

# Attachment A



## STAFF REPORT

To: City of Phoenix Historic Preservation Commission  
From: Kevin Weight, Principal Planner  
Date: March 14, 2019  
Subject: Demolition Request for Property with a Conservation Easement – 717 East Southern Avenue (a.k.a. 715 East Southern Avenue), Roosevelt Park Historic District

---

This report requests that the Historic Preservation (HP) Commission make a recommendation to the City Council regarding a demolition request for a property with a Conservation Easement at 717 East Southern Avenue (a.k.a. 715 East Southern Avenue) in the Roosevelt Park Historic District.

### **BACKGROUND**

Known historically as the Neighborhood Congregational Church, the subject property is located at the southeast corner of 7<sup>th</sup> Street and Southern Avenue in the Roosevelt Park Historic District. The district was listed on the Phoenix Historic Property Register in March 2003.

The Neighborhood Congregational Church was formally organized in 1918, although newspaper articles indicate that services began as early as 1916. The congregation met at the Neighborhood House at 6029 South 7<sup>th</sup> Street until a new church building was constructed on adjacent land donated by Dwight & Maie Heard.

Construction of the church building began in 1941, and the dedication took place in 1944. Designed by the architectural firm of Lescher & Mahoney, the church is a late but excellent example of the Mission Revival Style, utilizing stuccoed exterior walls, a gable roof sheathed with red clay tile, a curvilinear parapet and a bell tower. The church has had several additions, all of which are sympathetic to the original design. There is also an original parsonage dating to ca. 1918 (a.k.a. the “south residence”) and a later parsonage constructed ca. 1948 (a.k.a. the “north residence”).

In March 2006, the Neighborhood Congregational Church (then known as South Mountain Community Church) submitted an application requesting \$38,361 in HP Bond Funds to assist with rehabilitation of the church building and the two parsonages. This application was approved by the City Council on May 3, 2006. Records show that between 2007 and 2009 a total of \$33,926.27 in funds were expended by the City.

In exchange for the grant funds, the City received a 20-year conservation easement on the property. The Deed of Conservation Easement was executed on May 24, 2006 and was recorded on May 9, 2007. The conservation easement will expire on May 24, 2026.

In August 2016, the Neighborhood Congregational Church sold the property to Crosier Village of Phoenix, an Arizona non-profit corporation. Founded in 1210, the Crosier Fathers and Brothers are a Roman Catholic religious community dedicated to living together in community, worshipping together five times a day, and serving the sick and the poor.

### **THE ISSUE**

In June 2016, prior to the sale of the property, a representative of Crosier Village of Phoenix inquired about demolition of the two parsonage buildings in order to allow new development on the site. HP staff responded that both buildings contributed to the historic character of the property, had HP zoning, and were subject to the conservation easement, which prevented demolition. Discussion regarding demolition continued through 2017 and 2018.

In January 2019, staff received a demolition application along with a concept plan proposing that the ca. 1918 parsonage remain in place with its currently enclosed front porch to be reopened, and that the ca. 1948 parsonage be demolished in order to construct a new building with a larger footprint in the same general location. The new structure would be a two-story, 12,771-square-foot Priory Building with residences for the Crosier Fathers and Brothers. One of the four palms in front of the ca. 1948 parsonage would also be removed. Staff has agreed to take the request to the HP Commission and City Council to get an answer on the demolition issue.

Staff visited the property on March 14, 2019 and observed that both parsonage buildings were in good condition. Photos from the site visit are attached to this report.

### **RECOMMENDATION**

Staff is appreciative of the applicant's willingness to save and restore the ca. 1918 parsonage and is sympathetic to the need for additional living space. However, staff recommends that the request to demolish the ca. 1948 parsonage be denied for the following reasons:

- A. The building contributes to the historic character of the property and the Roosevelt Park Historic District. Roosevelt Park is a small district with a limited number of contributing properties.
- B. HP grant funds were used specifically to reroof the structure and to power wash and paint its exterior.
- C. The applicant was aware of the conservation easement and its associated restrictions prior to purchasing the property.
- D. There appears to be ample space on the site to allow new construction to occur without having to demolish the existing historic buildings.

In the event the HP Commission does recommend demolition approval, staff recommends including the following stipulations:

1. That the applicant repay the City the amount of \$3,140.80, which, based on payment records, is the total amount of grant funds expended on the ca. 1948 parsonage;
2. That the Deed of Conservation Easement be amended to extend the term of the easement an additional 10 years; and
3. That the ca. 1918 parsonage be preserved and its enclosed front porch reopened prior to the demolition of the ca. 1948 parsonage.

Should City Council approve the request, there would still be a one year restraint of demolition from the denial date of the Historic Preservation Officer per Section 813 of the Zoning Ordinance.

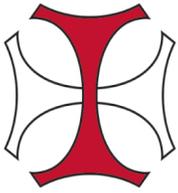
**ATTACHMENTS**

Letter from Crosier Fathers and Brothers, January 16, 2019

Aerial photos, 1949, 1959 and 2017

Staff photos, March 14, 2019

Deed of Conservation Easement, May 24, 2006



# Crosier Fathers and Brothers

717 East Southern Avenue • Phoenix, AZ 85040-3142

Phone 602.443.7100

[www.crosier.org](http://www.crosier.org)

## **City of Phoenix**

### **Planning and Development Department, Historic Preservation Office**

**January 16, 2019**

Re: Demolition of Residence (1940s), 715 East Southern Avenue, Phoenix, AZ

### **Crosier Village of Phoenix**

The Crosier Fathers and Brothers were founded in 1210. They are a Roman Catholic religious community dedicated to living together in community, worshipping together five times a day, and serving the sick and the poor. Their Phoenix campus on the corner of 7th Street and East Southern Avenue in South Phoenix includes three key components: the Historic Church, Fellowship Hall and Church Offices. The original church was built in 1944 and designed by Lescher and Mahoney Architects. This building plan included the church, bell tower and a small portion of the parish hall. In 1957 the remaining area of the hall and the two-story classroom building were finished. The Crosiers purchased this property in 2016.

Within the site there are two additional structures – South Residence (Craftsman Bungalow likely from the 1910s) and North Residence (1940s, expanded between 1949 and 1959). These structures help form a quasi-courtyard with the Historic Church. With the need to increase local ministries for South Phoenix, the Crosiers wish to add additional housing so more Crosier priests and brothers can live and serve at Crosier Village. By building a residence with 16 bedrooms, this housing need will be met.

To increase the number of bedrooms, the desire is to maintain the existing 1910s South Residence but replace the 1940s North Residence with an appropriately scaled building to better define the existing courtyard. This two-story structure would complement the Historic Church without detracting or creating a false sense of history. This new two-story building (same height as the church) would be located to the east of the church yet maintain separation to form an appropriately sized courtyard. The existing 1910s South Residence would remain and become part of this composition, as it would allow for a pedestrian entrance from the existing parking lot to the east. The new plan would be “in the spirit” of the Historic Church and help extend the apparent intent and completion of the original design.

Over the past 3 years the Crosiers have invested more than \$3.5 million in complete renovations to the Historic Church, Fellowship Hall and Church Office Building. This was completed without any request for city or historic preservation assistance. All of these buildings were renovated with Crosier themes of simplicity and humility.

**Conventual Priory of the Holy Cross**

Canons Regular of the Order of the Holy Cross

The Historic Church can accommodate 120 individuals for daily worship. The Fellowship Hall consists of 3,000 square feet of public meeting space and a catering kitchen that offers essential space for Crosier programs including retreats, immigration classes, veteran services, spiritual direction classes and various local gatherings. It also serves as a community resource center and is being used by various groups and agencies for their meetings and events. An adjacent two-story wing with 5,760 square feet provides office space for the Crosiers, staff and partners, spiritual direction rooms and program-related space for other ministries. The Crosiers have established a spiritual community in South Phoenix and desire to continue and grow to provide additional service and provide a spiritual place to worship as a faith community. With the addition of a Crosier Campus Residence, the ability to continue and grow their service to the South Phoenix community will be possible.

Please see attached a site plan of our existing campus and photos of the 1940s North Residence. We thank you for your time and consideration to our continued commitment to the South Phoenix community.

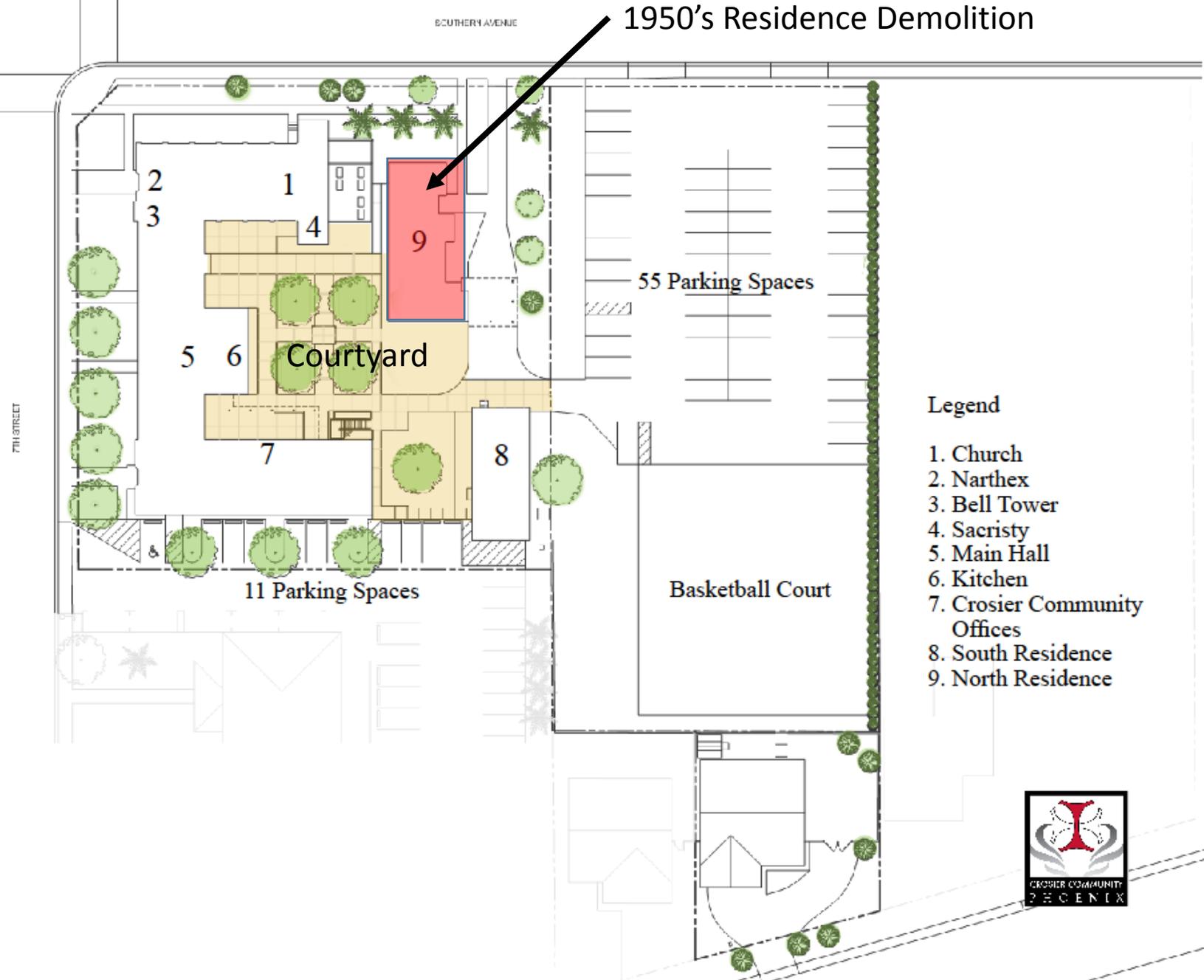
Sincerely,

V. Rev. Thomas A. Enneking

Very Rev. Thomas A. Enneking, osc  
Conventual Prior

# Crosier Village In South Phoenix

## EXISTING SITE PLAN



1950's Residence Demolition

### Legend

- 1. Church
- 2. Narthex
- 3. Bell Tower
- 4. Sacristy
- 5. Main Hall
- 6. Kitchen
- 7. Crosier Community Offices
- 8. South Residence
- 9. North Residence



1" = 40'-0"





North Elevation (Southern)



East Elevation (Parking)



South Elevation



West Elevation (Courtyard)



### Layer List

- 1998 Jan - 1998 Mar
- 1996 Dec - 1997 Feb
- 1993 Jan - 1993 Feb
- 1991 Nov - 1991 Nov
- 1991 Jun - 1991 Dec
- 1990 Oct - 1990 Oct
- 1986 Jan - 1986 Dec
- 1982 Jan - 1982 Dec
- 1979 Dec - 1979 Dec
- 1976 Feb - 1976 Apr
- 1969 Jan - 1969 Mar
- 1964 Jan - 1964 Dec
- 1961 Jan - 1962 Dec
- 1959 Feb - 1959 Feb
- 1953 Mar - 1953 May
- 1951 Apr - 1951 Apr
- 1949 Feb - 1949 Apr
- 1937 Jan - 1937 Dec
- 1930 Jan - 1930 Jan Oblique
- 1930 Jan - 1930 Jan
- Aerial Photography Not Available

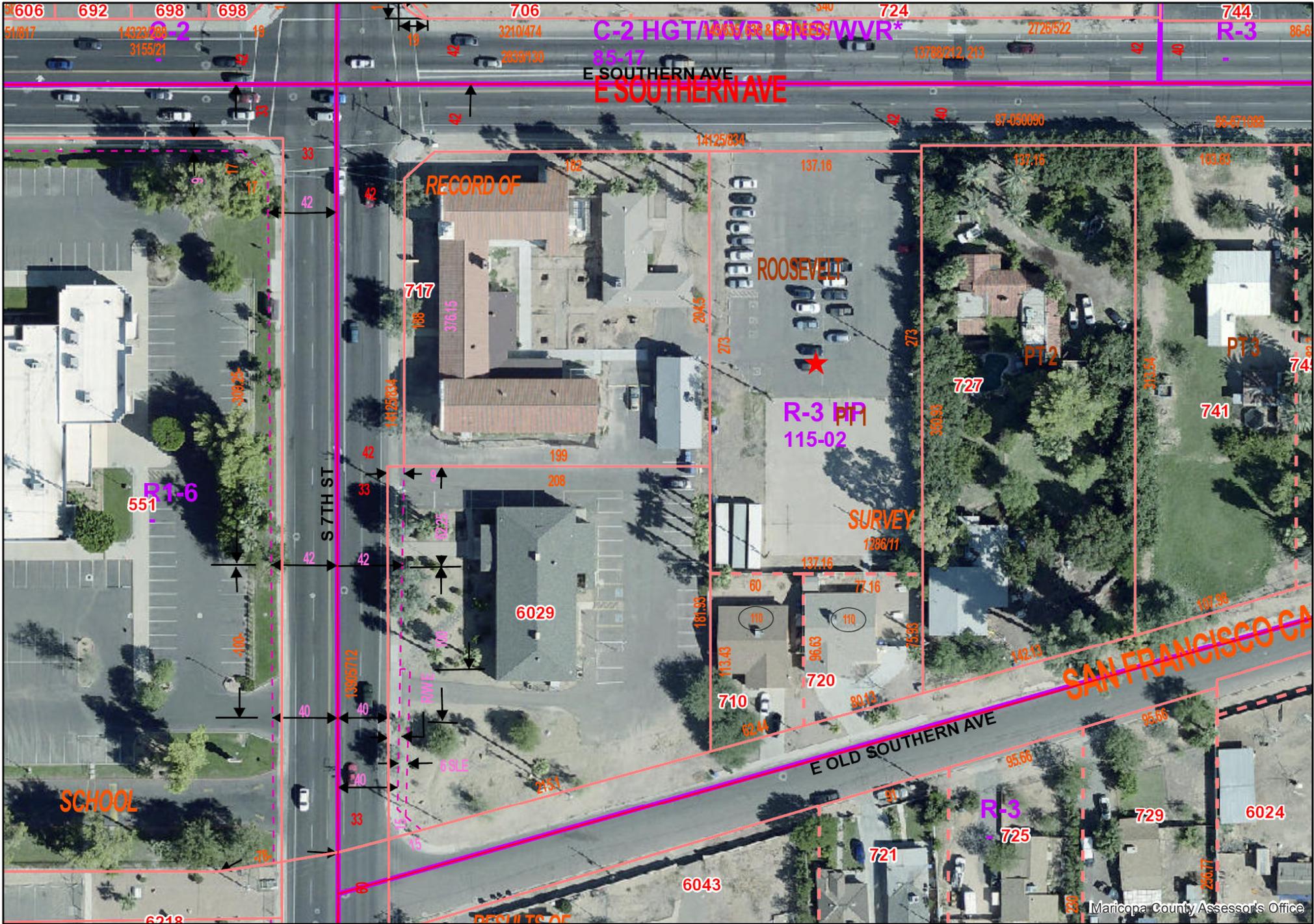
Find address or place



Layer List

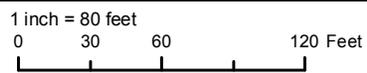
- 2000 Dec - 2001 Mar ...
- 1998 Dec - 1999 Oct ...
- 1998 Jan - 1998 Mar ...
- 1996 Dec - 1997 Feb ...
- 1993 Jan - 1993 Feb ...
- 1991 Nov - 1991 Nov ...
- 1991 Jun - 1991 Dec ...
- 1990 Oct - 1990 Oct ...
- 1986 Jan - 1986 Dec ...
- 1982 Jan - 1982 Dec ...
- 1979 Dec - 1979 Dec ...
- 1976 Feb - 1976 Apr ...
- 1969 Jan - 1969 Mar ...
- 1964 Jan - 1964 Dec ...
- 1961 Jan - 1962 Dec ...
- 1959 Feb - 1959 Feb ...
- 1953 Mar - 1953 May ...
- 1951 Apr - 1951 Apr ...
- 1949 Feb - 1949 Apr ...
- 1937 Jan - 1937 Dec ...
- 1930 Jan - 1930 Jan Oblique ...
- 1930 Jan - 1930 Jan ...

# Planning and Development



Maricopa County Assessor's Office

Disclaimer : The information provided on this map is based on record drawings submitted by others. Users of this information are cautioned that independent verification of actual conditions may be necessary. Printing Water Data is for Internal Staff Only



Date: 3/15/2019



# Neighborhood Congregational Church / South Mountain Community Church / Crosier Village

717 East Southern Avenue (a.k.a. 715 East Southern Avenue)



**Photo 1.** View of church building, looking southeast from opposite corner of 7<sup>th</sup> Street & Southern Avenue.



**Photo 2.** View of church building, looking southeast from opposite side of 7<sup>th</sup> Street.



**Photo 3.** View of church building, looking east from opposite side of 7<sup>th</sup> Street.



**Photo 4.** View of church building, looking northeast from opposite side of 7<sup>th</sup> Street.

**Neighborhood Congregational Church / South Mountain Community Church / Crosier Village**

717 East Southern Avenue (a.k.a. 715 East Southern Avenue)



**Photo 5.** View of courtyard behind church building, looking northwest from ca. 1918 parsonage.



**Photo 6.** View of parsonages, palms and church building, looking southwest from Southern Avenue.



**Photo 7.** Front view of ca. 1948 parsonage, looking south from sidewalk along Southern Avenue.



**Photo 8.** Close-up view of carport addition to ca. 1948 parsonage, looking south from driveway.

**Neighborhood Congregational Church / South Mountain Community Church / Crosier Village**

717 East Southern Avenue (a.k.a. 715 East Southern Avenue)



**Photo 9.** Rear view of ca. 1948 parsonage, looking northwest from east parking lot.



**Photo 10.** Front view of ca. 1918 parsonage, looking south from carport of ca. 1948 parsonage.



**Photo 11.** Side view of ca. 1918 parsonage, looking southwest from east parking lot.



**Photo 12.** Rear view of ca. 1918 parsonage, looking northeast from south parking lot.

**Neighborhood Congregational Church / South Mountain Community Church / Crosier Village**

717 East Southern Avenue (a.k.a. 715 East Southern Avenue)



**Photo 13.** View of east parking lot, looking south from opposite side of Southern Avenue.



**Photo 14.** View of subject property, looking southwest from opposite side of Southern Avenue.



**Photo 15.** View of east parking lot, looking southwest from Southern Avenue.



**Photo 16.** Crosier Village sign along Southern Avenue, looking north from east parking lot.

WHEN RECORDED RETURN TO:  
City of Phoenix  
City Manager's Office  
Historic Preservation Office  
200 W. Washington Street, 17th Floor  
Phoenix, Arizona 85003

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

119258 . DCE

DEED OF FAÇADE CONSERVATION EASEMENT

THIS DEED OF FAÇADE CONSERVATION EASEMENT (the "Easement") is made as of the 24 day of May 2006, by and between Neighborhood Congregational Church, a corporation (the "Property Owner"), whose principal address is 717 East Southern Avenue, Phoenix, Arizona 85040 and the City of Phoenix, 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 Phoenix.
- C. The Property Owner is the owner in fee simple of that certain property located at 717 East Southern Avenue, Phoenix, 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 Phoenix Historic Property 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 May 24, 2006, the Property Owner executed an Demonstration Project Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the exterior surfaces of each of the Structures (collectively, the "Facades") and any associated fences, walls, or fixtures on the site (collectively the "Site"), and use the proceeds of the sale together, if applicable, with a matching amount of Property Owner's funds or own labor to rehabilitate the Facades.
- 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 Facades and Site.

*Handwritten initials*

## AGREEMENT

NOW, THEREFORE, in consideration of the City's agreement to pay the Property Owner up to \$38,361, (the "Purchase Price") subject to the terms and conditions of the Program Agreement, the Property Owner and the City hereby 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 of twenty (20) years from the date hereof through and including May 24 2026 (the "Term"), in and to the Facades and Site, and which covenants contained herein contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein.

2. Property Owner's Covenants: In furtherance of the conservation 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 and Site. For the purpose of this Easement, the owner or his designee shall depict the exterior Facades and Site in an original set of photographs dated thirty (30) days following the request for reimbursement from the Historic Preservation Bond Fund by the Grantor(s), (collectively, the "Photographs") and filed in the office of the City of Phoenix Historic Preservation Officer, or designated successor. The exterior condition and appearance of the Facades and Site as depicted in the Photographs (collective, the "Present Facades") is deemed to describe their external nature as of the date thereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades, as well as the Site, 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 Historic Preservation Office prior to implementing any physical changes to Structures or Facades on the Property or to the Site. 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 the Present Facades.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures, and any associated fences, walls or fixtures on the Site, as is required to ensure the structural soundness and the safety of the Structures and the Facades, and the fences, walls or fixtures on the Site.

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.

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 and Site 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 Historic Preservation Office for any proposed changes to the site which 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 which 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 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. 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 upon each of the Facades.

3.3 No Impairment of Conservation 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 and any associated fences, walls or fixtures on the Site. In the event the City determines, in its reasonable 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 or Site is of such magnitude and extent that repair and reconstruction of the damage would not be possible or practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures or associated fences, walls or fixtures on the Site. 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 or associated fences, walls or fixtures on the Site is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at his sole cost and expense raze the damaged Structures or associated fences, walls or fixtures on the Site and remove all debris, slabs, and any other portions and parts of the damaged structure or associated fences, walls or fixtures on the Site 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 or associated fences, walls or fixtures on the Site. Upon razing of the damaged portion of the Structures or associated fences, walls or fixtures on the Site, the City shall release any interest it has in the insurance proceeds for the damaged Structures or associated fences, walls or fixtures on the Site. 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 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 mayor, city council members, employees, agents or independent contractors, 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, its mayor, city council members, employees and agents.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement 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 third party against the City, which arises because the City has an interest in the Property as a result of this Easement. The Property Owner will have no obligation to the City for any claims which may be asserted against the City as a direct result of the City's intentional misconduct or gross negligence.

6. Default/Remedy. In the event the Property Owner (a) fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise 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 affect 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 Recitals. The above Recitals are incorporated herein by this reference.

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"  
Neighborhood Congregational Church,  
a corporation

By Henry G. Hansen  
Henry G. Hansen, Designated Agent

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 24 day of May, 2006 by Henry G. Hansen, Designated Agent of Neighborhood Congregational Church, a corporation.

My Commission Expires:  
9/21/09

Jodie Brown  
Notary Public



CITY OF PHOENIX, a municipal  
corporation  
FRANK FAIRBANKS, City Manager

By Barbara Stocklin  
Barbara Stocklin, Historic Preservation Officer

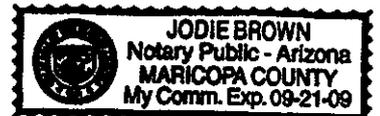
STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 26 day of June, 2006, by Barbara Stocklin, Historic Preservation Officer.

My Commission Expires:  
9/21/09

Jodie Brown  
Notary Public

2006 JUN 10 PM 1:42  
CITY CLERK



ATTEST:  
Clara D. ...  
City Clerk

APPROVED AS TO FORM:  
Margaret Wilson  
ACTING City Attorney



**EXHIBIT "A"**

**South Mountain Community Church  
717 East Southern Avenue  
Phoenix, Arizona 85040**

That part of the Northwest quarter of Section 33, Township 1 North, Range 3 East, G&SRB&M, described as follows:

BEGINNING at the Northwest corner of said Section 33;  
thence South along the West line of said Section 33 a distance of 247 feet to the Northwest corner of the tract known as "Neighborhood House" tract;  
thence East a distance of 241 feet to the Northeast corner of said tract;  
thence North a distance of 246.5 feet to the North line of said Section 33;  
thence West along said North line a distance of 241 feet to the POINT OF BEGINNING;  
EXCEPT the North 42 feet thereof; and  
EXCEPT the West 42 feet thereof; and  
EXCEPT that part thereof described as follows:  
BEGINNING at the Southeast corner of said North 42 feet of said West 42 feet;  
thence Easterly along the South line of said North 42 feet a distance of 17 feet;  
thence Southwesterly to a point in the East line of said West 42 feet which is 17 feet Southerly of the POINT OF BEGINNING;  
thence Northerly along said East line a distance of 17 feet to the POINT OF BEGINNING.