Rolling steel shutters adversely affect the character of the original windows.



Metal security grilles detract from the original appearance of the windows and inappropriately cover both the boxed window and reveal in this example.

Green Building: Double pane windows with low-E glazing will help reduce energy consumption. Look at ways to shade exposed glazing with landscaping, Overhangs and window treatments. Avoid the use of aluminum framing that conducts heat into the building unless the frame has a thermal break.

- 10.8 In selecting a new or replacement window, match the profile of the sash and its components, whenever possible.
- 10.9 Minimize the visual impact of new skylights by installing them behind the ridge line of the roof and away from view from the street whenever possible.



KRASIVA

Windows & Doors

A DBA of EXTERIOR REMODELERS OF AMERICA

Call us for a free estimate at
602.678.3737

When you want to replace old windows or doors, call a specialist

**Go to our website
at kwdaz.com**



(Single-Hungs & Pictures with Simulated Divided Light grids shown here)

We deal with multiple manufacturers, so we can offer the widest range of products for our customers. Almost any shape you can dream of is possible.

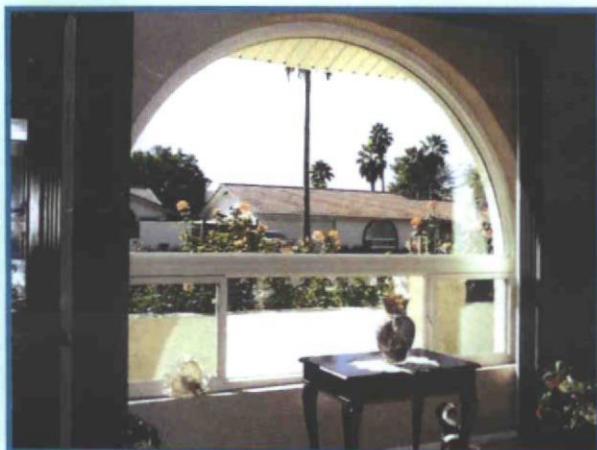
**100% Financing Available
on Approved Credit.
We accept Visa & Master Card**

Our installations are complete. Everything is included except final touch up paint, if necessary. The pride we have in our installations would be meaningless without quality products to match. That's why 'Krasiva Visions' is our top line.



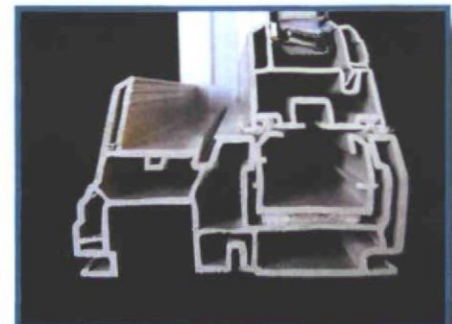
(Picture Window over single sliders)

**Helping make the World a better
place with "The World's Best Energy
Glass" ZoE-Shield Extreme glass**



(Half Circle over xox)

Look at the multichambering inside the 'Krasiva Visions' steel reinforced vinyl window frame and you will see it is unequalled in strength. Just the vinyl window you need for the Arizona heat. Everyone makes a window to look good on the surface, but our quality runs all the way through.



(Cross cut of frame to show the inside structure)



(Vinyl Sliding French shown here)

Sliding Doors come in:

- Vinyl or Aluminum
- Vinyl is available in standard or French Style
- Bright brass handle optional

Entry Doors available in Steel, Smooth Fiberglass, or Stainable Textured Fiberglass. Many different decorative glass options.



(Mahogany Grain Fiberglass Door)

French Doors Available in:

- Steel, Fiberglass & Vinyl Clad Wood



(White Clad Wood French Door)



(Interior clad wood French Door)

KRASIVA WINDOWS & DOORS

2432 W. Peoria Ave., Ste. 1186
 Phoenix, Arizona 85029
 Phone 602.678.3737

Website www.kwdaz.com

ROC Lic # 127483 & ROC Lic #165472

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BBB Phone
 602.264.1721



CQ Prj #: 803	System #: 0	Order Date: 4/5/2016	Valid Date: 5/5/2016
Sold To: 2	Dealer Prj #: 803	Ship To: 2	
EXTERIOR REMODELERS OF AMERICA INC.	Customer ID: 3034772	EXTERIOR REMODELERS OF AMERICA INC.	
2432 W. PEORIA AVE		2432 W. PEORIA AVE	
SUITE 1186		SUITE 1186	
PHOENIX, AZ 85029		PHOENIX, AZ 85029	
Phone: 602 678-3737	Fax: 602 678-5588	Phone: 602 678-3737	Fax: 602 678-5588

Delivery Instructions:

Drop Ship:

Weather Shield proposes to furnish products as stated below.
All Units viewed from Exterior.

Item Number: 1	Visions 2500	Exterior Frame Color-Cameo
Quantity: 1	Triple Slider	Ext Accessory Groove Filler-W/Ext
Total Jamb To Jamb: 80 X 50	Rectangle	Accessory Groove Filler
Total Rough Opening: 80 1/2 X 50 1/2	Product Configuration-Complete Unit	Overall Jamb Depth-2
	Manufactured Date-7-16-2012 to Present	Interior Frame Color-Cameo
	Product ID-9407	Glass Type-Zo-E Shield 5 Extreme
	Product Arrangement-1 Wide	EasyCare-W/O EasyCare
	Sizing Method-Jb to Jb/Frame Size	Gas-W/Inert Airspace Gas
	Venting Frame Proportion-1/4-1/2-1/4	Lite Configuration-Grille Between Glass
	Jamb Width-80	GBG Bar Width-5/8
	Jamb Height-50	GBG Bar Profile-Flat
	R/O Width-80 1/2	Grille Bar Color-Cameo
	R/O Height-50 1/2	Center Number Lites Wide-2
	Center Glass Width-38 1/2	Flanker Number Lites Wide-1
	Center Glass Height-47	Lites High-4
	Glass Width Flanker-17 1/2	Sash Lock-Double
	Flanker Glass Height-45 3/8	Lock Type-Standard Lock
	Operating Code-XOX	Venting Options-No Venting Options
	Exterior Paint Finish-Non-Painted	Screen-Half Screen
		Screen Color-Cameo

Additional Item Comments

Labor 300.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: FRONT BED

List Price: Per Unit: \$1,445.00
Ext. Price: \$1,445.00

Item Number: 2	Visions 2500	Exterior Frame Color-Cameo
Quantity: 1	Triple Slider	Ext Accessory Groove Filler-W/Ext
Total Jamb To Jamb: 80 X 25	Rectangle	Accessory Groove Filler
Total Rough Opening: 80 1/2 X 25 1/2	Product Configuration-Complete Unit	Overall Jamb Depth-2
	Manufactured Date-7-16-2012 to Present	Interior Frame Color-Cameo
	Product ID-9407	Glass Type-Zo-E Shield 5 Extreme
	Product Arrangement-1 Wide	EasyCare-W/O EasyCare
	Sizing Method-Jb to Jb/Frame Size	Gas-W/Inert Airspace Gas
	Venting Frame Proportion-1/4-1/2-1/4	Lite Configuration-Grille Between Glass
	Jamb Width-80	GBG Bar Width-5/8
	Jamb Height-25	GBG Bar Profile-Flat
	R/O Width-80 1/2	Grille Bar Color-Cameo
	R/O Height-25 1/2	Center Number Lites Wide-4
	Center Glass Width-38 1/2	Flanker Number Lites Wide-2
	Center Glass Height-22	Lites High-2
	Glass Width Flanker-17 1/2	Sash Lock-Single
	Flanker Glass Height-20 3/8	Lock Type-Standard Lock
	Operating Code-XOX	Venting Options-No Venting Options
	Exterior Paint Finish-Non-Painted	Screen-Half Screen
		Screen Color-Cameo

Additional Item Comments

Labor 300.00



PO: 248875
JOB NAME: MCDONNELL
LOCATION: FRONT BED 2

List Price: Per Unit: \$1,168.00
Ext. Price: \$1,168.00

Item Number: 3
Quantity: 1
Total Jamb To Jamb: 39 X 39
Total Rough Opening: 39 1/2 X 39 1/2



Visions 2500
Single Slider
Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Jamb Width-39
Jamb Height-39
R/O Width-39 1/2
R/O Height-39 1/2
Inactive Glass Width-17 1/8
Inactive Glass Height-36
Active Glass Width-17 1/8
Active Glass Height-34 3/8
Operating Code-XO
Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo

Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5
EasyCare-W/O EasyCare
Specialty Glass-Obscure
Gas-W/Inert Airspace Gas
Lite Configuration-Grille Between Glass
GBG Bar Width-5/8
GBG Bar Profile-Flat
Grille Bar Color-Cameo
Number Lites Wide-2
Number Lites High-3
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

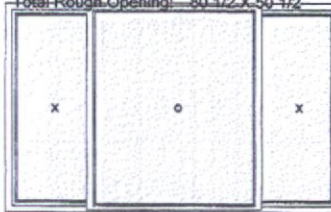
Additional Item Comments

Labor 200.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: BATH

List Price: Per Unit: \$867.00
Ext. Price: \$867.00

Item Number: 4
Quantity: 1
Total Jamb To Jamb: 80 X 50
Total Rough Opening: 80 1/2 X 50 1/2



Visions 2500
Triple Slider
Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-50
R/O Width-80 1/2
R/O Height-50 1/2
Center Glass Width-38 1/2
Center Glass Height-47
Glass Width Flanker-17 1/2
Flanker Glass Height-45 3/8
Operating Code-XOX

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Additional Item Comments

Labor 300.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: SEWING

List Price: Per Unit: \$1,445.00
Ext. Price: \$1,445.00





Item Number: 5
Quantity: 1
Total Jamb To Jamb: 80 X 25

Total Rough Opening: 80 1/2 X 25 1/2



Visions 2500
Triple Slider
Rectangle

Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-25
R/O Width-80 1/2
R/O Height-25 1/2
Center Glass Width-38 1/2
Center Glass Height-22
Glass Width Flanker-17 1/2
Flanker Glass Height-20 3/8
Operating Code-XOX

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Single
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Additional Item Comments

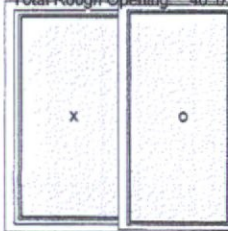
Labor 300.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: DEN

List Price: Per Unit: \$1,168.00
Ext. Price: \$1,168.00

Item Number: 6
Quantity: 1

Total Jamb To Jamb: 40 X 40
Total Rough Opening: 40 1/2 X 40 1/2



Visions 2500
Single Slider

Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Jamb Width-40
Jamb Height-40
R/O Width-40 1/2
R/O Height-40 1/2
Inactive Glass Width-17 5/8
Inactive Glass Height-37
Active Glass Width-17 5/8
Active Glass Height-35 3/8
Operating Code-XO
Exterior Paint Finish-Non-Painted

Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5
EasyCare-W/O EasyCare
Specialty Glass-Obscure
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Additional Item Comments

Labor 200.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: BATH

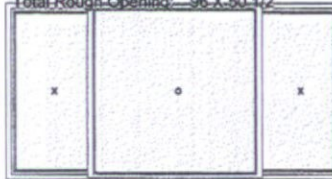
List Price: Per Unit: \$867.00
Ext. Price: \$867.00





Item Number: 7
Quantity: 1
Total Jamb To Jamb: 95 1/2 X 50

Total Rough Opening: 96 X 50 1/2



Visions 2500
Triple Slider
Rectangle

Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-95 1/2
Jamb Height-50
R/O Width-96
R/O Height-50 1/2
Center Glass Width-46 1/4
Center Glass Height-47
Glass Width Flanker-21 3/8
Flanker Glass Height-45 3/8
Operating Code-XOX

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-1 Lite
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

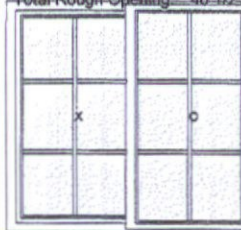
Additional Item Comments

Labor 300.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: DINING

List Price: Per Unit: \$1,624.00
Ext. Price: \$1,624.00

Item Number: 8
Quantity: 1
Total Jamb To Jamb: 40 X 38
Total Rough Opening: 40 1/2 X 38 1/2



Visions 2500
Single Slider

Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Jamb Width-40
Jamb Height-38
R/O Width-40 1/2
R/O Height-38 1/2
Inactive Glass Width-17 5/8
Inactive Glass Height-35
Active Glass Width-17 5/8
Active Glass Height-33 3/8
Operating Code-XO
Exterior Paint Finish-Non-Painted

Exterior Frame Color-Cameo
Ext Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-Grille Between Glass
GBG Bar Width-5/8
GBG Bar Profile-Flat
Grille Bar Color-Cameo
Number Lites Wide-2
Number Lites High-3
Sash Lock-Double
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

Additional Item Comments

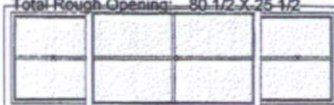
Labor 200.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: KITCHEN SINK

List Price: Per Unit: \$879.00
Ext. Price: \$879.00



Item Number: 9
Quantity: 1
Total Jamb To Jamb: 80 X 25
Total Rough Opening: 80 1/2 X 25 1/2



Visions 2500
Triple Slider
Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-9407
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Venting Frame Proportion-1/4-1/2-1/4
Jamb Width-80
Jamb Height-25
R/O Width-80 1/2
R/O Height-25 1/2
Center Glass Width-38 1/2
Center Glass Height-22
Glass Width Flanker-17 1/2
Flanker Glass Height-20 3/8
Operating Code-XOX
Exterior Paint Finish-Non-Painted

Exterior Frame Color-Cameo
Ext. Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Lite Configuration-Grille Between Glass
GBG Bar Width-5/8
GBG Bar Profile-Flat
Grille Bar Color-Cameo
Center Number Lites Wide-2
Flanker Number Lites Wide-1
Lites High-2
Sash Lock-Single
Lock Type-Standard Lock
Venting Options-No Venting Options
Screen-Half Screen
Screen Color-Cameo

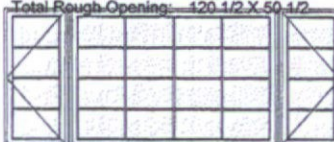
Additional Item Comments

Labor 300.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: LIVING

List Price: Per Unit: \$1,168.00 Ext. Price: \$1,168.00

Item Number: 10
Quantity: 1
Total Jamb To Jamb: 120 X 50
Total Rough Opening: 120 1/2 X 50 1/2



Visions 2500
Casement Picture Comb.
Rectangle
Product Configuration-Complete Unit
Manufactured Date-7-16-2012 to Present
Product ID-924
Product Arrangement-1 Wide
Sizing Method-Jb to Jb/Frame Size
Flanker Call Out Width-Non Standard Size
Flanker Jamb Width-22 1/2
Jamb Height-50
Flanker R/O Width-23
R/O Center Width-74 1/2
R/O Height-50 1/2
Center Glass Width-68 5/8
Center Glass Height-44 5/8
Flanker Glass Width-17 1/16
Flanker Glass Height-44 9/16
Operating Code-Left
Operating Code 2-Stationary
Operating Code 3-Right

Exterior Paint Finish-Non-Painted
Exterior Frame Color-Cameo
Ext. Accessory Groove Filler-W/Ext
Accessory Groove Filler
Overall Jamb Depth-2 3/16
Interior Frame Color-Cameo
Glass Type-Zo-E Shield 5 Extreme
EasyCare-W/O EasyCare
Gas-W/Inert Airspace Gas
Glazing Bead Color-White
Lite Configuration-Grille Between Glass
GBG Bar Profile-Flat
GBG Bar Width-5/8
Grille Bar Color-Cameo
Grille/SDL Location-All Sash
Center Number Lites Wide-4
Number Lites High-4
Flanker Number Lites Wide-1
Flanker Number Lites High-4
Operator Type-Dual Arm Operator
Screen Color-Cameo

Additional Item Comments

Labor 600.00

PO: 248875
JOB NAME: MCDONNELL
LOCATION: FRONT ROOM

List Price: Per Unit: \$3,349.00 Ext. Price: \$3,349.00





Order Subtotal:	\$13,980.00
State Taxes:	\$0.00
Cty Taxes:	\$0.00
Local Taxes:	\$0.00
Taxes(Other):	\$0.00
Misc Charges:	\$0.00
Grand Total:	<u>\$13,980.00</u>

QUOTE MAY NOT INCLUDE TAXES, SHIPPING CHARGES OR MINIMUM CHARGE ADJUSTMENTS.

Item prices and total prices may not include all option charges.

Charges for shop drawings, field measurements, and handling fees are not included.

Refer to Acknowledgement for updated pricing.





Current Planning Department

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

Memorandum

October 26, 2016

To: Accounts Payable
From: Steve Venker, Historic Preservation Officer 
Re: Check Requisition for Historic Residential Exterior Rehabilitation (HRER) Program for
6713 East Holly Street

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 Wayne D. McDonnell and Margot B. McDonnell on June 2, 2016 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 June 2, 2016 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 Planning Neighborhood and Transportation Department budget for the current fiscal year.

The attached receipts indicate a total of \$13,980.00 in expenditures by the homeowner for the balcony replacement. The expenses incurred document that the expenses are below the \$15,000 required for the maximum approved reimbursement in the rehabilitation agreement. MR and Mrs. McDonnell request reimbursement in the amount of \$6,990.00 which is below 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 \$6,990.00.

Total Project Cost by Homeowner on Receipt = \$13,980.00 (windows replacement)
City Reimbursement/Conservation Easement = $\frac{1}{2} \times 13,980.00$, up to a maximum of \$7,500.00 =
\$6,990.00 Check Requisition

When ready, the check should be mailed to Wayne D. McDonnell and Margot B. McDonnell, owner, at the address on the Check Requisition form.

Attachments:

1. Check Requisition for Wayne D. McDonnell and Margot B. McDonnell
2. Resolution No. 6860
3. Marked Agenda and Portion of Approved HPC June 2, 2016 Minutes
4. Rehabilitation Agreement Exhibit "C" Scope of Work
5. Deed of Conservation Easement Exhibit "B", 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

Attachment 1.

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 MARKED AGENDA



HISTORIC PRESERVATION COMMISSION

John Southard, Chair
Taraneh Moosavi, Vice Chair
Alyssa Gerszewski, Commissioner
Mark Hackbarth, Commissioner

Doug Craig, Commissioner
Laura Delahanty, Commissioner
Cindy Lee, Commissioner

Thursday, June 2, 2016

5:30 P.M.

HISTORIC PRESERVATION COMMISSION MEETING

One Civic Center, 7447 East Indian School Road

Call to Order - 5:35 PM

Roll Call - Commissioner Doug Craig and Commissioner Laura Delahanty absent.
All others present.

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.**

ADMINISTRATIVE REPORT

1. Identify supplemental information, if any, related to the June 2, 2016 Historic Preservation Commission agenda items, and other correspondence.
Scottsdale will celebrate its 65th Birthday at 1:00 pm June 22 at the Granite Reef Senior Center. Arizona State Historic Preservation Conference June 8 to June 11, Phoenix AZ.

Approval of Minutes

2. Review and possible approval of May 5, 2016 Historic Preservation Commission Meeting Minutes.

Vice Chair Moosavi moved to approve the May 5, 2016 Historic Preservation Regular Meeting Minutes; 2nd by Commissioner Lee. Minutes approved 5 – 0.

June 2, 2016

Page 2 of 3

MINUTES REVIEW AND APPROVAL

2. Approval of May 5, 2016 Regular Meeting Minutes.

VICE CHAIR MOOSAVI MOVED TO APPROVE THE MAY 5, 2016 HISTORIC PRESERVATION REGULAR MEETING MINUTES, SECONDED BY COMMISSIONER LEE, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF FIVE (5) TO ZERO (0).

REGULAR AGENDA

3. 3-HP-2016 (Merican Carport Conversion)

Request approval of a Certificate of Appropriateness - Historic Preservation and Historic Residential Exterior Rehabilitation funding for the enclosure of an existing 2-car carport into garage. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is Charles Paul Merican, 602-509-7131.

Vice Chair Moosavi moved to approve request for Certificate of Appropriateness with modified stipulations; 2nd by Commissioner Hackbarth. Certificate of Appropriateness approved 5 – 0.

Commissioner Gerszewski moved to approve request for Historic Residential Exterior Rehabilitation funding; 2nd by Vice Chair

4. 8-HP-2016 (McDonnell Window Replacement)

Request approval of a Certificate of Appropriateness - Historic Preservation and Historic Residential Exterior Rehabilitation (HRER) funding to replace existing windows with new energy efficient windows. Staff contact person is Ben Moriarity, 480-312-7849. Applicant contact person is Wayne McDonnell, 602-463-4048.

Commissioner Gerszewski moved to approve request for Certificate of Appropriateness with stipulations; 2nd by Commissioner Lee. Certificate of Appropriateness approved 5 – 0.

Commissioner Lee moved to approve request for Historic Residential Exterior Rehabilitation funding; 2nd by Vice Chair Moosavi. HRER funding approved 5 – 0.

* Note: These are summary action minutes only. A complete copy of the meeting audio is available on the Historic Preservation Commission page on ScottsdaleAZ.gov, search "Historic Preservation Commission"

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

6713 East Holly Street
Scottsdale, Arizona 85257

Replacement of ten (10) windows. Windows located on primary façade shall have muntins on exterior of glass and windows located on primary façade of the home shall be casement windows.

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

30998-7-1-1--
Palumboa

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



DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the 25th day of October 2016, by and between Wayne D. McDonnell and Margot B. McDonnell, (the "Property Owner"), whose principal address is 6713 East Holly Street, Scottsdale, Arizona 85257 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 6713 East Holly Street, 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 7, 2016, 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 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.

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

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

EXHIBIT "A"

Legal Description

Lot number 126, Village Grove Four, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 074 of Maps, Page 09

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

**6713 East Holly Street
Scottsdale, Arizona 85257**

Replacement of ten (10) windows. Windows located on primary façade shall have muntins on exterior of glass and windows located on the primary façade of the home shall be casement windows.

Krasiva Windows & Doors

DBA

Exterior Remodelers of America, Inc.

Invoice # 19548

Phoenix Office
2432 W. Peoria Ave
Suite 1186
Phoenix AZ 85029

Phone 602-678-3737
Fax 602-678-5588

ROC License #165472 ROC License #127483

Date sold: 4-1-2016

<u>Sold To:</u>	<u>Installation Address</u>
Wayne & Margot McDonnell 6713 E Holly St. Scottsdale, AZ 85257	Same

Provide & Install 10 Krasiva, Visions dual pane replacement windows.

Amount of Sale	\$ 13,980.00	ck # 1819
Down Payment	\$ 1,390.00 ck # 2069	7/3/16 \$ 12,590.00
Balance Due	\$ 12,590.00	Pl in Full

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
Margot Beryl McDonnell

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

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

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
6713 E. Holly St.

City, state, and ZIP code
Scottsdale, AZ 85257

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ **Margot B. McDonnell** Date ▶ **11-22-16**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

HISTORIC PRESERVATION
EXTERIOR REHABILITATION PROGRAM AGREEMENT

THIS EXTERIOR REHABILITATION PROGRAM AGREEMENT (the "Program Agreement") is made as of the 2nd day of June, 2016 by and between the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Wayne McDonnell, and Margot McDonnell (the "Property Owner"), whose principal address is 6713 E. Holly Street, Scottsdale, Arizona 85257.

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 6713 E. Holly Street, 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 of one-half of the window replacement cost not to exceed \$7,500, (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 Agreements 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: Wayne & Margot McDonnell
6713 East Holly Street
Scottsdale, AZ 85257

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: Wayne McDonnell

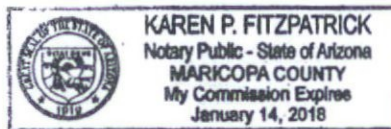
By: Margot McDonnell

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 7th day of JUNE,
2016 by MARGOT MCDONNELL AND WAYNE MCDONNELL.

Karen P. Fitzpatrick
Notary Public

My Commission Expires:
1/14/2018



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

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

EXHIBIT "A"

Legal Description

Lot number 126, Village Grove Four, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 074 of Maps, Page 09

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

**6713 East Holly Street
Scottsdale, Arizona 85257**

Replacement of ten (10) windows. Windows located on primary façade shall have muntins on exterior of glass and windows located on the primary façade of the home shall be casement windows.

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