



LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

City of Springfield

INTEROFFICE MEMORANDUM

DATE: July 11, 2014

RE: Landmarks Board meeting

Please, find attached the agenda for the Landmarks Board meeting on **July 16, 2014**. A tour will be held on Wednesday afternoon at 4:30 p.m. We will meet in front of the Busch Municipal Building.

A handwritten signature in dark ink, appearing to read "Daniel Neal". The signature is fluid and cursive, written over a horizontal line.

Daniel Neal
Senior Planner

Landmarks Board

City of Springfield - Historic City Hall - Council Chambers
830 Boonville Avenue

July 16, 2014

5:30 p.m.



Laurel Bryant
Real Estate Representative
Chair

Monica Stegall
Commercial Street
Representative
Vice-Chair

David Eslick
Historian Representative

Ann Bayliff
At-Large Representative

Len Eagleburger
At-Large Representative

Gary Bishop
Walnut Street Representative

David Brown
Mid-Town Representative

Joel Thomas
Architect Representative

Nancy Crandall
At-Large Representative

- I Roll Call**
- II Minutes**
 - A. None**
- III Unfinished Business**
 - A. Certificate of Appropriateness**
 - 1. 1040 E. Walnut: Rehabilitate existing and construct a new structure**
 - 2. 1046 E. Walnut: Rehabilitate existing and construct a new structure**
 - 3. 1144 E. Walnut: Rehabilitate existing and construct a new structure**
 - B. Certified Local Government Review**
 - C. Pre-Application Review**
- IV New Business**
 - A. Certificates of Appropriateness**
 - 1. 500 E. Walnut: Demolish historic carriage house**
 - B. Certified Local Government Review**
 - 1. National Historic Site: McDaniel Building, 316 Park Central West**
 - C. Pre-Application Review**
- V Communications**
- VI Reports**
 - A. Report on committees**
 - 1. Application**
 - 2. Demolition**
 - 3. Historic Sites and Districts**
 - a. Mid-Century Modern – Potential Historic Structures**
 - b. Ozarks Rock Structures Survey**
 - 4. Communications**
 - 5. Awards and Recognition**
 - 6. Design Guidelines**
 - B. Administrative approval of C of A's**
- VII Any other matters that fall under the jurisdiction of the Board**
- VIII Adjournment**

Note: In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's office at 864-1443 at least 3 days prior to the scheduled meeting.



LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

WALNUT STREET URBAN CONSERVATION DISTRICT – WEST

DATE: June 26, 2014

PROPOSAL:

Rehabilitation of Existing Structure:

1. Repair or replace existing siding with material in-kind to original and repaint.
2. Repair or replace all windows in-kind to original or to meet current building code safety egress guidelines with a wood sash window. Discuss possibility of using exterior storm windows on existing windows.
3. Repair or replace existing porch rails, pillars and spindles in-kind to original and repaint to match.
4. Repair or replace trims, corners and band boards in-kind to original and repaint to match.
5. Repair or replace gutters and downspouts retaining historic elements in the front and side of building. At the rear of the building, where gutters and downspouts do not exist, install new using materials in-kind to front and sides.
6. Repair and replace roof with new decking and shingles in-kind to existing.
7. Repair or replace the soffits, fascia and moldings in the rear of the structure in-kind to the front and sides with wood like material, cresting, molds, medallions, trim and decorative elements.
8. Remove/demolish rear awnings that do not contribute to the historic structure.
9. Replace non-contributing door(s) on the rear elevation with new wood door(s).
10. Repair existing chimney or remove it if unsound structurally.

Other Site Work:

1. Repair or replace all walkways, curbs, steps or walls that are damaged or missing sections in-kind to original.

2. Add and/or stripe new parking spaces at the rear of the lot to meet current off-street parking requirements.
3. Remove existing fencing in rear yard
4. Remove/demolish existing dilapidated brick outbuilding

New Construction of Duplex:

1. Construct a new detached duplex structure behind the existing historic structure as shown on attached site plan and described in attached narrative.
 - a. LP Smart Side textured product lap series for siding, trim and fascia
 - b. Vinyl windows
 - c. Steel doors with lighting pattern
 - d. Metal gutters and soffits
 - e. Roof line will not exceed height of current structure and materials will match historic structure in type.
 - f. Walkways, curbs, steps or walls
 - g. Fencing
 - h. Parking & driveways

BACKGROUND:

LOCATION: 1040 E. Walnut Street

APPLICANT: Roza Capital Group, LLC c/o Brandon Dickman (under contract)

RECOMMENDATION:

Staff recommends **approval** of this request, however, the Landmarks Board will need to determine if the new structure and the proposed materials are compatible with other structures in the area without imitating historic building styles.

FINDINGS:

1. The house at 1040 E. Walnut St. is considered a contributing structure in the Walnut Street National Historic District and Walnut Street -West Urban Conservation District.
2. The proposed rehabilitation work is consistent with the Walnut Street Urban Conservation District –West requirements and Walnut Street Historic District Design Guidelines.
3. The size and roofline of the proposed duplex is compatible with massing and scale of the historic structure and will not be easily viewable from Walnut Street.

4. The proposed vinyl windows on the new structure may be inconsistent with the Secretary of Interior's Standards for Rehabilitation and Walnut Street Design Guidelines. Though, the application of vinyl products is not mentioned in the New Construction section of the design guidelines. The proposed steel doors may have similar issues.
5. The Secretary of Interior Standards for Rehabilitation state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
6. The applicant does not currently own the property, but is under contract to purchase it under certain conditions.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
1040 E. Walnut Street

APPLICANT'S PROPOSAL:

The applicant is proposing to rehabilitate the historic structure and construct a new detached duplex behind it as shown on attached photo's, drawings and product literature.

STAFF COMMENTS:

1. All of the proposed exterior renovations to the existing historic structure follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation except the possible removal of the chimney. The Landmarks Board will need to determine whether the removal of the chimney is an option for the applicant or if the chimney is an important characteristic of the structure that should be repaired or replaced. If the chimney is determined to be structurally compromised, alternatives can be discussed between the applicant, BDS and the board. Staff does not object to the demolition of the existing brick outbuilding since it is not contributing to the historic district.
2. The proposed duplex is permitted in the R-HD, High-Density Multi-Family Residential District and Walnut Street-West Urban Conservation District. The proposed residential densities are comparable if not less intense than the apartments in the existing structure. The new construction, detached duplex, appears to follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards by being located behind the historic structure, not overpowering the historic structure and not creating any false historic appearances. The new materials proposed should differentiate the historic from the new. After reviewing the guidelines and applicant's submittal, staff believes the proposed duplex is harmonious in scale to the historic structure and does not detrimentally affect the view from Walnut Street.
3. While the Walnut Street Design Guidelines regarding new construction does not specifically prohibit vinyl windows, the Secretary of Interior's Standards recommend materials that can be found within the same period in which the structure was built or a prominent era. The proposed steel doors may have the same issues. Staff supports all other proposed exterior changes.
4. The applicant has met with Building Development Services prior to the submittal of the Certificate of Appropriateness to verify general compliance with the Zoning Ordinance and building codes Building Development Services state that based on the window sizes shown there are a number of windows that will not meet the emergency egress requirements of the code if located in the bedrooms. These will have to be enlarged to meet the code requirements. This review does

not include any building or site plan review for the purposes of obtaining the required building permits.

5. Public Works Traffic Division reviewed the proposal and had no issues with the request.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Walnut Street UCD, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
1040 E. Walnut Street

PERTINENT SECRETARY OF THE INTERIOR'S STANDARDS (FOR REHABILITATION)

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

PERTINENT WALNUT STREET DESIGN GUIDELINES

NEW CONSTRUCTION:

The following guidelines apply specifically to new construction proposals:

1. Building height should be no taller than its tallest neighbor. On a corner lot, building height should match the majority of structures in all directions.
2. Maintain the same proportions in new construction as in the existing structures in the district in: width to height, foundation to wall, void to solid, porches to structure, roof to wall and structure to yard.
3. Roofs should be of similar slope and shape as those existing in the district. Generally, flat, mansard, and shed roofs are not appropriate.
4. New construction should not detract from the continuity of the streetscape. A uniform setback line should be maintained. If a building must be built behind the uniform setback line, low walls or plantings should be used to maintain alignment. No structure or addition should be built that projects beyond the uniform setback line.
5. New structures should have the same directional emphasis as other structures within the block.
6. Building components and design elements should be similar in size and shape to those already within the district.

WINDOWS:

The Applicant Should Consider:

1. Retaining all original windows in place.

2. Repairing the original window or, if not feasible,
3. Replacing the window in kind, recognizing the importance of sash type, size, muntins, mullions, and glass.
4. Using interior or exterior storm windows that match size, meeting rails, and heads of the original windows.
5. Using clear glass.
6. Installing “greenhouse” windows and skylights on side and rear elevations.

The Applicant Should Avoid:

1. Altering the size or type of windows.
2. Changing the location of windows.
3. Partially or wholly blocking windows.
4. Using glass that isn’t clear unless colored or stained glass is historically documented or appropriate.
5. Installing “greenhouse” windows and skylights on principal elevations.

SIDING:

The Applicant Should Consider:

1. Retaining the historic siding.
2. Repairing the historic siding or, if not feasible,
3. Replacing in kind.

The Applicant Should Avoid:

1. Removing any original or historic material.
2. Covering with any artificial material.
3. Painting unpainted surfaces.
4. Using abrasive cleaning for paint removal or to clean unpainted masonry.
5. Using chemical sealers.

ORDINANCE REVIEW

In addition, General Ordinance No. 3549 & 3560, which created the Walnut Street Urban Conservation district-East states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District (UCD) or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
1040 E. Walnut Street

ARCHITECTURAL SIGNIFICANCE:

1. The architectural survey that was completed on this property stated the following:

Hip dormers on the north and south roof faces. Projecting house roof eaves with simple cornice and frieze board which doubles as the head to the window openings at the second story. Three bay façade with one over one window sash in all windows. The corner boards on the house have a simple bead running the length. One story hipped porch runs the entire length of the front elevation. Over the entry in the first bay there is a gabled pediment on the porch with a continuous cornice. The face of the pediment is covered with butt shingles. Narrow round wooden columns with Tuscan capitals support the porch. The porch structure is of wood. Most of the porch has been filled in to add a room to the first story. The window originally opening onto the porch was moved to become the center window of this addition. All window openings on the side and rear elevations have a simple narrow moulding applied to the windows heads. On the rear is a one-story hipped roofed sun porch with multiple windows which appears to be original.



Application for Certificate of Appropriateness

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed: _____

Received By: _____

Review:

- ☐ Administrative
☐ Landmarks Board

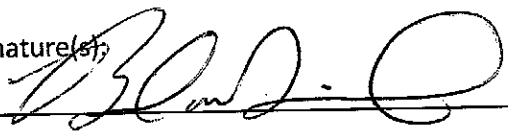
The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):



Date:

6/12/14

Please type or print name(s) clearly:

Brandon Dickman

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

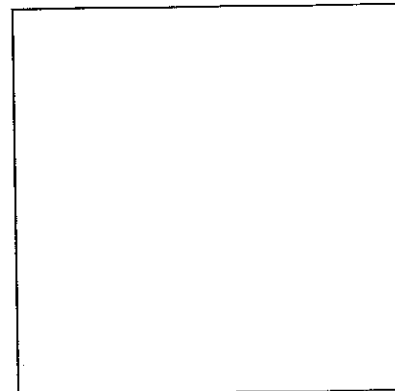
Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 1040 East Walnut, Springfield, MO 65803

APPLICANT INFORMATION:

2. Name of current property owner: Roza
If corporation: Corporate Official: Brandon Dickman
Mailing Address: 1031 East Battlefield, Ste 115B, Springfield, MO
Zip Code: 65807 Telephone: 417-763-3131 Fax: 417-763-3131
E-mail: BrandonD@rozahomes.com



(Corporate Seal)

3. AUTHORIZED REPRESENTATIVE:

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Brandon Dickman

Signature: _____

Mailing Address: 1031 East Battlefield, Ste 115B, Spfld, MO Zip Code: 65807 Fax: Above

Telephone: 4177633131 E-mail: BrandonD@RozaHomes.com

4. **BUILDING DEVELOPMENT SERVICES DISCUSSION:** (Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)

Date of discussion: 6-12-14

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|---|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☒ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☒ New Construction (1, 2, 3, 7) | ☒ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☒ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☒ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans
2 – Elevations
3 – Photographs
4 – Sample of materials to be used

5 – Product literature
6 – Drawings
7 – Exhibit C – Why proposed work should be approved
8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

See Attached Documents- Thank You

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

See Attached Documents- Thank You

1040 E Walnut (Blue)

Existing Structure proposal

Zoning:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each we have a lot of 50x225 totalling 11250 sq ft of land to use-Current Use is 3 apartments and our proposed is 2 duplexes totalling 4 units.

Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

Architecture

- ☐ Driveways runs between properties off of Walnut street access, as well as entry from back alley way, common for most properties backing to that alley, per traffic department review it is approved for backing into the right away and no additional stress will be put on alley way from the current usage ratio of people
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof replacement is necessary with like colored and material asphalt shingles to repair leaks and damaged areas
 - ☐ Rear area of rotted additions made to the structure are not sound in the support and needs removed; the repair of the back soffits and fascia and moldings will be matched to the existing sides and front of home with wood like material, cresting, molds, medallions, trim and decorative elements
- ☐ Gutters
 - ☐ Retaining Historic elements of the drainage in the front and sides of the property, or at least the look of that system, in back of property update where gutters don't exist from proper drainage with like materials
- ☐ Siding on entire existing structure will be scraped and repaired or replaced with like material sample available and pictures to follow-and fresh coat of paint---back of structure where add ons are rotted, replace with like material and paint to match
- ☐ Trim, corners, and band boards remain the same scrape and paint, replace any rot with new wood of like size and shape and paint
- ☐ Windows
 - ☐ All original windows that are not in working order for safety with be replaced with same size or size to meet safety egress guidelines for current code with a wood sash window to maintain the era
- ☐ Porches-rails and spindles will be replaced with like pieces where they are missing or damaged
- ☐ Outbuildings is not part of historical district and will be removed for safety- per recommendation of Chris Straw with Dangerous Building City of Springfield

New Structure proposal in Rear:

Zoning and Lot Size:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each; we have a lot of 50x225 totaling 11250 sq ft of land to use---referring to planning and zoning it is Residential High Density and can accommodate Duplexes, thus leading to a proposal refer to site plan of new structure in rear as duplex; looking similar to both neighbors on each side for directional appearance, following all set back guidelines set for by planning and zoning as well.

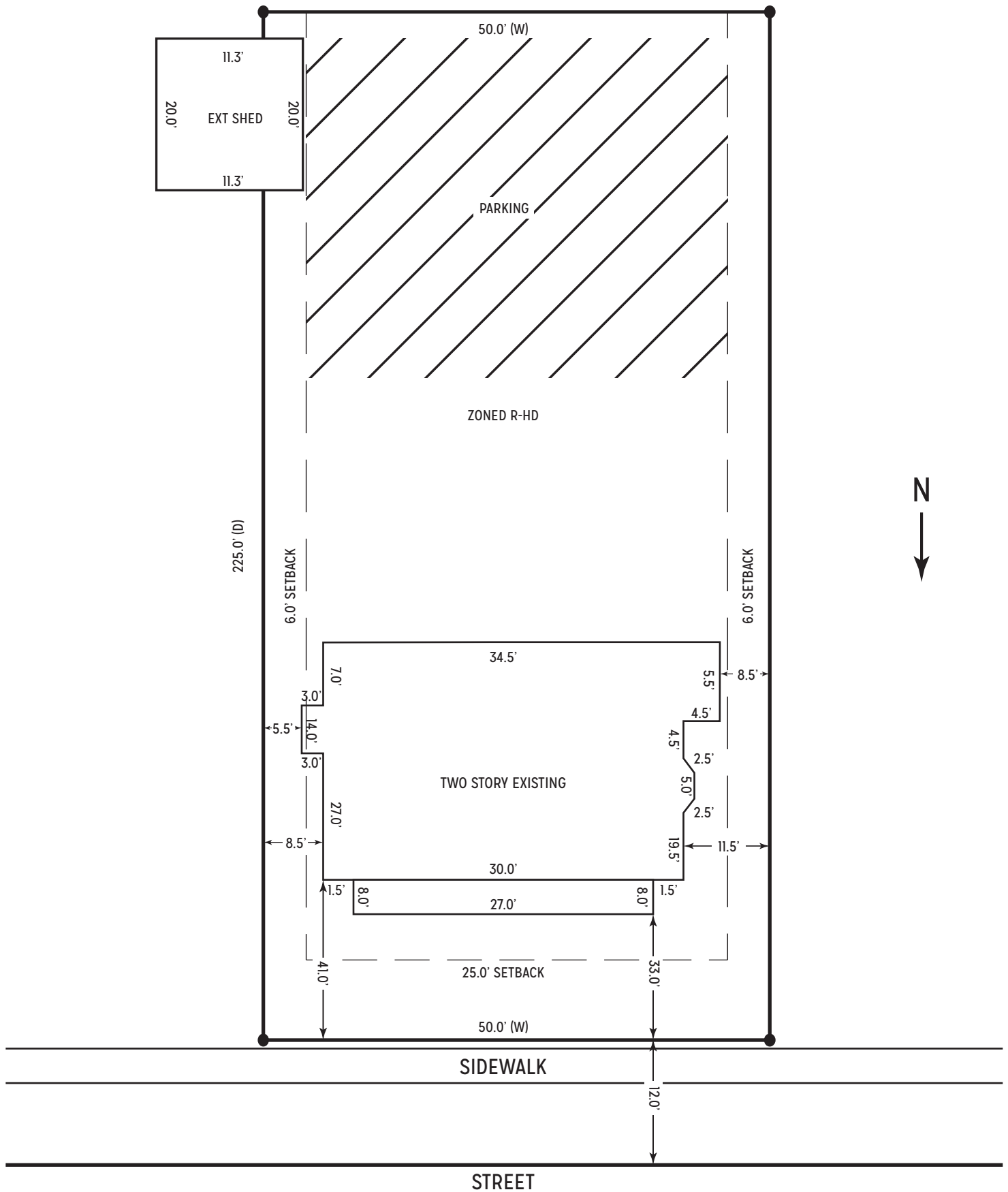
Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

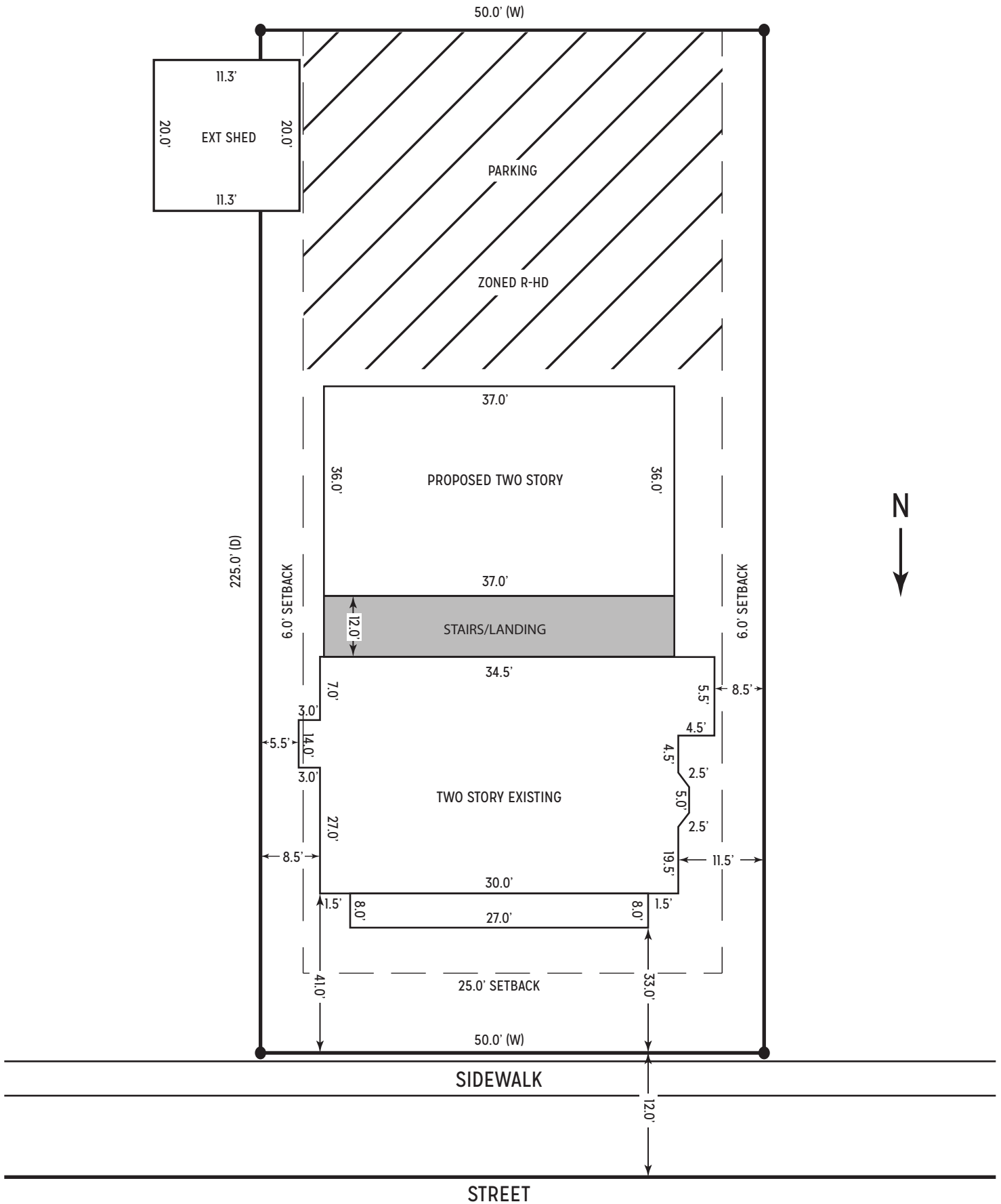
Architecture

- ☐ Driveways runs between properties as well as entry from back alley way, common for most properties backing to that alley
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof line will not exceed height of current structure and shingles will match existing structure in type, but will be its own separate roof line not attached to existing structure.
- ☐ Gutters, soffits, will be metal on sides and rear
- ☐ Siding, trim, and fascia on entire existing structure will be wood LP Smart Side textured product lap series; samples and pictures to follow in a 6 inch design to stay compatible and sympathetic to the historical look, but contemporary in spirit, and a much more sustainable product.
- ☐ Windows in new structure not seen from Walnut street will be a standard vinyl energy efficient window.

EXISTING PROPERTY SITE PLAN
1040 E WALNUT ST
SPRINGFIELD, MISSOURI



PROPOSED PROPERTY SITE PLAN
1040 E WALNUT ST
SPRINGFIELD, MISSOURI



Zoning Districts

- Residential Single Family
- Residential Town House
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Manufactured Home
- Office District 1
- Office District 2
- Government/Institutional
- Planned Development
- Limited Business
- General Retail
- Highway Commercial
- Commercial Services
- Center City
- Commercial Street Zone 1
- Commercial Street Zone 2
- Restricted Industrial
- Light Industrial
- General Manufacturing
- Heavy Manufacturing
- Industrial Commercial
- County District

Table of Content

R-HD

ONE PARKWAY PLACE

1040 E WALNUT ST

Owner Name: ZX NEWTECH LLC

Owner Address:

Parcel Number: 881324112012

Legal Description: SMITHS ADD E ADD
LOT 13

Zoom to

MAGERS TRUST - ADMIN REPLAT

SMITH'S, A.E. ADD

GR



1040 E Walnut St
Elevation Photo

1040 E Walnut St Elevation Photo

Peak
37' 5"

Eve
22' 0"

Porch
12' 6"

Porch
3' 0"

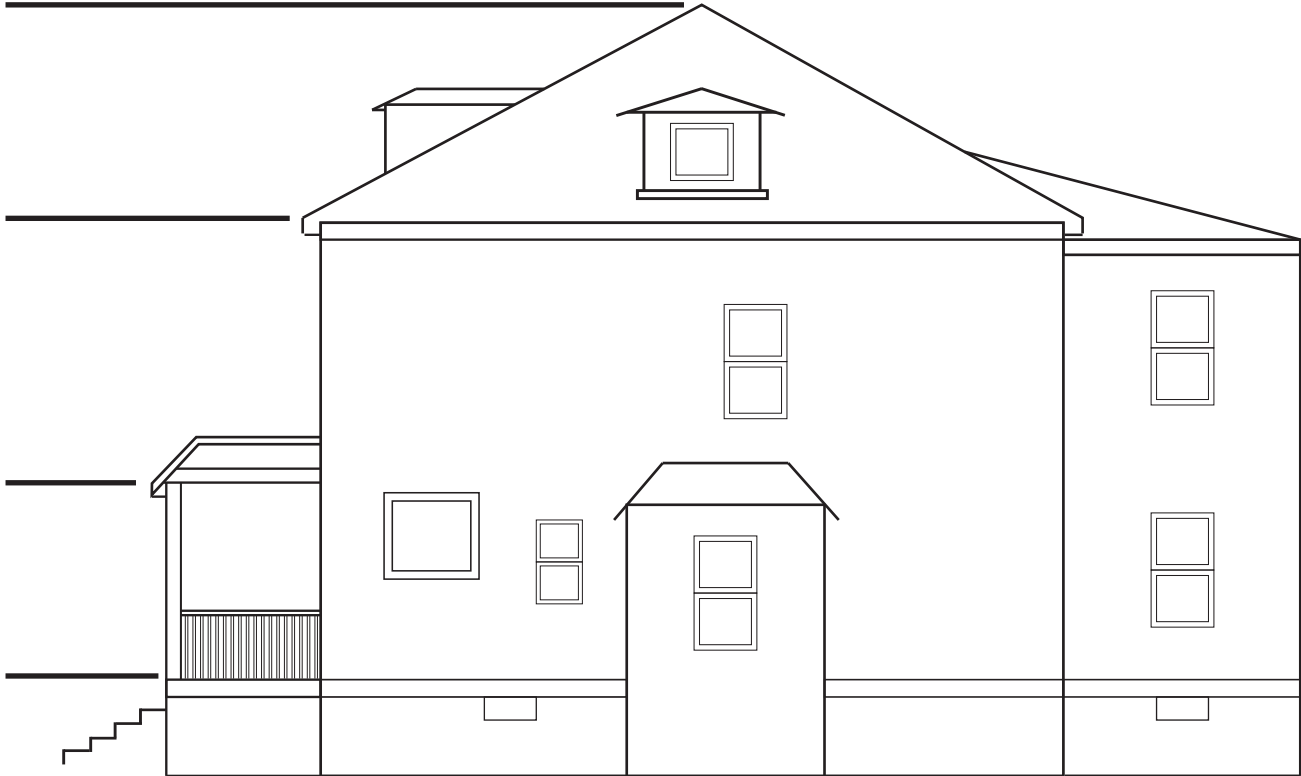


Peak
37' 5"

Eve
22' 0"

Porch
12' 6"

Porch
3' 0"



1040 E Walnut Preservation



Existing Front of House



Existing Back of House



On damaged pillars -
will replace column
and base molds with
WOOD when needed

Several options
to replace
missing spindles,
Can have milled
to match at wood
working shop

Keep existing
trim work on ALL
windows. If damaged
replace pieces with
matching new trim work

May need to structurally
support this area with
foundation to match existing

Keep existing gutter
system and historic
S and fascia

New WOOD Material Options:





Alter back to original look without 2x4 supporting awning

Aluminum windows don't meet egress, will need to update size to meet code regulations.
Will replace trim to match existing historic trim look on property with wooden sash windows.

Will keep chimney if structurally safe to preserve historic look

Remove window unit, install central heat and air through out house

On damaged pillars - will replace column and base molds with WOOD when needed

Repair/replace damaged concrete steps and repair/replace missing brick painted decorative edging

Several options to replace missing spindles, Can have milled to match at wood working shop



Will refinish/replace any wooden steps and porch flooring that has rotted away with matching wood product



Aluminum windows don't meet egress, will need to update size to meet code regulations. Will replace trim to match existing historic trim look on property with Wooden sash windows.



Will remove non-historic random chain link fencing in back yard

1040 E Walnut
Proposed New Construction
Elevations



Existing

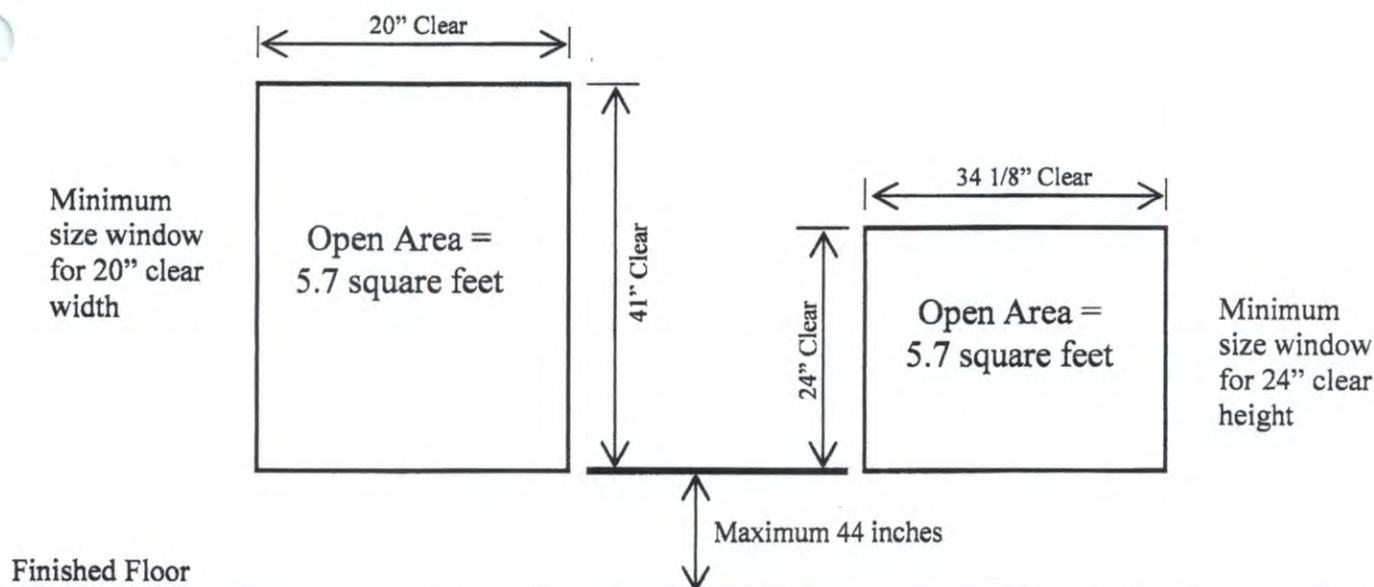
12' 0"



New



Egress Window Requirements



Width	20	20.5	21.5	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27
Height	41	40	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31	30.4

Width	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34	34.2
Height	29.8	29.3	28.5	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.1	24

Each level must have at least two remotely located means of egress. In addition, all rooms used for napping must have at least two means of egress. One of the means of egress must be a door, and the other can be a window or another door. Windows being used for egress must meet the following criteria:

- Minimum size to be **5.7 Square Feet of clear opening**. The opening cannot be less than **24 inches** in height or less than **20 inches** in width.
- Maximum sill height to be no more than **44 inches** from the floor.
- Exits must be remotely located from each other. This means that the distance between the two exits must be equal to or greater than half the diagonal distance of the space occupied in order to minimize the possibility that both exits will be blocked off by a fire or other emergency condition.
- A written emergency evacuation plan must identify the use of emergency egress windows.
- Windows and their hardware must be maintained and in good repair at all times.
- All exits must be unobstructed at all times:
 - Storm windows are not to be used on Emergency Exit Windows.
- In an emergency, all occupants of the day care facility must be able to escape from the home or building in a safe and timely manner.

1040 E Walnut (Blue Prop)
Window Sizes for Bedroom Egress

Location	Pass/ Fail	Min: 20"	Min: 24"	Min= 820.8	Min: 5.7'	Max: 44"
		Width	Height	Total Sq Inches	Total Sq Feet	Height off Floor to window
	1st Floor					
Front	Pass	47	29	1363	9.5	Y
Side	Pass	35	30.5	1067.5	7.4	Y
Side	Fail	35	21.5	752.5	5.2	Y
Side	Fail	35	15.5	542.5	3.8	N (@ 44")
Side	Fail	34	20	680	4.7	Y
	2nd Floor					
Front	Pass	47	32	1504	10.4	Y
Side	Pass	35	32	1120	7.8	Y
Side	Fail	29	22.5	652.5	4.5	Y
Side	Pass	35	31	1085	7.5	Y
Side	Pass	31	32	992	6.9	Y

Proposed Materials

Preserving Existing Structure

Wood Window/Sash

The screenshot displays the JELD-WEN website's product page for the W-2500 Wood Double-Hung Window. The page features a large image of the window on the left, with navigation tabs for 'WINDOWS', 'EXTERIOR DOORS', 'INTERIOR DOORS', and 'PATIO DOORS'. The right side includes a sidebar with 'Options' (Model, Grille Design, Wood Options) and 'WAYS TO BUY THIS PRODUCT' (Request a Consultation, Find a Store). The bottom section contains a 'Product Overview' tab, a list of features, and a 'HAVE A QUESTION?' section with a contact button.

JELD-WEN
WINDOWS & DOORS

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window

W-2500 WOOD DOUBLE-HUNG WINDOW

Options View Product Details for more options Price Range: \$

Model
Standard Interior

Grille Design
No Grille

Wood Options

WAYS TO BUY THIS PRODUCT

REQUEST A CONSULTATION FIND A STORE

Product Overview Design Options Glass Options Build & Installation Tech Documents

Built from Aurelast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- Color Options: 7 clad exterior colors, 10 wood interior finishes
- Wood Options: pine interior
- Glass Options: energy efficient, protective, textured
- Hardware Options: Window Opening Control Device (WOC) option available
- Divided Lites: simulated divided lites, full-surround wood grilles, grilles between the glass, 3 grille designs
- Maintenance Level: moderate
- Project type: new construction and replacement
- ENERGY STAR® Qualified Options: yes
- Sustainable Solutions: Aurelast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Aurelast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?
Our customer service team is happy to assist you

CONTACT US

Wood Column and Base Molding



Spindles for Porch



Siding

Replacement Siding 1



Replacement Siding 2



Shingles

THE HOME DEPOT

More saving. More doing.

Shop By Department

Search All

Project: How-To

Sign In or Register Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF Model # 0600000

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles

\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up, Today

100% In stock at:
Springfield, MO #3012
Change Pick Up Store

1 ADD TO CART SAVE TO MY LIST

IN STOCK AT YOUR LOCAL STORE

Springfield, MO #3012
Springfield, MO 65804
Change Pick Up Store

100% In Stock
Aisle 22, Bay 065

Print Share Email

New Construction

Not Seen From Street View

Wood Window/Sash

Sign In | Contact Us 800.536.3938

[WINDOWS](#) | [EXTERIOR DOORS](#) | [INTERIOR DOORS](#) | [PATIO DOORS](#) | [PLANNING & PROJECTS](#) | [PROFESSIONAL](#) | [PRODUCT SUPPORT](#)

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window [FIND A STORE](#) [MY PROJECT \(0\)](#)

W-2500 WOOD DOUBLE-HUNG WINDOW

[Like](#) 0 [Pin it](#) [Share](#) [+ ADD TO MY PROJECT](#) [+ PRINT](#)



Options [View Product Details for more options](#) Price Range: \$ 

Model
Standard Interior 

Grille Designs
No Grille 

Wood Options 

WAYS TO BUY THIS PRODUCT

[REQUEST A CONSULTATION](#) [FIND A STORE](#)

[Product Overview](#) | [Design Options](#) | [Glass Options](#) | [Build & Installation](#) | [Tech Documents](#)

Built from Auralast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

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- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?

Our customer service team is happy to assist you

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Wood LP Smart Siding, Trim, Soffit and Fascia Paintable Siding





SMARTSIDE®

TRIM & SIDING

THE NATURAL LOOK OF CEDAR WITHOUT THE COST

- ONE OF THE MOST DURABLE LAP SIDING OPTIONS IN THE MARKET TODAY
- AVAILABLE IN 6 IN., 8 IN. AND 12 IN. WIDTHS
- 16 FT. LENGTH RESULTS IN FASTER INSTALLATION
- UP TO 33% FEWER SEAMS THAN TRADITIONAL 12 FT. SIDING
- PRE-PRIMED FOR EXCEPTIONAL PAINT ADHESION
- SELF-ALIGNING SMARTLOCK™ OPTION INSTALLS STRAIGHTER, FASTER AND MORE EFFICIENTLY
- TREATED WITH OUR PROPRIETARY SMARTGUARD® PROCESS TO HELP PREVENT ROT AND TERMITE DAMAGE
- THE SILICA-FREE STRAND SUBSTRATE WORKS AND CUTS JUST LIKE REAL WOOD, NO SPECIAL TOOLING REQUIRED

LP Siding
5/50 YEAR WARRANTY

LP SMARTSIDE SMARTLOCK LAP SIDING



LP SMARTSIDE 76 SERIES LAP SIDING



LP SMARTSIDE 76 SERIES LAP SIDING



Incredible
durability,
outstanding
performance,
lasting
beauty

SmartSide
Trim & Fascia
Textured Trim



Shingles

PRO SITE



More saving.
More doing.

(Change)

Shop By
Department ▾

Search All ▾
What can we help you find?

Project: How-To ▾

[Sign In](#) or [Register](#)
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Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF

Model # 0600900

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles



\$29.90 / bundle

Bulk Price Discount Available +

Pick Up In Store **FREE**

Available for Pick Up: Today

169 In stock at
Springfield, MO #3012
[Change Pick Up Store](#)

1

ADD TO CART

SAVE TO
MY LIST

 **IN STOCK AT YOUR LOCAL STORE**

Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#) +

169 In Stock
Aisle 22, Bay 005



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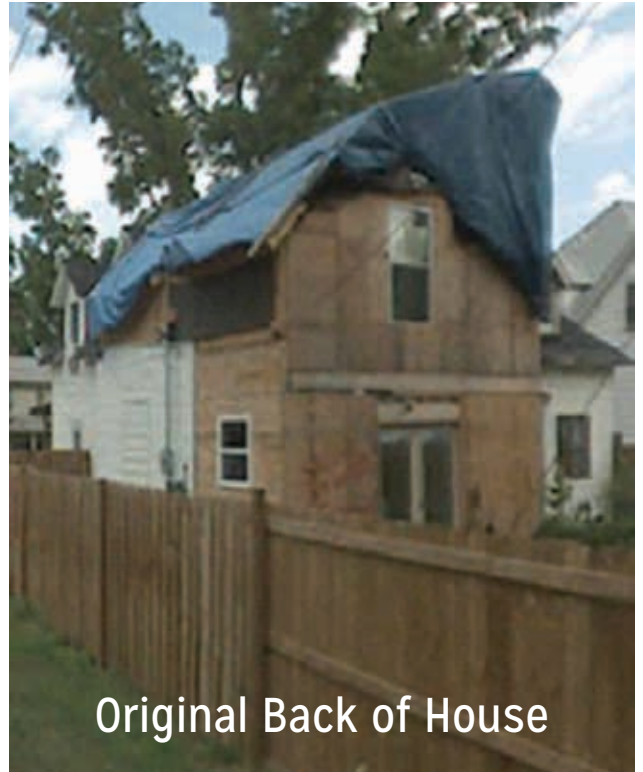
Previous Restoration Projects

Roza Capital Group is proud to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of the area and its neighborhoods.

Walnut Street - Gingerbread Home



Original Front of House



Original Back of House



Restored Home

This home was previously on the dangerous building list and sat empty for 10+ years. With in 10 weeks we had turned this shell of house back into a beautiful ornate home.

Main Street - Parade of Homes Honoree



Original Front of House



Original Back of House



Restored Home

This beautiful Victorian home was scheduled for demolition due to years of neglect.

Upon restoration, 9 months later, this home was nominated as a featured spot on the Parade Of Homes Tour and received outstanding reviews.

Agent Detail Report

Property Types: Multi-Family, Residential Transaction Type: Sale Status: Listing Date: Listing Agent: (512005787) Daniel Hou

Listings as of 04/09/14 at 6:06pm

Active 05/02/13	Listing # 1306130	1040-1046 E Walnut St#6 Springfield, MO 65803	Listing Price:
	County: Greene	Cross St: National	
	Prop Type	Multi-Family	Prop Subtype(s)
	Region	SE - SE1	Subdivision
	Age	Over 50 years	Duplex/Triplex, Four
	Beds		Country Club West
	Baths(FH)		
	Year Built	1903	
	Tax ID	811324112011	Lot Acres (approx)
	Occupant	Vacant N/A	Phone to Show
	Owner Name	New ZXtech LLC.	417-234-8201
	DOM/CDOM	239/239	Showing Instr. Phone to show

Directions: Driving on National north, left turn onto E Walnut street. The houses are on left.
Marketing Remark: These two houses are unique homes in a great location. The new apartments can be added in the back yards. They are good investment properties for all kinds of business purpose. Seller are motivated, so bring in offers!

Listing Agent: Daniel Hou (ID:512005787) Primary:417-234-8201 Secondary:417-823-2300 Other:417-823-2300, FAX: 417-823-9645
Listing Office: Murney Associates - Primrose (ID:512000166) Phone: 417-823-2300, FAX: 417-823-9645
Agreement Type: Excl.Right to Sell **Listing Date:** 05/02/13

Sub Agency3% Buyer Agency3% Transaction Broker0

Unit Mix	No
Alternate Listing	No
Measurements	
SQFT Provided By:	Assess
Lot Size Provided By	Assess
Apx Year Built	1903
Sq.Ft.Fin.+Unfin.	Not Applicable
Apx Lot Size (Acres)	Not Available
How to Show	Appointment Only
LB Type	GSBOR
Inside City Limits	Yes
Keywords	
Zoning	Commercial
Property Features	
Historical Dist	Yes
Rec/Bank Owned	No
Unit Features	All Units
Building(s)	Two Buildings
Flood Insurance	Not Required
Parking	Paved Area, Street
Possession	At Closing
Roof	Composition
Sign on Property	Yes
Streets	Asphalt
Utilities	City, Electricity, Gas, Sewer
Water & Sewer	City Water, City Sewer
Will Sell	Cash, Conventional
Real Estate Tax	987.54
Tax Year	2009

Handwritten: 22/100 GWR JHS

Presented By: Dixie Vaughn / Home Team Property, LLC Phone: 417-521-8833
 Featured properties may not be listed by the office/agent presenting this brochure.

Property listing information (e.g. size, dimensions, condition or features) is obtained from owner, public records, or other sources. Agent/Broker believes information is reliable, but makes no representations or warranties, expressed or implied, as to its accuracy. Users bear all risk for errors or inaccuracies, and should independently verify information through personal/professional inspection. Broker may not have reviewed or approved listing enhancements. © 2014 MultiList Service Of Springfield Realtors, Inc.

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U.S. Patent 6,910,045



REAL ESTATE CONTRACT

Page 1 of 9



R100 Rev. 02/2010

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1. **PARTIES:** This Contract is made by and between
 Rosa Homes LLC (Buyer) and
 New 7xtech LLC (Seller), and is effective
 as of the date and time defined in paragraph 23 (the "Effective Date").

2. **PROPERTY:** For the consideration hereinafter set forth, Buyer agrees to purchase and Seller agrees to sell the real property
 commonly known as
 10410 + 10416 E. Walnut St. Springfield, MO 65803
 (address) (city) (county) State of Missouri.

(check applicable provisions)

☒ See attached Legal Description (parties to date and initial); or ☐ Legal Description:

see title

together with all attached improvements and fixtures located on the property, and the following items included in the sale

but excluding the following items which are not being sold

all of which is, except exclusions, the "Property" in this Contract.

3. **PRICE:** The sale price to be paid by Buyer to Seller, excluding costs as hereinafter provided, is (\$ [redacted]) which Buyer agrees to pay as follows:

(check applicable provisions) ☐ Cash ☒ Check ☐ Earnest Money Note

☒ Earnest Money from Buyer in the form of [redacted] to be deposited or held pursuant to paragraph 4 hereof, upon contract acceptance, in the amount of \$ [redacted] (Earnest Money Note to be paid by Buyer at closing in cash or certified funds, unless otherwise provided.)

☒ Buyer obtaining financing in accordance with attached **Financing Addendum**, in the amount of \$ [redacted]
☐ Buyer's payment of balance of sale price in cash or certified funds, which includes Earnest Money Note, if any, at

closing in the amount of \$ [redacted]
 (Amount to be adjusted at closing to reflect loan fees, title company fees, prorations, closing costs and other similar fees and expenses.)

4. **EARNEST MONEY:** Earnest money shall be deposited by selling broker with Home Team Realty (selling broker's escrow or trust account if blank) (the "Escrow Agent") within 10 banking days after the Signature Date. Escrow Agent may deposit in an account insured by the FDIC with interest, if any, paid to Escrow Agent. If the transaction is closed, the Earnest Money shall be applied to Purchase Price or as directed by Buyer. If either party fails or refuses to perform, or if any contingency is not satisfied or waived, Escrow Agent shall not make a determination as to which party is entitled to the Earnest Money, and shall retain the Earnest Money in accordance with state law, until either: (i) Buyer and Seller have delivered joint written instructions regarding disposition to Escrow Agent; (ii) disposition has been ordered by a final court order; (iii) the broker deposits the Earnest Money with the court pursuant to applicable court rules or by the rules of any arbitration procedure; or (iv) if none of the above has occurred within 30 days of the scheduled closing, the Escrow Agent may pay the funds to the State Treasurer as provided in RSMo Chapter 339. Any

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Seller's Initials: GRH Seller's Initials: JHS Buyer's Initials: SD Buyer's Initials: _____

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REAL ESTATE CONTRACT

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R100 Rev. 02/2010

PROPERTY ADDRESS: 1640 & 1046 E. Walnut St. Springfield, MO 65803

attorneys' fees, court costs and other legal expenses incurred by Escrow Agent in connection with such dispute, shall be reimbursed from the Earnest Money funds or note deposited with Escrow Agent. If this Contract is canceled pursuant to its terms or if the Earnest Money or Earnest Money Note is to be forfeited, collected, or refunded, the parties agree that the amount distributed shall be reduced by any additional amounts due to, or unpaid charges incurred by, listing broker, selling broker, or Escrow Agent on behalf of the party receiving the funds, as hereinafter provided.

5. CONTINGENCIES NOT CONTAINED IN THE PRINTED TERMS OF THIS CONTRACT MUST BE SPECIFIED ON AN APPLICABLE ADDENDUM AND THE DATE FOR SATISFYING SUCH CONTINGENCIES, IF ANY, SHALL BE THE CLOSING DATE UNLESS OTHERWISE AGREED IN WRITING.

6. ADDITIONAL TERMS AND CONDITIONS: The following Addenda, if applicable, are attached and incorporated herein at the time of acceptance:

☐ Addendum ☐ Contingency for Sale and Closing of Buyer's Property ☐ Possession Prior to Closing ☐ New Home Repair ☐ Possession After Closing ☐ Contingency for Lead-Based Paint Testing ☐ Debt Holder Approval Contingency

☐ Other Contingencies:

7. CLOSING AND POSSESSION: The "Closing" is the delivery of the Seller's warranty deed for the purchase price paid by Buyer after all documents have been signed, and shall be see addendum (the "Closing Date"), unless otherwise agreed to in writing. Possession of the Property and keys to be delivered to Buyer no later than _____ o'clock _____ m. on (check one): ☐ day of Closing, ☐ _____ days after Closing, or ☐ _____ days prior to Closing. If Buyer is to take possession prior to closing, a Possession Prior to Closing form should be signed by all parties. If Seller is to remain in possession after the Closing, a Possession After Closing form should be signed by all parties. Seller acknowledges that sale proceeds may not be disbursed until the deed, and deed of trust, if applicable, have been recorded.

8. SALE DATA: Broker may provide sale data of this transaction, including sale price and property address, to the Greater Springfield Board of REALTORS® and its Multiple Listing Service, its members, members' prospects, appraisers and other professional users of real estate data.

9. PROPERTY INSPECTION/DUE DILIGENCE: General Provisions: Buyer may, at Buyer's expense, employ independent, qualified inspectors of Buyer's choice (and shall arrange for any inspections and testing required by a lender, if any) to perform inspections and testing provided below. Seller shall have all utilities turned on, and give Buyer and/or Buyer's representatives reasonable access to inspect the Property. If the property is new construction, the time periods in paragraph 9 shall commence upon Seller's written notice to Buyer that all construction is completed and ready for inspection. Buyer shall be responsible for all damage caused to persons or the Property resulting from such inspections. Any reference to "days" in Paragraph 9 shall mean calendar days. Buyer must provide Seller or Listing Broker with a written list of unacceptable defects/conditions as defined in Option (a) or (b) as applicable and a copy of the relevant inspection report (the "Defects Notice") within ten (10) days after the Signature Date (or such other period specified below for a Defects Notice), following which Seller shall have ten (10) days to notify Buyer in writing (the "Defects Response") if Seller is willing to correct such defects and conditions prior to the Closing Date, in whole or in part, or to make an allowance to Buyer for the cost of correction. If Buyer provides a timely Defects Notice and either Seller does not provide a timely Defects Response, or Buyer and Seller cannot within five (5) days after Seller's Defects Response agree upon the corrections and additional testing thereafter, and/or a Purchase Price adjustment therefore (the "Defects Agreement"), then Buyer may terminate this Contract by written notice to Seller or Listing Broker within twenty-four (24) hours after the deadline to reach a Defects Agreement. In the event Buyer's inspection report indicates a specialist is required for inspection of particular areas of the Property, Buyer may so indicate in the Defects Notice and receive an additional five (5) days in which to obtain a specialist's evaluation and to report those findings to the Seller (the "Specialists' Report"), but the Defects Notice must be provided by Buyer to Seller within the original period specified for any other conditions unrelated to the area which the specialist needs to examine. A Specialists' Report and related notice of defects must be provided to Seller within the 5-day period, and Seller does not have to respond to Buyer's original Defects Notice until 10 days after the additional 5-day Specialist Report deadline. If the Buyer does not actually obtain and provide a Specialists' Report after agreed to by Seller, then Buyer is deemed to waive any objections to such condition. In the event of timely cancellation of this Contract pursuant to Paragraph 9, if not disputed, Buyer's Earnest Money deposit shall be refunded to Buyer less any expenses incurred on Buyer's behalf, and neither Party shall have any remedy against the other for damages, costs, compensation

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REAL ESTATE CONTRACT

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R100 Rev. 02/2010

PROPERTY ADDRESS: 1040 - 1046 E Walnut St, Springfield, MO 65805

or otherwise. Any repairs or corrections undertaken by or for Seller pursuant to this paragraph shall be made in a workmanlike manner with good quality materials and completed prior to Closing, unless otherwise agreed in a written document signed by the parties, and Buyer acknowledges that restoration of cosmetic appearance following such repairs might not be possible. Any suggestion regarding use of, or arrangement for, inspectors or inspections shall not constitute a recommendation as to the skill, competence, or qualification of any Inspector(s), and Seller and Listing Broker shall have no liability to Buyer for the conduct of third parties providing inspection or testing services to Buyer. If neither Seller nor Listing Broker receives a written Defects Notice or termination notice in accordance with paragraph 9, then Buyer shall be deemed to have waived any termination rights hereunder, and shall proceed to Closing and accept the Property in its "As-Is" condition on the date of Buyer's offer, except for material damage caused by Seller after the Signature Date and prior to Buyer's possession, normal wear and tear excepted. Any reference to the "Signature Date" means the date of the last signature to the Real Estate Sale Contract. The parties' rights under paragraph 9 are detailed below. (MARK OPTION

(a) OR OPTION (b))

OPTION (a). Limited Inspection/Due Diligence: Buyer's inspections and testing are for the sole purpose of determining whether there are any material defects or conditions existing on the Property, in the categories designated in (1), (2), and (3) below, which are not readily apparent to the Buyer and would materially affect a reasonably prudent person's decision to complete the transaction contemplated by this Contract.

(1) **Wood-Destroying Organisms:** Buyer may obtain an inspection and report of the presence of current or past untreated infestation by termites, fungi and/or other wood-destroying organisms (a "WDO Report") from a reputable, licensed pest control firm of the accessible areas of buildings or structures on the Property, to determine the presence of current or past untreated infestation by wood-destroying organisms ("WDO"). Buyer must obtain and provide a WDO Report with a Defects Notice to Seller or Listing Broker at least ten (10), but no more than thirty (30), days prior to the Closing Date, and if the WDO Report indicates evidence of current or past untreated wood-destroying insect infestation, Seller agrees to pay for the usual and customary cost of having the Property treated for the control of the infestation by a reputable, licensed pest control firm. If a timely WDO Report also indicates evidence of other untreated wood-destroying fungi and/or other organisms, or evidence of damage to the Property resulting from any WDO, the general provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

(2) **Water/well/wastewater:** Buyer and/or Buyer's lender may arrange and pay for an inspection of the water/well, septic/sewer system, wastewater treatment system, sewer and water lines (a "Water/Sewer Inspection"). Any Water/Sewer Inspection must be conducted by a provider licensed/registered with the State or County Health Department, according to R.S.Mo 701.025 et seq., and 19 C.S.R. 20-3.060, and in compliance with applicable regulations and standards. Buyer must deliver to Seller or Listing Broker a written notice of Buyer's requirement of a Water/Sewer inspection within ten (10) days after the "Signature Date", after which Seller has ten (10) days to arrange and pay for the site preparation, including exposing a portion of the wastewater system. Any Water/Sewer Inspection must be completed and the Inspector's report provided to Seller or Listing Broker within thirty (30) calendar days after the Signature Date of the Contract, but in no event shall this take place later than five (5) calendar days prior to Closing Date. Seller shall arrange and pay for the refilling of all inspection sites to grade-level. If Buyer timely delivers a report and Defect Notice indicating that the water/well/wastewater treatment system is malfunctioning or otherwise not meeting the applicable governmental standards, then the general provisions above for a Defects Response and Defects Agreement shall apply.

(3) **Other Inspections:** Any other inspection/test desired by Buyer may only be to determine whether the Property has material defects/conditions that were not readily apparent to Buyer relating to: (i) the appliances, plumbing systems, electrical system, heating system, central air conditioning system, air conditioning units, and other mechanical equipment being sold with the Property; (ii) structural or environmental aspects, sink holes, and soil composition; and, (iii) such other inspections as specifically agreed elsewhere in this Contract. Material defects/conditions do NOT include non-conformity with current building codes and governmental regulations with which Seller is not required to comply; condition of interior and exterior paint (excluding presence of lead-based paint); weather stripping and sealing; caulking; minor defects, deterioration or damage resulting from age, exposure to the elements, ordinary wear and tear, or conditions that were readily apparent at the time of Buyer's offer. Buyer is not entitled to include in its Defects Notice any item noted or recommended in an inspector's report that is not defined above as a material defect. The General Provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

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Seller's Initials: Gwl Seller's Initials: JHS Buyer's Initials: [Signature] Buyer's Initials: [Signature]

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REAL ESTATE CONTRACT

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R100 Rev. 02/2010

151 PROPERTY ADDRESS: 1040 & 1046 E. Walnut St Springfield, MA 01103

152 ☐ **OPTION (b) Unlimited Due Diligence:** For additional non-refundable consideration of \$_____ paid to
153 Seller (which shall be applied to the Purchase Price at Closing), the Buyer is obtaining a right to an unconditional due diligence
154 period to allow Buyer and its authorized representatives to be given access to inspect the Property and improvements, within
155 _____ (10 days if blank) days from the Signature Date (the "Inspection Period"), at Buyer's own expense. Within such
156 Inspection Period, Buyer must deliver in writing a notice that Buyer is electing to cancel this Contract, or a Defects Notice. If
157 neither notice is timely delivered by Buyer, then Buyer shall be conclusively deemed to accept the property and its condition, and
158 shall proceed to closing in compliance with the remainder of this Contract. If Buyer delivers a timely Defects Notice, Seller shall
159 have _____ (10 days if blank) days thereafter to deliver its Defects Response. The general provisions of paragraph 9 shall apply
160 to the extent not modified in this option (b).

161 **BUYER ACKNOWLEDGES AND AGREES THAT THE RIGHTS OF INSPECTION/DUE DILIGENCE CONTAINED IN THIS**
162 **PARAGRAPH #9 SHALL NOT IN ANY WAY RELIEVE BUYER FROM THE DUTY TO SATISFY ANY CONTINGENCIES**
163 **CONTAINED IN THIS CONTRACT WITHIN THE APPLICABLE TIME PERIODS, INCLUDING, BUT NOT LIMITED TO, COMPLI-**
164 **ANCE WITH TERMS OF A FINANCING CONTINGENCY, IF ANY.**

165 **10. VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property prior to Closing, not as
166 a contingency of the sale, but solely to confirm that (a) repairs have been completed as agreed in writing by Buyer and Seller, (b)
167 Seller has complied with Seller's other obligations, and (c) the Property is otherwise in substantially the same condition, subject to
168 normal wear and tear, as on the date of the offer, unless otherwise agreed in writing.

169 **11. REMEDIES UPON DEFAULT:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material
170 provision within the time limits required by this Contract. If either party defaults, the party claiming a default shall notify the other party
171 in writing of the nature of the default and terminate this Contract or extend the time for performance by a written document signed by
172 all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure
173 to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Contract. If
174 this Contract shall not be closed for the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated
175 damages, it being agreed that actual damages are difficult, if not impossible, to ascertain. Any liquidated damages paid to Seller after
176 costs of collection shall be divided equally between Seller and Listing Broker. If this Contract shall not be closed for the fault of Seller,
177 then 10% of total sale price shall be paid by Seller to Buyer as liquidated damages, to be divided equally between Buyer and Buyer's
178 Broker after costs of collection, in addition to return of Buyer's Earnest Money less expenses incurred on Buyer's behalf, it being
179 agreed that actual damages are difficult, if not impossible to ascertain, or Buyer may pursue any other remedies, including suit for
180 specific performance. If legal action is brought arising out of the Contract, the prevailing party shall be entitled to reasonable attor-
181 neys' and paralegal fees, and other costs, charges and expenses incurred related to enforcing this Agreement.

182 **12. SELLER'S DISCLOSURE STATEMENT: (mark one below)**
183 ☐ **Not Applicable.** Seller is not providing any Seller's Disclosure Statement or other written statement about the Property's
184 condition or features, except as required by federal, state or local law. Seller has been informed of Lead-based Paint and
185 Methamphetamine Disclosure Requirements.

186 ☒ **Received.** Seller has provided a voluntary Seller's Disclosure Statement containing information relating to Seller and the
187 Property. Buyer confirms that before signing this contract form as an offer to purchase, Buyer received and signed a copy of Seller's
188 Disclosure Statement. The Buyer acknowledges the Seller's Disclosure is not a substitute for any inspection that Buyer may wish to
189 obtain, and Buyer is advised to address any concerns Buyer may have about information in the Disclosure Statement by use of
190 contingencies to this Contract, and by having the Property inspected by qualified professionals. Buyer acknowledges and agrees that
191 the Property is being sold in its existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made
192 any representations or warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the
193 Property, other than the following:

194 ☐ **Buyer Requirement.** Within _____ hours (24, if left blank) after the Effective Date, Seller shall provide a Seller's Disclosure
195 Statement containing information relating to Seller and the Property. The Buyer will be entitled to _____ hours (72, if left blank) to review

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198 **PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.**

199 Seller's Initials: GML Seller's Initials: JHS Buyer's Initials: [Signature] Buyer's Initials: [Signature]

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REAL ESTATE CONTRACT

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R100 Rev. 02/2010

201 PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Springfield, MO 65803

202 the disclosure, and notify if Buyer wants to terminate the Contract based upon the disclosure(s) (and if not disputed, be refunded the
203 Earnest Money). If Buyer does not terminate within such time period, then Buyer waives any conditions in the Disclosure, and shall
204 proceed under the Contract. Buyer acknowledges that the Seller's Disclosure is not a substitute for any inspection(s) that Buyer may
205 wish to obtain, and Buyer understands that the inspection periods in this Contract are not delayed or extended by this paragraph.
206 Any concerns Buyer may have about the Property or Seller must be addressed by use of contingencies to this Contract, and by
207 having the Property inspected by qualified professionals. Buyer acknowledges and agrees that the Property is being sold in its
208 existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made any representations or
209 warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the Property, other than
210 the following:

211
212
213
214 **13. SELLER/BUYER DISCLOSURES:** Seller reaffirms there have been no material, adverse changes to the facts disclosed in
215 Seller's Disclosure Statement (if any). Each party affirms there are no material, adverse financial or legal conditions that might affect
216 its ability to convey/purchase the Property or perform any other conditions of this Contract. Both parties agree to immediately provide
217 their Tax Identification Number if requested by the Closing Agent or a lender. Each party represents to the other that no laws disqualify
218 them from the transaction contemplated under this Contract, including but not limited to the USA Patriot Act (Public Law 107-56) and
219 Presidential Executive Order 13224 (effective September 24, 2001).

220 **14. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Buyer is solely responsible for investigating any possibility of criminal
221 activity or sex offenders being in the vicinity of the Property. A "Sex Offender Registry" is freely available on the Missouri State
222 Highway Patrol's (and most County Sheriffs') Internet websites relating to persons who have registered because they have been
223 convicted of, found guilty of, or plead guilty to committing or attempting to commit sexual offenses. It is understood that these sources
224 may not reflect the entire criminal history of a particular individual, that offenders of other serious crimes such as kidnapping, felonious
225 restraint, or child abuse may not be listed on these websites.

226 **15. CLOSING PROCEDURES:** Necessary title information shall be ordered by Seller within ten (10) days after the Signature
227 Date and promptly delivered to Buyer. Seller shall provide at Seller's expense a commitment to insure title in the amount of the
228 purchase price from a company authorized to insure titles in the State of Missouri, showing merchantable title in Seller in accordance
229 with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivi-
230 sion restrictions, covenants, declarations, setback lines, easements, and zoning laws of record as of the Effective Date, and the lien
231 of current year's taxes. Buyer may, at Buyer's expense, obtain a survey (and shall obtain a survey if required by a lender or title
232 company). Buyer shall pay the premium for title policy. Buyer may, at Buyer's expense, have the title commitment examined, and if
233 applicable, Buyer shall provide to Seller or Listing Broker in writing any valid objections to title and survey prior to the Closing Date,
234 and Seller shall make reasonable effort to correct the valid objections, and if not corrected, Buyer may waive the objections and close,
235 or elect to terminate the Contract, and if not disputed, receive the Earnest Money less any expenses incurred on Buyer's behalf. At
236 Closing, Seller shall deliver a warranty deed and all other documents and funds reasonably necessary to complete the Closing, and
237 Buyer shall deliver cash or certified funds sufficient to satisfy Buyer's payment obligations and all other documents necessary to
238 complete the Closing. If a closing fee is charged, the cost will be shared equally by Seller and Buyer, unless otherwise provided.
239 Recording fees shall be paid by the party for whom the fee is attributable. Closing Agent must be acceptable to Listing Broker, and
240 Closing shall occur at Closing Agent's office unless agreed otherwise in writing. Seller will warrant at Closing there are no unpaid bills
241 for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by
242 special assessment or fee. If requested by Buyer or Buyer's lender, Seller agrees to furnish all assurances, indemnities, deposits, or
243 other requirements of the insuring Title Insurance Company in order for an Owners' Title Insurance Policy, when issued, to contain
244 no exception as to mechanic's/materialmen's liens or the right to such liens not shown by the public records. Buyer agrees that if
245 Seller cannot furnish requirements for this coverage then Buyer may elect either to waive this requirement and accept an Owners'
246 Title Insurance Policy without unrecorded mechanic's/materialmen's lien coverage and close, or terminate this Contract and have the
247 Earnest Money deposit made herewith returned, less any expenses incurred on Buyer's behalf. Rental deposits held by Seller, if any,
248 shall be credited to Buyer at Closing. Brokers will be paid at closing as set forth in the Broker Services Agreement. Parties agree to
249 provide their tax identification number and proof of identity immediately upon lawful request by closing agent/lender.

250 **16. PRO-RATION:** Taxes, insurance, interest, onsite fuel, rentals, and association dues, if applicable, shall be prorated to Closing
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Date. If the current year's taxes cannot be determined, the pro-rata will be based on the preceding year's taxes with adjustments for known changes in assessed valuation or tax levies.

17. LOSS: In the event of material loss from fire or other casualty prior to Closing, Buyer may elect to accept the insurance proceeds, if any, and close, or to terminate this Contract and have the Earnest Money deposit returned, less any expenses incurred on Buyer's behalf.

18. BINDING EFFECT; APPLICABLE LAW: This Contract shall be binding on and/or for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, or assigns, and shall be construed and enforced in accordance with the internal laws of the State of Missouri.

19. ENTIRE AGREEMENT: This Contract and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Contract, which supersedes all prior Agreements, and this Contract may not be changed, modified, or amended, in whole or in part, except by a written document signed by all the parties.

20. ASSIGNMENT OF CONTRACT: This Contract may be assigned by Buyer unless this contract is subject to a financing contingency, in which case it is assignable only with the prior written consent of Seller, which consent shall not be unreasonably withheld.

21. TIME IS OF THE ESSENCE: Time is of the essence in the performance of each provision of this Contract by the parties. All references to a specific time shall mean Central Time. All references to periods of days shall mean calendar days, unless otherwise provided.

22. NOTICES: Unless otherwise specified elsewhere in this contract, any notice required or permitted shall be in writing and may be delivered in person or sent by telefax or certified mail postage prepaid, to the address or number set forth in this Contract or such other address or number specified by a party in writing. Notice shall be deemed made at the date and time of personal delivery, sending of telefax or mailing. Receipt of notice by a Broker (Salesperson) assisting a party shall be deemed receipt by the party.

23. EXECUTION; EFFECTIVE /SIGNATURE DATE: The execution and delivery of an original or facsimile transmissions of this Contract shall constitute legal and binding obligations of the parties upon execution by all parties and the giving of oral or written notification of such execution by the salesperson assisting the last party that executes the Contract to the other party or to the salesperson assisting them, if applicable. Notice of execution is effective upon its sending, regardless of time of receipt, and shall constitute the "Effective Date". Any reference to "Signature Date" means the date of the last party's signature on the Real Estate Sale Contract.

24. MULTIPLE OFFERS & CONFIDENTIALITY: Buyer is aware that it is possible that the existence, terms, and conditions of any offer they make may be disclosed to other potential purchasers, by Seller or by Seller's representatives, in an effort to procure multiple offers.

EXPIRATION OF OFFER: This offer shall expire unless accepted by Seller on or before 4/4/14 at 12:00 o'clock p.m. unless previously withdrawn by Buyer. Notice of acceptance, rejection or counter offer shall promptly be delivered to Buyer.

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REAL ESTATE CONTRACT

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301 PROPERTY ADDRESS: 1040+1046 E. Walnut St. Spfld, Mo 65803

302
303 ☐ **Back-up Offer:** Buyer understands that this Offer, if accepted, will be for a back-up contract, because the Property is already
304 under one or more contract(s) with other buyers that may contain certain preconditions to closing such as the prior buyer selling
305 its property, or obtaining financing, or other contingencies (called "contingency contracts"). Some contingency contracts allow the
306 Seller to give notice of this contract being signed, and the prior buyer will have a certain amount of time to waive their contingen-
307 cies to keep their contract in force or the Seller may terminate the prior contract (called a "kick-out clause"); others may allow the
308 Seller to accept this offer and immediately terminate the prior contract(s); others may not give Seller the right to cancel until
309 closing fails or prior buyer agrees to cancel. Buyer understands that the contract(s) with priority over this offer is/are:

- 310
311 ☐ **Kick-Out Clause:** notice must be given, and prior buyer can prevent its contract from being terminated by Seller.
312 ☐ **Terminated by Agreement or Failure to Close:** Seller cannot cancel—prior buyer(s) must agree to cancel or other-
313 wise fail to close.
314

315 Buyer agrees that acceptance and signature of this contract by Seller are contingent upon the failure of the pre-existing
316 contract(s) to close, whether by kick-out notice, automatic cancellation or failure to meet conditions for closing. It is agreed that
317 the "effective date" of this Contract shall be the date that Seller gives written notice that this Contract has become the primary
318 contract, until which time Buyer may cancel this Contract in writing. The time limits specified elsewhere in this Contract shall
319 commence on the "effective date" defined in this paragraph, rather than the Signature Date. The Selling Broker shall deposit any
320 Earnest Money from Buyer in accordance with paragraph 4.
321

322
323 **INSTRUCTION TO LISTING BROKER:** Page 9 of this Real Estate Sale Contract should be signed by Seller only if Seller
324 accepts the offer:

325 ☐ ACCEPTED ☐ COUNTER OFFER ☐ REJECTED
326

327
328 **INSTRUCTION TO BROKER:** Selling Broker (Salesperson) must complete all Broker information (except signatures or initials of
329 Listing Broker) prior to having Buyer sign and presenting the offer.
330

331 The Signing of this Form Confirms the Parties' Receipt of the Broker Disclosure Form Prescribed by the Missouri Real
332 Estate Commission, upon Broker Obtaining Any Personal or Financial Information or Before the Signing of a Brokerage
333 Services Agreement, Whichever Occurred First.
334

335 The Duties of the Broker in a Real Estate Transaction Do Not Relieve a Seller/Landlord or a Buyer/Tenant from the
336 Responsibility to Protect Their Own Interests. You Should Carefully Read All Documents to Assure They Adequately
337 Express Your Understanding of the Transaction. A Real Estate Licensee is a Person Qualified to Advise about Real Estate.
338 If Legal or Tax Advice is Desired, Consult an Attorney or Tax Advisor.
339

BROKER FEES

(Check all applicable boxes)

342
343
344 ☒ Seller/Landlord
345 ☒ Seller/Landlord

☐ Buyer/Tenant
☐ Buyer/Tenant

to pay Listing Broker's Fee
to pay Selling/Leasing Broker's

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REAL ESTATE CONTRACT

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PROPERTY ADDRESS: 1640 & 1046 E. Walnut St Springfield, MA 01103

LISTING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Listing Broker is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Listing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller.

☐ **DUAL LIMITED AGENT.** Listing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information known about the Property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER.** Listing Broker (salesperson) is acting as a transaction broker assisting the Seller/Landlord under a Listing Agreement, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

☐ **NO LISTING BROKER.** The Seller/Landlord acknowledges that there is no Listing Broker (salesperson), and the Selling/Leasing Broker (salesperson) is assisting or representing Buyer/Tenant and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord

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FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A
LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 1 of 2

R110 Rev.9/06

The undersigned hereby agree that this Financing Addendum shall become a part of the attached Real Estate Sale Contract
between Rosa Jones LLC as Buyer and
New Ztech LLC as Seller, for Seller's
property located at 1040 x 1040 E. Walnut St. Springfield, MO 65803
(Only those paragraphs which are completed shall be applicable. Special Agreements and/or other financing contingencies should
be completed at the bottom of this form.)

☐ **A. NEW FINANCING:** This Contract is contingent upon Buyer obtaining new financing in the amount of
\$ _____. Buyer shall make a formal written application for credit and order and pay for all appraisals within
_____ days (7 days if blank) after contract acceptance, and shall pay all fees and provide all information required by Lender. Buyer
shall use best efforts to obtain financing, including, but not limited to, acceptance of financing terms, conditions, fees, interest rates
and amortization periods, which are generally available from Lenders in the vicinity of the Property, as of the application date. Buyer
shall, upon written request of Seller, provide Seller within seven (7) days, a written opinion from Buyer's Lender stating Lender's belief
that the loan will be made to Buyer by Lender, subject to employment and credit verifications and satisfactory appraisal, or that the
loan requested by Buyer will not be made. Seller may terminate this Contract by written notice to Buyer if (i) Buyer fails to provide
the written opinion from the Lender, or (ii) after receipt of the written opinion Seller reasonably determines that Lender will not make
the loan. Such notice shall be made by Seller within seven (7) days of the due date for the written opinion of Lender or the receipt of
the written opinion, whichever is earlier, failing which Buyer shall be deemed to have satisfied this condition. If the Contract is termi-
nated as a result of Buyer's inability to obtain financing, through no fault of Buyer, Buyer's Earnest Money shall be returned, less any
expenses incurred on Buyer's behalf.

☐ **B. LOAN ASSUMPTION:** The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note
payable to _____, with a remaining term of approximately _____
years, and currently bearing interest of _____ percent per annum, with an unpaid principal balance as of the closing date of approxi-
mately \$ _____ and the Buyer will, on the closing date, as part of the purchase price, assume and agree to pay
the actual remaining unpaid balance of said note. (Assumption by Buyer does not necessarily relieve Seller from continued liability.)
In the event Buyer is unable to obtain consent of the Lender to assume the loan within _____ days of the Effective Date, then this
Contract shall be null and void and Buyer's Earnest Money shall be returned less any expenses incurred on Buyer's behalf.

☒ **C. SELLER FINANCING:** Seller agrees to provide financing in the amount of \$ _____ with interest
at 10% percent per annum amortized over a period of 12 ☐ Years ☒ Months with monthly principal and interest
payments of \$ 3422.53. Payments shall be made payable
to New Ztech LLC and shall be delivered to
_____ on the 1st day of each month, and the first payment will be
due see addendum. Property insurance and real estate taxes shall be paid when due by Buyer. There will be an
additional principal payment of \$ _____ payable on _____. The entire remaining
unpaid balance will balloon and become due in 12 months from closing. This financing shall be secured by a ☐ (First Deed of

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FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 2 of 2
FMD Rev. 9/08

51 PROPERTY ADDRESS: 1840 + 1046 E. Walnut St. Springfield, MO 65803

52 Trust) (Second Deed of Trust subject to _____

53 _____) unless otherwise specified in Special
54
55 Agreements below. Buyer will provide and authorizes release of credit information to Seller and Seller may refuse financing if Buyer's
56 financial information is unsatisfactory to Seller, in which event Seller shall provide written notice of termination to Buyer within _____
57 days (7 days if blank) of Seller's receipt of the credit information, failing which Seller shall be deemed to have approved Buyer's cred-
58 it status, provided there is no subsequent material change in Buyer's credit status prior to closing, and provided in the event of such
59 material change, the Contract at Seller's option shall be null and void and Buyer's Earnest Money shall be returned less any expens-
60 es incurred on Buyer's behalf. The financial documents shall contain the following provisions: (i) Buyer shall not assign, transfer, or
61 sell on Contract for Deed without the prior written consent of Seller. Buyer shall have the right to prepay without penalty, at any pay-
62 ment date; (ii) the financing documents will provide usual and customary terms unless specified in Special Agreements below.

SELLER IS ADVISED TO SEEK LEGAL COUNSEL AND/OR TAX ADVICE PRIOR TO AGREEING TO PROVIDE FINANCING

63 ☐ D. GOVERNMENT FINANCING: If the new financing described in paragraph A above is subject to Buyer's ability to obtain a
64 U.S. Government insured or guaranteed loan (FHA or VA) or any such loan which is underwritten according to U.S. Government
65 Loan Standards or HUD Regulations (such as MHDC Bond Money), a Government Financing Addendum shall be completed and
66 attached to this Contract.

67 ☐ E. FINANCING CONTINGENCIES: Buyer's obligation to obtain financing is contingent upon:
68
69 Receiving a "gift letter" in the amount of \$ _____ from _____ within ten
70 (10) days of the Effective Date.
71 Co-signing on loan by _____ in which case co-signer(s) agrees to provide writ-
72 ten confirmation within ten (10) days of the Effective Date.

73 ☒ F. SPECIAL AGREEMENTS: see addendums

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87 Signed on _____, 20____ at _____ m. Signed on 9/10, 2014 at 3:00 p.m.

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Seller's Initials: G Seller's Initials: J Buyer's Initials: AD Buyer's Initials: _____





ADDENDUM

Page 1 of 1



RT156 Rev. 9/08

01 THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN
02 ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- 03 ☒ **Special Agreements:** Used for additional terms not covered by the original Sale Contract form, for terms which required
04 additional explanation, OR, for changes in the preprinted contract language.
05 ☐ **Change:** Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new
06 terms.
07 ☐ **Counter Offer:** Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and
08 Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including
09 Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers
10 or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use
11 a new Addendum. If the Counter Offer modifies the sale price, and the offer contains a financing contingency, the
12 amount to be financed will be the same percentage of the sale price that the original offer contained, unless spec-
13 ified otherwise in writing.
14 ☐ **Waiver:** Used to remove contingencies or other requirements of the original Sale Contract.
15 ☐ **Modified Offer/Modified Counter Offer:** Used when an offer or counter offer previously made is being modified prior to
16 signature and notification by the other party.

17 The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

18 P. Sza Homes LLC as Buyer and

19 New Bxtech LLC as Seller, for Seller's

20 Property located at: 1060 & 1040 E. Walnut St Springfield, MO 65803

21 In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

22 Upon agreed terms of price and purchase procedure this contract will include a window of time for the buyer to
23 receive in writing satisfactory results to; financing acceptance, city and historical district questions and concerns to
24 the current use and proposed changes. After these things are addressed and are satisfactory the closing date will
25 be established on or before 60 days from that time.

26 2) Vary boundary lines & both properties w/ all #apartments within
27 them now.

28 By their signature, the undersigned acknowledge receipt of a copy of this document. **THIS IS A LEGALLY BINDING CONTRACT;**
29 **IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY.** Any change to this Agreement must contain the initials of all
30 parties.

31 Signed on 4/17, 2014 at _____ m Signed on 4/10, 2014 at 4:30 P. m

32 Guangwen Lin

33 Seller

34 Junkang Shun

35 Seller

36 Marney

37 Listing Broker

38 Maat

39 Authorized Salesperson

40 [Signature]

41 Buyer

42 Home Team Property

43 Selling Broker

44 [Signature]

45 Authorized Salesperson

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Seller's Initials: GL Seller's Initials: JS Buyer's Initials: HT Buyer's Initials: _____

Instant
Forms



ADDENDUM

Page 1 of 1



RIHA Rev. 1/2014

THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- ☐ Special Agreements: Used for additional terms not covered by the original Sale Contract form, for terms which required additional explanation, OR, for changes in the preprinted contract language.
- ☐ Change: Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new terms.
- ☒ Counter Offer / ☐ Modified Offer: Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use a new Addendum. If the Counter/Modified Offer changes the sale price, and the offer contains a financing contingency, the amount to be financed will be the same percentage of the sale price that the original offer contained, unless specified otherwise in writing.
- ☐ Waiver: Used to remove contingencies or other requirements of the original Sale Contract.

The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

Roza Homes LLC

as Buyer and

Junhong Shen & Guanwen Lin

as Seller, for Seller's

Property located at:

1040 & 1046 E. Walnut St, Springfield, MO

In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

- The sale price to be \$400,000;
- Sellers to be Junhong Shen & Guanwen Lin instead of New ZxTech LLC.

3. Sellers will not do financing.

By their signature, the undersigned acknowledge receipt of a copy of this document. THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY. Any change to this Agreement must contain the initials of all parties.

Signed on April 9, 2014 at _____ m

Signed on 4/29, 2014 at 11:28 a m

Seller Guanwen Lin

Buyer Murphy Associates - Primrose

Seller Junhong Shen

Buyer Murphy Associates - Primrose

Listing Broker Murphy Associates - Primrose

Selling Broker Murphy Associates - Primrose

Authorized Daniel H. Hov

Authorized Salesperson Daniel Hov

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING.

Seller's initials: EWL

Seller's initials: JHS

Buyer's initials: MD

Buyer's initials: _____

Instant forms



REAL ESTATE CONTRACT

Page 8 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Springfield, MO 65803

SELLING/LEASING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Selling/Leasing Broker (salesperson) is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller/Landlord.

☐ **BUYER/TENANT'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Buyer/Tenant.

☐ **DUAL LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information about the property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER ASSISTING BUYER/TENANT.** Selling/Leasing Broker (salesperson) is acting as a transaction broker assisting the Buyer/Tenant, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant, and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord.

☐ **NEUTRAL TRANSACTION BROKER.** Selling/Leasing Broker (salesperson) is acting as a neutral transaction broker assisting both parties without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

Signed on 4/17, 2014 at _____ m.

Signed on 4/10, 2014 at 3:00 p.m.

Seller's Signature: Gilangwen Chen

Buyer's Signature: Murray, member of Rose Capital Group

Address _____

Address: 1031 E. Battlefield

Seller's Signature: Junhong Shen

Buyer's Signature _____

Address _____

Address _____

Listing Broker: Murray (Print or Type)

Selling Broker: Home Team Property (Print or Type)

Authorized Listing Salesperson: Daniel Hua (Date: 4/17/14)

Authorized Selling Salesperson: [Signature] (Date: 4/10/14)

☒ A "Designated" Salesperson

☐ A "Designated" Salesperson

Address _____

Address: 5503 N. 17th St.

Telephone _____ Telefax _____

Telephone: 417-521-8933 Telefax: #1234567

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GWC Seller's Initials: _____ Buyer's Initials: MD Buyer's Initials: _____





LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

WALNUT STREET URBAN CONSERVATION DISTRICT – WEST

DATE: June 26, 2014

PROPOSAL:

Rehabilitation of Existing Structure:

1. Repair or replace existing siding with material in-kind to original and repaint.
2. Repair or replace all windows in-kind to original or to meet current building code safety egress guidelines with a wood sash window. Discuss possibility of using exterior storm windows on existing windows.
3. Repair or replace existing porch rails, pillars and spindles in-kind to original and repaint to match.
4. Repair or replace trims, corners and band boards in-kind to original and repaint to match.
5. Repair or replace gutters and downspouts retaining historic elements in the front and side of building. At the rear of the building, where gutters and downspouts do not exist, install new using materials in-kind to front and sides.
6. Repair and replace roof with new decking and shingles in-kind to existing.
7. Repair or replace the soffits, fascia and moldings in the rear of the structure in-kind to the front and sides with wood like material, cresting, molds, medallions, trim and decorative elements.
8. Remove/demolish rear additions that do not contribute to the historic structure.
9. Replace non-contributing door(s) on the rear elevation with new wood door(s).
10. Repair existing chimney or remove it if unsound structurally.

Other Site Work:

1. Repair or replace all walkways, curbs, steps or walls that are damaged or missing sections in-kind to original.

2. Add and/or stripe new parking spaces at the rear of the lot to meet current off-street parking requirements.
3. Remove existing fencing in rear yard
4. Remove/demolish existing dilapidated brick outbuilding

New Construction of Duplex:

1. Construct a new detached duplex structure behind the existing historic structure as shown on attached site plan and described in attached narrative.
 - a. LP Smart Side textured product lap series for siding, trim and fascia
 - b. Vinyl windows
 - c. Steel doors with lighting pattern
 - d. Metal gutters and soffits
 - e. Roof line will not exceed height of current structure and materials will match historic structure in type.
 - f. Walkways, curbs, steps or walls
 - g. Fencing
 - h. Parking & driveways

BACKGROUND:

LOCATION: 1046 E. Walnut Street

APPLICANT: Roza Capital Group, LLC c/o Brandon Dickman (under contract)

RECOMMENDATION:

Staff recommends **approval** of this request, however, the Landmarks Board will need to determine if the new structure and the proposed materials are compatible with other structures in the area without imitating historic building styles.

FINDINGS:

1. The house at 1046 E. Walnut St. is considered a contributing structure in the Walnut Street National Historic District and Walnut Street -West Urban Conservation District.
2. The proposed rehabilitation work is consistent with the Walnut Street Urban Conservation District –West requirements and Walnut Street Historic District Design Guidelines.
3. The size and roofline of the proposed duplex is compatible with massing and scale of the historic structure and will not be easily viewable from Walnut Street.

4. The proposed vinyl windows on the new structure may be inconsistent with the Secretary of Interior's Standards for Rehabilitation and Walnut Street Design Guidelines. Though, the application of vinyl products is not mentioned in the New Construction section of the design guidelines. The proposed steel doors may have similar issues.
5. The Secretary of Interior Standards for Rehabilitation state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
6. The applicant does not currently own the property, but is under contract to purchase it under certain conditions.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
1046 E. Walnut Street

APPLICANT'S PROPOSAL:

The applicant is proposing to rehabilitate the historic structure and construct a new detached duplex behind it as shown on attached photo's, drawings and product literature.

STAFF COMMENTS:

1. All of the proposed exterior renovations to the existing historic structure follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation except the possible removal of the chimney. The Landmarks Board will need to determine whether the removal of the chimney is an option for the applicant or if the chimney is an important characteristic of the structure that should be repaired or replaced. If the chimney is determined to be structurally compromised, alternatives can be discussed between the applicant, BDS and the board. Staff does not object to the demolition of the existing brick outbuilding since it is not contributing to the historic district.
2. The proposed duplex is permitted in the R-HD, High-Density Multi-Family Residential District and Walnut Street-West Urban Conservation District. The proposed residential densities are comparable if not less intense than the apartments in the existing structure. The new construction, detached duplex, appears to follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards by being located behind the historic structure, not overpowering the historic structure and not creating any false historic appearances. The new materials proposed should differentiate the historic from the new. After reviewing the guidelines and applicant's submittal, staff believes the proposed duplex is harmonious in scale to the historic structure and does not detrimentally affect the view from Walnut Street.
3. While the Walnut Street Design Guidelines regarding new construction does not specifically prohibit vinyl windows, the Secretary of Interior's Standards recommend materials that can be found within the same period in which the structure was built or a prominent era. The proposed steel doors may have the same issues. Staff supports all other proposed exterior changes.
4. The applicant has met with Building Development Services prior to the submittal of the Certificate of Appropriateness to verify general compliance with the Zoning Ordinance and building codes Building Development Services state that based on the window sizes shown there are a number of windows that will not meet the emergency egress requirements of the code if located in the bedrooms. These will have to be enlarged to meet the code requirements. This review does

not include any building or site plan review for the purposes of obtaining the required building permits.

5. Public Works Traffic Division reviewed the proposal and had no issues with the request.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Walnut Street UCD, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
1046 E. Walnut Street

PERTINENT SECRETARY OF THE INTERIOR'S STANDARDS (FOR REHABILITATION)

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

PERTINENT WALNUT STREET DESIGN GUIDELINES

NEW CONSTRUCTION:

The following guidelines apply specifically to new construction proposals:

1. Building height should be no taller than its tallest neighbor. On a corner lot, building height should match the majority of structures in all directions.
2. Maintain the same proportions in new construction as in the existing structures in the district in: width to height, foundation to wall, void to solid, porches to structure, roof to wall and structure to yard.
3. Roofs should be of similar slope and shape as those existing in the district. Generally, flat, mansard, and shed roofs are not appropriate.
4. New construction should not detract from the continuity of the streetscape. A uniform setback line should be maintained. If a building must be built behind the uniform setback line, low walls or plantings should be used to maintain alignment. No structure or addition should be built that projects beyond the uniform setback line.
5. New structures should have the same directional emphasis as other structures within the block.
6. Building components and design elements should be similar in size and shape to those already within the district.

WINDOWS:

The Applicant Should Consider:

1. Retaining all original windows in place.

2. Repairing the original window or, if not feasible,
3. Replacing the window in kind, recognizing the importance of sash type, size, muntins, mullions, and glass.
4. Using interior or exterior storm windows that match size, meeting rails, and heads of the original windows.
5. Using clear glass.
6. Installing “greenhouse” windows and skylights on side and rear elevations.

The Applicant Should Avoid:

1. Altering the size or type of windows.
2. Changing the location of windows.
3. Partially or wholly blocking windows.
4. Using glass that isn’t clear unless colored or stained glass is historically documented or appropriate.
5. Installing “greenhouse” windows and skylights on principal elevations.

SIDING:

The Applicant Should Consider:

1. Retaining the historic siding.
2. Repairing the historic siding or, if not feasible,
3. Replacing in kind.

The Applicant Should Avoid:

1. Removing any original or historic material.
2. Covering with any artificial material.
3. Painting unpainted surfaces.
4. Using abrasive cleaning for paint removal or to clean unpainted masonry.
5. Using chemical sealers.

OUTBUILDINGS AND GARAGES:

The Applicant Should Consider:

1. Retaining the existing outbuildings and garages.
2. Using treatments on the outbuildings and garages that are compatible with the style and architecture of the structure and of the principal structure on the lot.

The Applicant Should Avoid:

1. Demolishing historic outbuildings or garages.
2. Locating new structures in front of building setback line of principal structure.
3. Attached carports.

(See also specific appropriate headings: Roofs, Siding, Trim, Doors, Windows, etc.)

ORDINANCE REVIEW

In addition, General Ordinance No. 3549 & 3560, which created the Walnut Street Urban Conservation district-East states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District (UCD) or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
1046 E. Walnut Street

ARCHITECTURAL SIGNIFICANCE:

1. The architectural survey that was completed on this property stated the following:

Built c. 1908. Hip dormers on the west and front elevations with broad projecting eaves. Doubled windows with one over one sash in double hung windows. The eaves on the house itself also project noticeably with simple frieze board which doubles as the window heads to the second story window openings. All windows are one over one sash with a narrow simple applied moulding to the window head at the first story window openings. Three bay façade with center bay entrance. The doorway is flanked by sidelights and a transom. The front elevation is dominated by a one-story hipped roof porch across the entire front. The cornice and entablature are unadorned on the porch-underneath are round wood columns with Tuscan capitals resting on piers of rough faced cast stone. The balustrade is of wood with turned balusters. The structure of the porch itself and the steps leading to it are wood. At the street is a cast stone hitching post which is square and tapering.



Application for Certificate of Appropriateness

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:

Received By:

Review:

- ☐ Administrative
☐ Landmarks Board

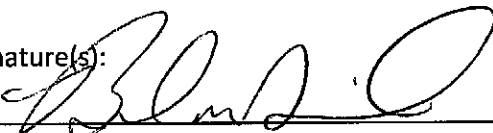
The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):



Date:

6/12/14

Please type or print name(s) clearly:

Brandon Dickman

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 1046 East Walnut, Springfield, MO 65803

APPLICANT INFORMATION:

2. Name of current property owner: Roza

If corporation: Corporate Official: Brandon Dickman

Mailing Address: 1031 East Battlefield, Ste 115B, Springfield, MO

Zip Code: 65807 Telephone: 417-763-3131 Fax: 417-763-3131

E-mail: BrandonD@rozahomes.com

3. AUTHORIZED REPRESENTATIVE:

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Brandon Dickman

Signature: _____

Mailing Address: 1031 East Battlefield, Ste 115B, Spfld, MO Zip Code: 65807 Fax: Above

Telephone: 4177633131 E-mail: BrandonD@RozaHomes.com

(Corporate Seal)

4. BUILDING DEVELOPMENT SERVICES DISCUSSION: *(Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)*

Date of discussion: 6-12-14

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|---|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☒ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☒ New Construction (1, 2, 3, 7) | ☒ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☒ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☒ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans
2 – Elevations
3 – Photographs
4 – Sample of materials to be used

5 – Product literature
6 – Drawings
7 – Exhibit C – Why proposed work should be approved
8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

See Attached Documents- Thank You

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

See Attached Documents- Thank You

1046 E Walnut (White)

Existing Structure proposal

Zoning:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each we have a lot of 50x225 totalling 11250 sq ft of land to use---Current use is 4 apartments and our proposed is 2 duplexes totalling 4 units.

Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

Architecture

- ☐ Driveways runs between properties off of Walnut street access, as well as entry from back alley way, common for most properties backing to that alley, per traffic department review it is approved for backing into the right away and no additional stress will be put on alley way from the current usage ratio of people
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof replacement is necessary with like colored and material asphalt shingles to repair leaks and damaged areas
 - ☐ Rear area of rotted additions made to the structure are not sound in the support and needs removed; the repair of the back soffits and fascia and moldings will be matched to the existing sides and front of home with wood like material, cresting, molds, medallions, trim and decorative elements
- ☐ Gutters
 - ☐ Retaining Historic elements of the drainage in the front and sides of the property, or at least the look of that system, in back of property update where gutters don't exist from proper drainage with like materials
- ☐ Siding on entire existing structure will be scraped and repaired or replaced with like material sample available and pictures to follow-and fresh coat of paint---back of structure where add ons are rotted, replace with like material and paint to match
- ☐ Trim, corners, and band boards remain the same scrape and paint, replace any rot with new wood of like size and shape and paint
- ☐ Windows
 - ☐ All original windows that are not in working order for safety with be replaced with same size or size to meet safety egress guidelines for current code with a wood sash window to maintain the era
- ☐ Porches-rails and spindles will be replaced with like pieces where they are missing or damaged
- ☐ Outbuildings is not part of historical district and will be removed for safety- per recommendation of Chris Straw with Dangerous Building City of Springfield

New Structure proposal in Rear:

Zoning and Lot Size:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each; we have a lot of 50x225 totaling 11250 sq ft of land to use---referring to planning and zoning it is Residential High Density and can accommodate Duplexes, thus leading to a proposal refer to site plan of new structure in rear as duplex; looking similar to both neighbors on each side for directional appearance, following all set back guidelines set for by planning and zoning as well.

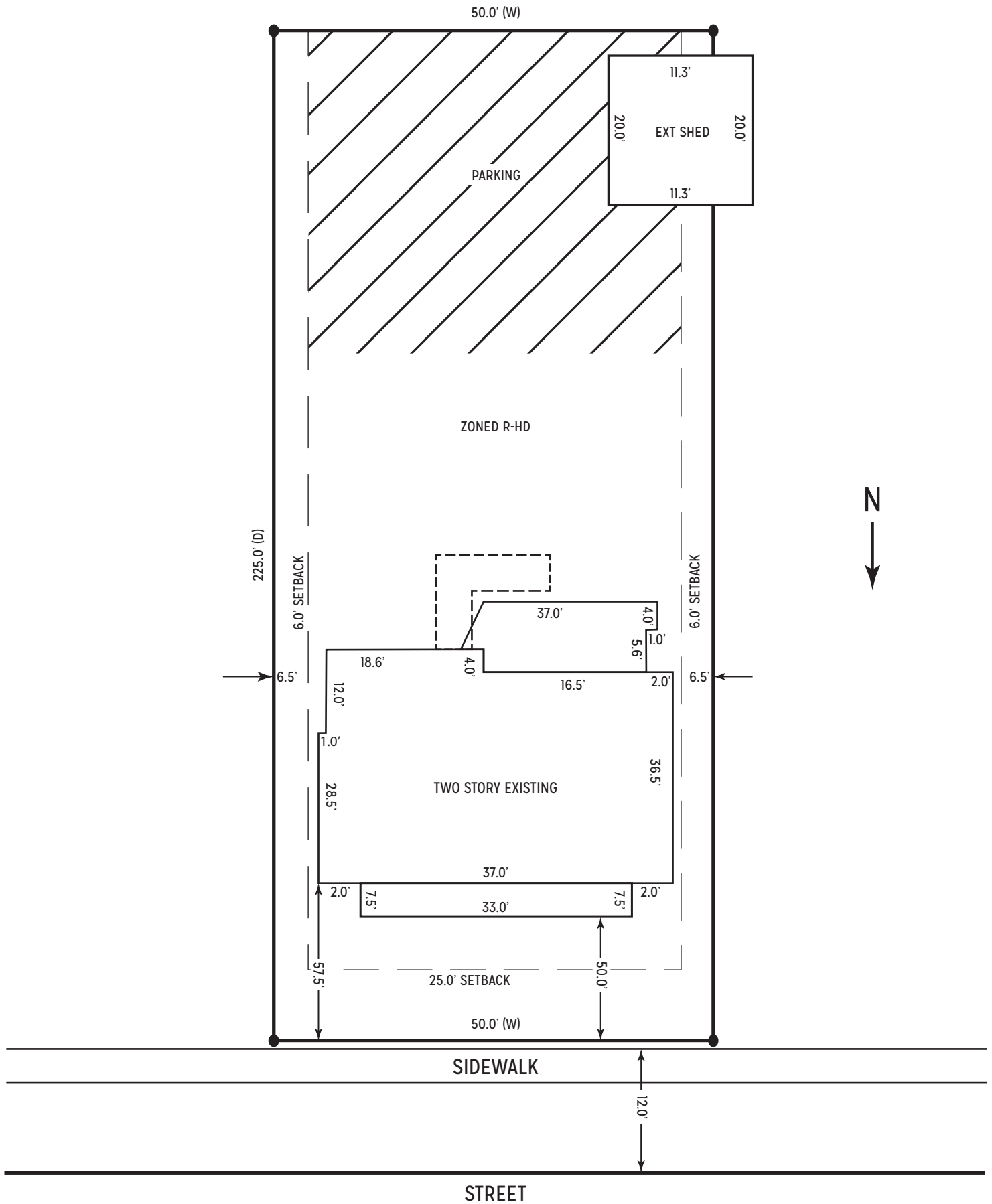
Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

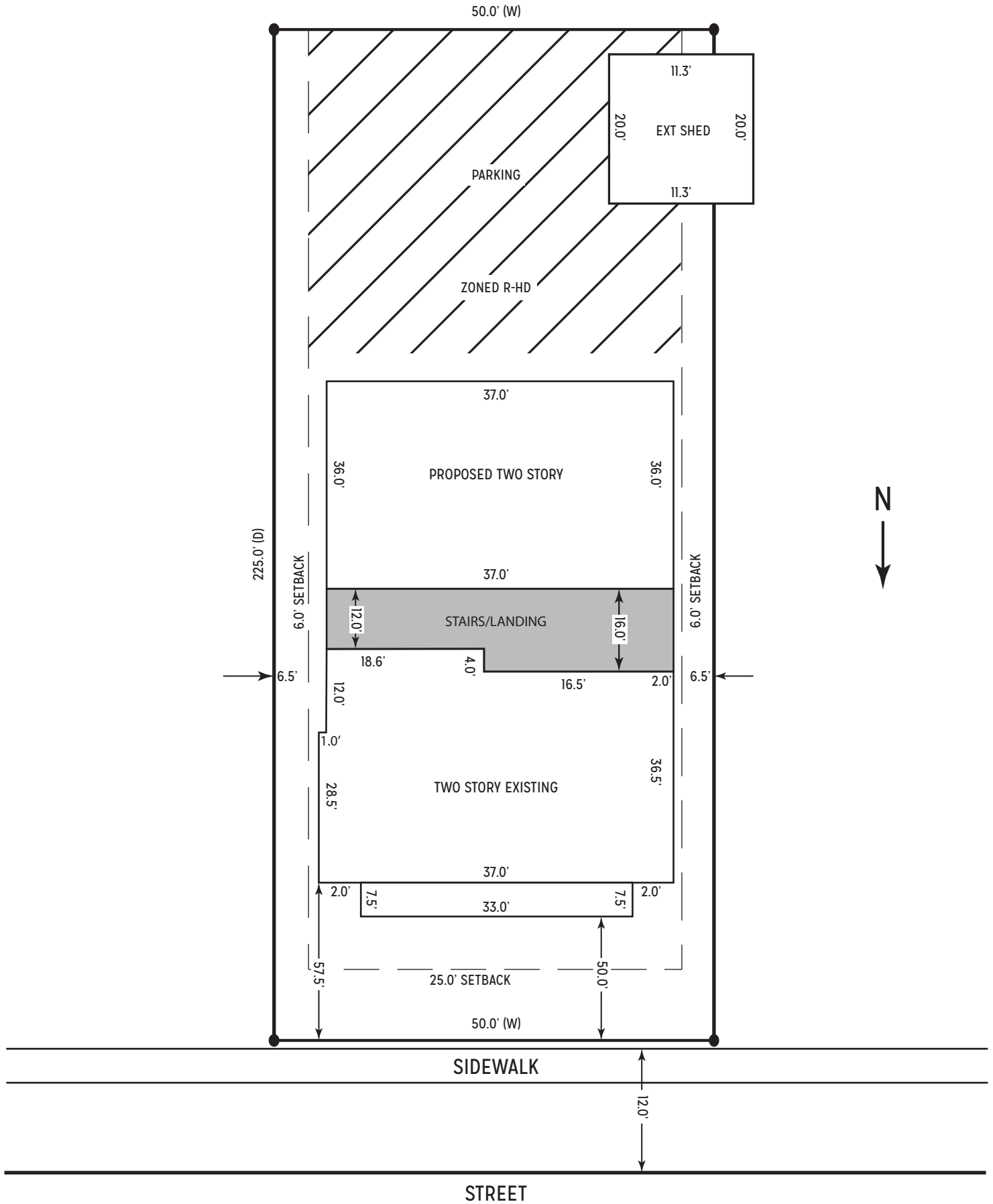
Architecture

- ☐ Driveways runs between properties as well as entry from back alley way, common for most properties backing to that alley
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof line will not exceed height of current structure and shingles will match existing structure in type, but will be its own separate roof line not attached to existing structure.
- ☐ Gutters, soffits, will be metal on sides and rear
- ☐ Siding, trim, and fascia on entire existing structure will be wood LP Smart Side textured product lap series; samples and pictures to follow in a 6 inch design to stay compatible and sympathetic to the historical look, but contemporary in spirit, and a much more sustainable product.
- ☐ Windows in new structure not seen from Walnut street will be a standard vinyl energy efficient window.

EXISTING PROPERTY SITE PLAN
1046 E WALNUT ST
SPRINGFIELD, MISSOURI



PROPOSED PROPERTY SITE PLAN
1046 E WALNUT ST
SPRINGFIELD, MISSOURI



Streets 2012 Aerial 2009 Aerial 2008 Aerial

Zoning Districts

- Residential Single Family
- Residential Town House
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Manufactured Home
- Office District 1
- Office District 2
- Government/Institutional
- Planned Development
- Limited Business
- General Retail
- Highway Commercial
- Commercial Services
- Center City
- Commercial Street Zone 1
- Commercial Street Zone 2
- Restricted Industrial
- Light Industrial
- General Manufacturing
- Heavy Manufacturing
- Industrial Commercial
- County District

Table of Content

ONE PARKWAY PLACE

R-HD

EAST SIDE ADD

R-HD

1046 E WALNUT ST

Owner Name: ZX NEWTECH LLC

Owner Address:

Parcel Number: 381324112011

Legal Description: SMITH'S AD E ADD LOT 12

Zoom to

MAGERS TRUST - ADMIN REPLAT

SMITH'S, A-E, ADD

GR



1046 E Walnut St
Elevation Photo

1046 E Walnut St Elevation Photo

Peak
35' 0"

Eve
23' 0"

Porch
13' 7"

Porch
3' 6"



Peak
35' 0"

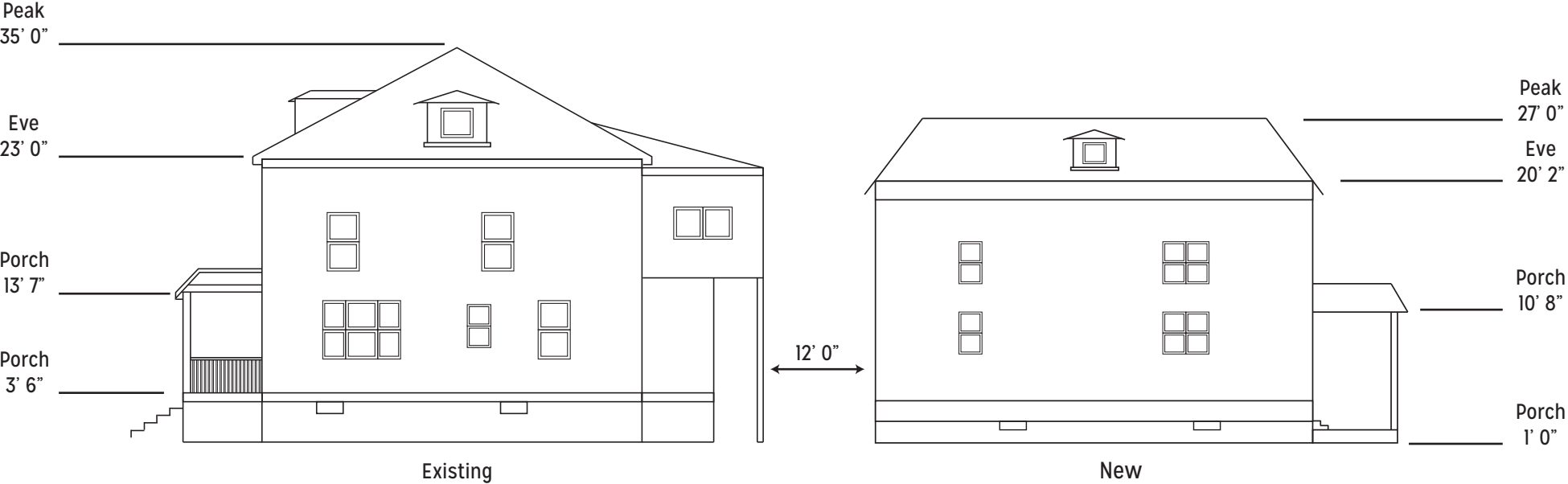
Eve
23' 0"

Porch
13' 7"

Porch
3' 6"



1046 E Walnut Elevations



1046 E Walnut Preservation



Existing Front of House



Existing Back of House

Demo off both X-ed sections, not original to structure or original foundation. Will repair all rear existing siding with new wood and paint to like kind

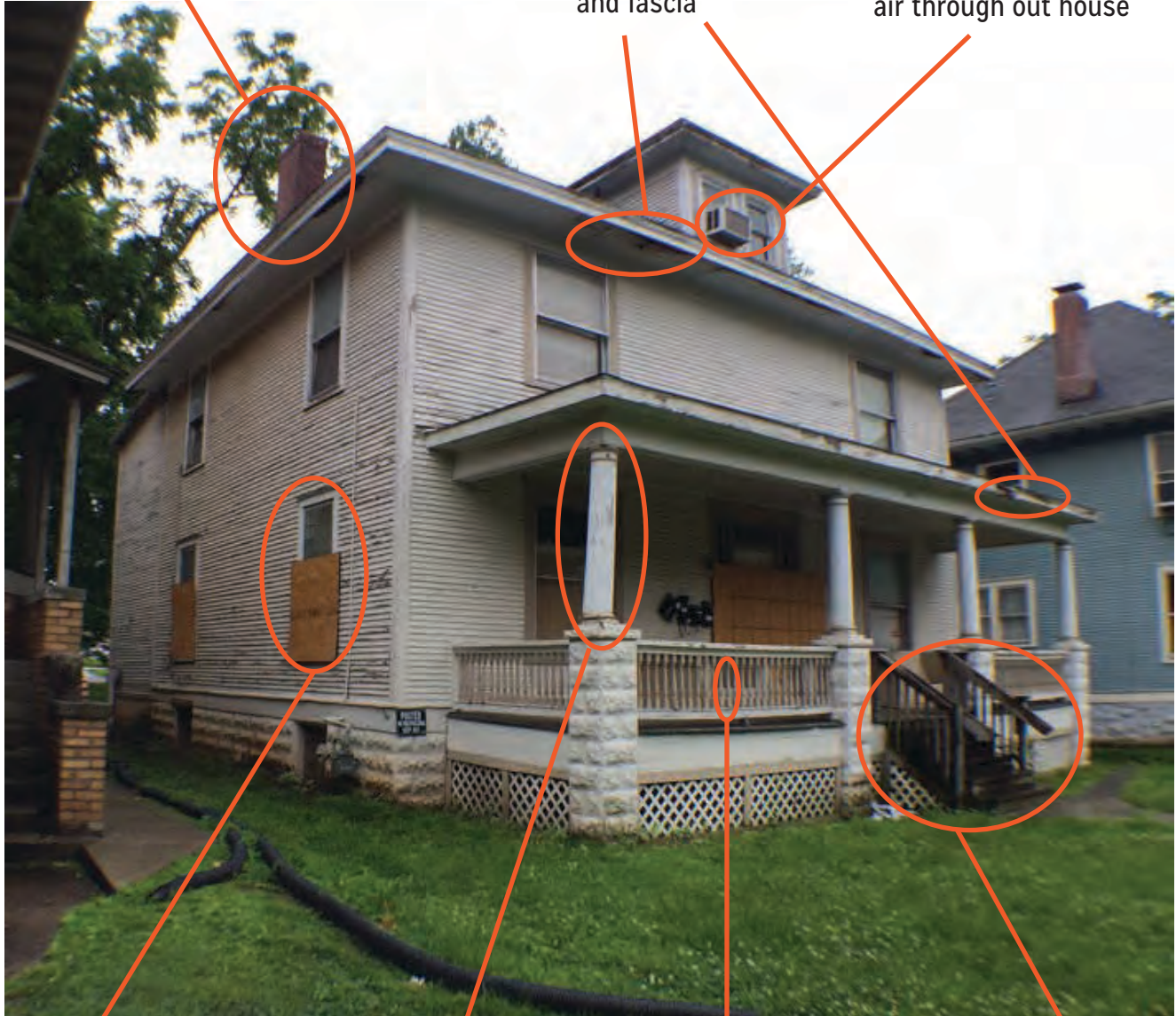
New WOOD Material Option:



Will keep chimney if structurally safe to preserve historic look

Keep/repair existing gutter system and historic soffit and fascia

Remove window unit, install central heat and air through out house



Keep existing trim work on ALL windows. If damaged replace pieces with matching new trim work

On damaged pillars - will replace column and base molds with WOOD when needed

Several options to replace missing spindles, Can have milled to match at wood working shop

Will re-finish/replace any wooden steps and porch flooring that has rotted away with matching wood product

New WOOD Material Options:



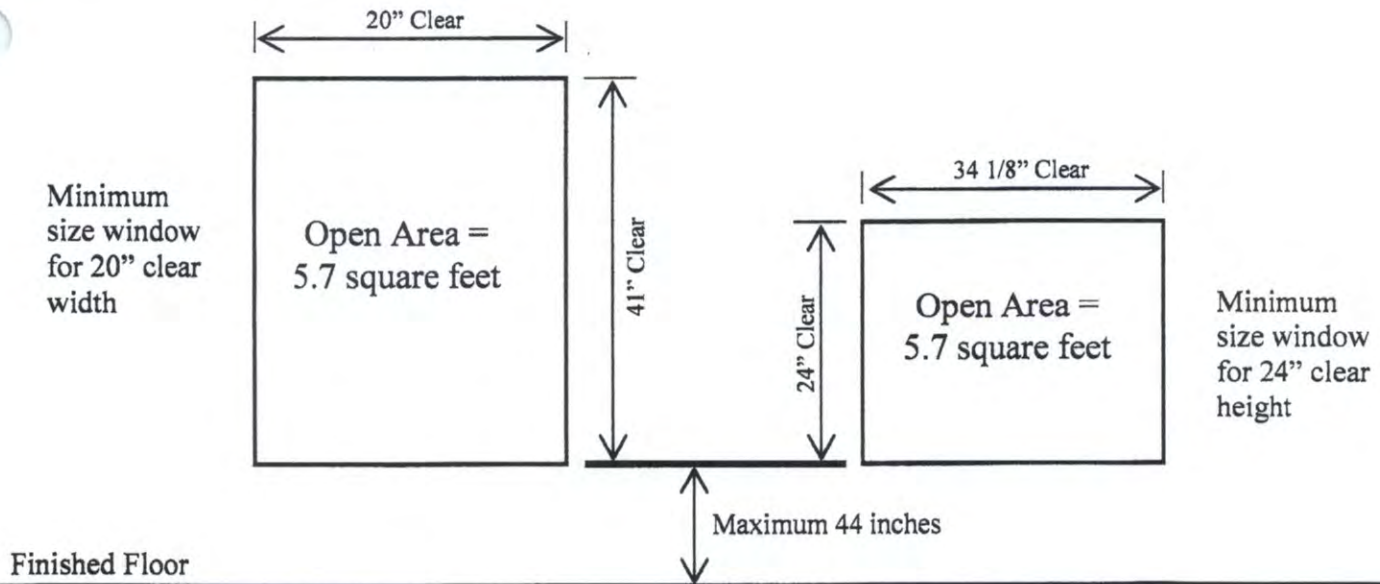


Will refinish/replace any wooden steps and porch flooring that has rotted away with matching wood product



Not part of national historic registration, will demo and remove

Egress Window Requirements



Width	20	20.5	21.5	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27
Height	41	40	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31	30.4

Width	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34	34.2
Height	29.8	29.3	28.5	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.1	24

Each level must have at least two remotely located means of egress. In addition, all rooms used for napping must have at least two means of egress. One of the means of egress must be a door, and the other can be a window or another door. Windows being used for egress must meet the following criteria:

- Minimum size to be **5.7 Square Feet of clear opening**. The opening cannot be less than **24 inches** in height or less than **20 inches** in width.
- Maximum sill height to be no more than **44 inches** from the floor.
- Exits must be remotely located from each other. This means that the distance between the two exits must be equal to or greater than half the diagonal distance of the space occupied in order to minimize the possibility that both exits will be blocked off by a fire or other emergency condition.
- A written emergency evacuation plan must identify the use of emergency egress windows.
- Windows and their hardware must be maintained and in good repair at all times.
- All exits must be unobstructed at all times:
 - Storm windows are not to be used on Emergency Exit Windows.
- In an emergency, all occupants of the day care facility must be able to escape from the home or building in a safe and timely manner.

1046 E Walnut (White Prop)
Window Sizes for Bedroom Egress

Location	Pass/ Fail	Min: 20"	Min: 24"	Min= 820.8	Min: 5.7'	Max: 44"
		Width	Height	Total Sq Inches	Total Sq Feet	Height off Floor to window
	1st Floor					
Front	Pass	32.5	34	1105	7.7	Y
Side	Pass	32.5	34	1105	7.7	Y
Side	Fail	24	26	624	4.3	Y
	2nd Floor					
Front	Pass	47.5	32	1520	10.6	Y
Side	Pass	47	32	1504	10.4	Y
Side	Pass	33	32.5	1072.5	7.4	Y
Side	Pass	33	32	1056	7.3	Y

Proposed Materials

Preserving Existing Structure

Wood Window/Sash

The screenshot displays the JELD-WEN website's product page for the W-2500 Wood Double-Hung Window. The page features a large image of the window on the left, with navigation tabs for Windows, Exterior Doors, Interior Doors, and Patio Doors. The right side of the page includes options for Model (Standard Interior), Grille Designs (No Grille), and Wood Options. Below these, there are buttons for 'WAYS TO BUY THIS PRODUCT' such as 'REQUEST A CONSULTATION' and 'FIND A STORE'. The bottom section contains a 'Product Overview' tab, a list of features, and a 'HAVE A QUESTION?' section with a 'CONTACT US' button and a customer service image.

JELD-WEN
WINDOWS & DOORS

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window

W-2500 WOOD DOUBLE-HUNG WINDOW

Options View Product Details for more options Price Range: \$

Model
Standard Interior

Grille Designs
No Grille

Wood Options

WAYS TO BUY THIS PRODUCT

REQUEST A CONSULTATION FIND A STORE

Product Overview Design Options Glass Options Build & Installation Tech Documents

Built from Aurelast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- Color Options: 7 clad exterior colors, 10 wood interior finishes
- Wood Options: pine interior
- Glass Options: energy efficient, protective, textured
- Hardware Options: Window Opening Control Device (WOC) option available
- Divided Lites: simulated divided lites, full-surround wood grilles, grilles between the glass, 3 grille designs
- Maintenance Level: moderate
- Project type: new construction and replacement
- ENERGY STAR® Qualified Options: yes
- Sustainable Solutions: Aurelast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Aurelast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?
Our customer service team is happy to assist you

CONTACT US

Wood Column and Base Molding



Spindles for Porch



Siding

Replacement Siding 1



Replacement Siding 2



Shingles

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GAF Model # 0600000

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles

\$29.90 / bundle

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Print Share Email

New Construction

Not Seen From Street View

Wood Window/Sash

Sign In | Contact Us 800.536.3938

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[Home](#) » [Windows](#) » [W-2500 Wood](#) » [Double-Hung](#) » [W-2500 Wood Double-Hung Window](#) [FIND A STORE](#) [MY PROJECT \(0\)](#)

W-2500 WOOD DOUBLE-HUNG WINDOW

[Like](#) 0 [Pin it](#) [Share](#) [+ ADD TO MY PROJECT](#) [+ PRINT](#)



Options [View Product Details for more options](#) Price Range: \$

Model
Standard Interior

Grille Designs
No Grille

Wood Options

WAYS TO BUY THIS PRODUCT

[REQUEST A CONSULTATION](#) [FIND A STORE](#)

[Product Overview](#) | [Design Options](#) | [Glass Options](#) | [Build & Installation](#) | [Tech Documents](#)

Built from Auralast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- **Color Options:** 7 clad exterior colors, 10 wood interior finishes
- **Wood Options:** pine interior
- **Glass Options:** energy efficient, protective, textured
- **Hardware Options:** Window Opening Control Device (WOC) option available
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- **Sustainable Solutions:** Auralast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Auralast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
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HAVE A QUESTION?

Our customer service team is happy to assist you.

[CONTACT US](#)



Wood LP Smart Siding, Trim, Soffit and Fascia Paintable Siding





SMARTSIDE®

TRIM & SIDING

THE NATURAL LOOK OF CEDAR WITHOUT THE COST

- ONE OF THE MOST DURABLE LAP SIDING OPTIONS IN THE MARKET TODAY
- AVAILABLE IN 6 IN., 8 IN. AND 12 IN. WIDTHS
- 16 FT. LENGTH RESULTS IN FASTER INSTALLATION
- UP TO 33% FEWER SEAMS THAN TRADITIONAL 12 FT. SIDING
- PRE-PRIMED FOR EXCEPTIONAL PAINT ADHESION
- SELF-ALIGNING SMARTLOCK™ OPTION INSTALLS STRAIGHTER, FASTER AND MORE EFFICIENTLY
- TREATED WITH OUR PROPRIETARY SMARTGUARD® PROCESS TO HELP PREVENT ROT AND TERMITE DAMAGE
- THE SILICA-FREE STRAND SUBSTRATE WORKS AND CUTS JUST LIKE REAL WOOD, NO SPECIAL TOOLING REQUIRED

LP Siding
5/50 YEAR WARRANTY

LP SMARTSIDE SMARTLOCK LAP SIDING



LP SMARTSIDE 76 SERIES LAP SIDING



LP SMARTSIDE 76 SERIES LAP SIDING



Incredible
durability,
outstanding
performance,
lasting
beauty

SmartSide
Trim & Fascia
Textured Trim



Shingles

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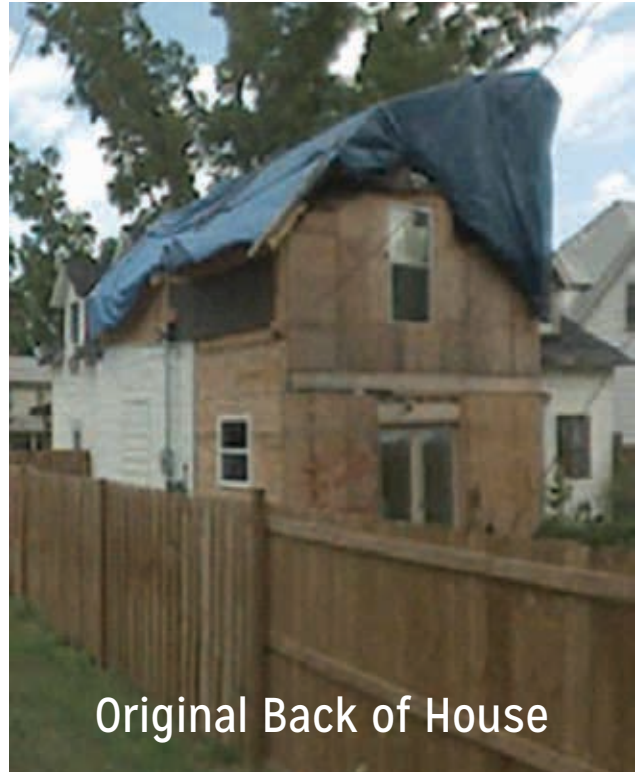
Previous Restoration Projects

Roza Capital Group is proud to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of the area and its neighborhoods.

Walnut Street - Gingerbread Home



Original Front of House



Original Back of House



Restored Home

This home was previously on the dangerous building list and sat empty for 10+ years. With in 10 weeks we had turned this shell of house back into a beautiful ornate home.

Main Street - Parade of Homes Honoree



Original Front of House



Original Back of House



Restored Home

This beautiful Victorian home was scheduled for demolition due to years of neglect.

Upon restoration, 9 months later, this home was nominated as a featured spot on the Parade Of Homes Tour and received outstanding reviews.

Agent Detail Report

Property Types: Multi-Family, Residential Transaction Type: Sale Status: Listing Date: Listing Agent: (512005787) Daniel Hou
Listings as of 04/09/14 at 6:06pm

Active 05/02/13	Listing # 1306130	1040-1046 E Walnut St#6 Springfield, MO 65803	Listing Price:
	County: Greene	Cross St: National	
	Prop Type	Multi-Family	Prop Subtype(s)
	Region	SE - SE1	Subdivision
	Age	Over 50 years	Duplex/Triplex, Four
	Bed		Country Club West
	Baths(FH)		
	Year Built	1903	
	Tax ID	811324112011	Lot Acres (approx)
	Occupant	Vacant N/A	Phone to Show
	Owner Name	New ZXtech LLC.	417-234-8201
	DOM/CDOM	239/239	Showing Instr. Phone to show

Directions: Driving on National north, left turn onto E Walnut street. The houses are on left.
Marketing Remark: These two houses are unique homes in a great location. The new apartments can be added in the back yards. They are good investment properties for all kinds of business purpose. Seller are motivated, so bring in offers!

Listing Agent: Daniel Hou (ID:512005787) Primary: 417-234-8201 Secondary: 417-823-2300 Other: 417-823-2300, FAX: 417-823-9645
Listing Office: Murney Associates - Primrose (ID:512000166) Phone: 417-823-2300, FAX: 417-823-9645
Agreement Type: Excl. Right to Sell Listing Date: 05/02/13

Sub Agency 3% Buyer Agency 3% Transaction Broker 0

Unit Mix	No
Alternate Listing	No
Measurements	
SQFT Provided By:	Assess
Lot Size Provided By	Assess
Apx Year Built	1903
Sq.Ft.Fin.+Unfin.	Not Applicable
Apx Lot Size (Acres)	Not Available
How to Show	Appointment Only
LB Type	GSBOR
Inside City Limits	Yes
Keywords	
Zoning	Commercial
Property Features	
Historical Dist	Yes
Rec/Bank Owned	No
Unit Features	All Units
Building(s)	Two Buildings
Flood Insurance	Not Required
Parking	Paved Area, Street
Possession	At Closing
Roof	Composition
Sign on Property	Yes
Streets	Asphalt
Utilities	City, Electricity, Gas, Sewer
Water & Sewer	City Water, City Sewer
Will Sell	Cash, Conventional
Real Estate Tax	987.54
Tax Year	2009

Handwritten: 22/100 GWR JHS

Presented By: Dixie Vaughn / Home Team Property, LLC Phone: 417-521-8833
Featured properties may not be listed by the office/agent presenting this brochure.

Property listing information (e.g. size, dimensions, condition or features) is obtained from owner, public records, or other sources. Agent/Broker believes information is reliable, but makes no representations or warranties, expressed or implied, as to its accuracy. Users bear all risk for errors or inaccuracies, and should independently verify information through personal/professional inspection. Broker may not have reviewed or approved listing enhancements. © 2014 MultiList Service Of Springfield Realtors, Inc.

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U.S. Patent 6,910,045



REAL ESTATE CONTRACT

Page 1 of 9



R100 Rev. 02/2010

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1. **PARTIES:** This Contract is made by and between

Rosa Homes LLC (Buyer) and
New 7xtech LLC (Seller), and is effective
 as of the date and time defined in paragraph 23 (the "Effective Date").

2. **PROPERTY:** For the consideration hereinafter set forth, Buyer agrees to purchase and Seller agrees to sell the real property commonly known as

10410+1046 E. Walnut St. Springfield, MO 65803
 (address) (city) (county) State of Missouri.

(check applicable provisions)

☒ See attached Legal Description (parties to date and initial); or ☐ Legal Description:

see title

together with all attached improvements and fixtures located on the property, and the following items included in the sale

but excluding the following items which are not being sold

all of which is, except exclusions, the "Property" in this Contract.

3. **PRICE:** The sale price to be paid by Buyer to Seller, excluding costs as hereinafter provided, is (\$) which Buyer agrees to pay as follows:

(check applicable provisions) ☐ Cash ☒ Check ☐ Earnest Money Note

☒ Earnest Money from Buyer in the form of to be deposited or held pursuant to paragraph 4 hereof, upon contract acceptance, in the amount of \$
 (Earnest Money Note to be paid by Buyer at closing in cash or certified funds, unless otherwise provided.)

☒ Buyer obtaining financing in accordance with attached **Financing Addendum**, in the amount of \$
☐ Buyer's payment of balance of sale price in cash or certified funds, which includes Earnest Money Note, if any, at

closing in the amount of \$

(Amount to be adjusted at closing to reflect loan fees, title company fees, prorations, closing costs and other similar fees and expenses.)
 4. **EARNEST MONEY:** Earnest money shall be deposited by selling broker with Horse Team Property (selling broker's escrow or trust account if blank) (the "Escrow Agent") within 10 banking days after the Signature Date. Escrow Agent may deposit in an account insured by the FDIC with interest, if any, paid to Escrow Agent. If the transaction is closed, the Earnest Money shall be applied to Purchase Price or as directed by Buyer. If either party fails or refuses to perform, or if any contingency is not satisfied or waived, Escrow Agent shall not make a determination as to which party is entitled to the Earnest Money, and shall retain the Earnest Money in accordance with state law, until either: (i) Buyer and Seller have delivered joint written instructions regarding disposition to Escrow Agent; (ii) disposition has been ordered by a final court order; (iii) the broker deposits the Earnest Money with the court pursuant to applicable court rules or by the rules of any arbitration procedure; or (iv) if none of the above has occurred within 30 days of the scheduled closing, the Escrow Agent may pay the funds to the State Treasurer as provided in RSMo Chapter 339. Any

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GRW Seller's Initials: JHS Buyer's Initials: SD Buyer's Initials:

Instant Forms



REAL ESTATE CONTRACT

Page 2 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS: 1640 & 1046 E. Walnut St. Springfield, MO 65803

attorneys' fees, court costs and other legal expenses incurred by Escrow Agent in connection with such dispute, shall be reimbursed from the Earnest Money funds or note deposited with Escrow Agent. If this Contract is canceled pursuant to its terms or if the Earnest Money or Earnest Money Note is to be forfeited, collected, or refunded, the parties agree that the amount distributed shall be reduced by any additional amounts due to, or unpaid charges incurred by, listing broker, selling broker, or Escrow Agent on behalf of the party receiving the funds, as hereinafter provided.

5. CONTINGENCIES NOT CONTAINED IN THE PRINTED TERMS OF THIS CONTRACT MUST BE SPECIFIED ON AN APPLICABLE ADDENDUM AND THE DATE FOR SATISFYING SUCH CONTINGENCIES, IF ANY, SHALL BE THE CLOSING DATE UNLESS OTHERWISE AGREED IN WRITING.

6. ADDITIONAL TERMS AND CONDITIONS: The following Addenda, if applicable, are attached and incorporated herein at the time of acceptance:

☐ Addendum ☐ Contingency for Sale and Closing of Buyer's Property ☐ Possession Prior to Closing ☐ New Home Repair ☐ Possession After Closing ☐ Contingency for Lead-Based Paint Testing ☐ Debt Holder Approval Contingency

☐ Other Contingencies:

7. CLOSING AND POSSESSION: The "Closing" is the delivery of the Seller's warranty deed for the purchase price paid by Buyer after all documents have been signed, and shall be see addendum (the "Closing Date"), unless otherwise agreed to in writing. Possession of the Property and keys to be delivered to Buyer no later than _____ o'clock _____ m. on (check one): ☐ day of Closing, ☐ _____ days after Closing, or ☐ _____ days prior to Closing. If Buyer is to take possession prior to closing, a Possession Prior to Closing form should be signed by all parties. If Seller is to remain in possession after the Closing, a Possession After Closing form should be signed by all parties. Seller acknowledges that sale proceeds may not be disbursed until the deed, and deed of trust, if applicable, have been recorded.

8. SALE DATA: Broker may provide sale data of this transaction, including sale price and property address, to the Greater Springfield Board of REALTORS® and its Multiple Listing Service, its members, members' prospects, appraisers and other professional users of real estate data.

9. PROPERTY INSPECTION/DUE DILIGENCE: General Provisions: Buyer may, at Buyer's expense, employ independent, qualified inspectors of Buyer's choice (and shall arrange for any inspections and testing required by a lender, if any) to perform inspections and testing provided below. Seller shall have all utilities turned on, and give Buyer and/or Buyer's representatives reasonable access to inspect the Property. If the property is new construction, the time periods in paragraph 9 shall commence upon Seller's written notice to Buyer that all construction is completed and ready for inspection. Buyer shall be responsible for all damage caused to persons or the Property resulting from such inspections. Any reference to "days" in Paragraph 9 shall mean calendar days. Buyer must provide Seller or Listing Broker with a written list of unacceptable defects/conditions as defined in Option (a) or (b) as applicable and a copy of the relevant inspection report (the "Defects Notice") within ten (10) days after the Signature Date (or such other period specified below for a Defects Notice), following which Seller shall have ten (10) days to notify Buyer in writing (the "Defects Response") if Seller is willing to correct such defects and conditions prior to the Closing Date, in whole or in part, or to make an allowance to Buyer for the cost of correction. If Buyer provides a timely Defects Notice and either Seller does not provide a timely Defects Response, or Buyer and Seller cannot within five (5) days after Seller's Defects Response agree upon the corrections and additional testing thereafter, and/or a Purchase Price adjustment therefore (the "Defects Agreement"), then Buyer may terminate this Contract by written notice to Seller or Listing Broker within twenty-four (24) hours after the deadline to reach a Defects Agreement. In the event Buyer's inspection report indicates a specialist is required for inspection of particular areas of the Property, Buyer may so indicate in the Defects Notice and receive an additional five (5) days in which to obtain a specialist's evaluation and to report those findings to the Seller (the "Specialists' Report"), but the Defects Notice must be provided by Buyer to Seller within the original period specified for any other conditions unrelated to the area which the specialist needs to examine. A Specialists' Report and related notice of defects must be provided to Seller within the 5-day period, and Seller does not have to respond to Buyer's original Defects Notice until 10 days after the additional 5-day Specialist Report deadline. If the Buyer does not actually obtain and provide a Specialists' Report after agreed to by Seller, then Buyer is deemed to waive any objections to such condition. In the event of timely cancellation of this Contract pursuant to Paragraph 9, if not disputed, Buyer's Earnest Money deposit shall be refunded to Buyer less any expenses incurred on Buyer's behalf, and neither Party shall have any remedy against the other for damages, costs, compensation

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PROPERTY ADDRESS: 1040 - 1046 E Walnut St, Springfield, MO 65805

or otherwise. Any repairs or corrections undertaken by or for Seller pursuant to this paragraph shall be made in a workmanlike manner with good quality materials and completed prior to Closing, unless otherwise agreed in a written document signed by the parties, and Buyer acknowledges that restoration of cosmetic appearance following such repairs might not be possible. Any suggestion regarding use of, or arrangement for, inspectors or inspections shall not constitute a recommendation as to the skill, competence, or qualification of any Inspector(s), and Seller and Listing Broker shall have no liability to Buyer for the conduct of third parties providing inspection or testing services to Buyer. If neither Seller nor Listing Broker receives a written Defects Notice or termination notice in accordance with paragraph 9, then Buyer shall be deemed to have waived any termination rights hereunder, and shall proceed to Closing and accept the Property in its "As-Is" condition on the date of Buyer's offer, except for material damage caused by Seller after the Signature Date and prior to Buyer's possession, normal wear and tear excepted. Any reference to the "Signature Date" means the date of the last signature to the Real Estate Sale Contract. The parties' rights under paragraph 9 are detailed below. (MARK OPTION

(a) OR OPTION (b))

OPTION (a). Limited Inspection/Due Diligence: Buyer's inspections and testing are for the sole purpose of determining whether there are any material defects or conditions existing on the Property, in the categories designated in (1), (2), and (3) below, which are not readily apparent to the Buyer and would materially affect a reasonably prudent person's decision to complete the transaction contemplated by this Contract.

(1). **Wood-Destroying Organisms:** Buyer may obtain an inspection and report of the presence of current or past untreated infestation by termites, fungi and/or other wood-destroying organisms (a "WDO Report") from a reputable, licensed pest control firm of the accessible areas of buildings or structures on the Property, to determine the presence of current or past untreated infestation by wood-destroying organisms ("WDO"). Buyer must obtain and provide a WDO Report with a Defects Notice to Seller or Listing Broker at least ten (10), but no more than thirty (30), days prior to the Closing Date, and if the WDO Report indicates evidence of current or past untreated wood-destroying insect infestation, Seller agrees to pay for the usual and customary cost of having the Property treated for the control of the infestation by a reputable, licensed pest control firm. If a timely WDO Report also indicates evidence of other untreated wood-destroying fungi and/or other organisms, or evidence of damage to the Property resulting from any WDO, the general provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

(2). **Water/well/wastewater:** Buyer and/or Buyer's lender may arrange and pay for an inspection of the water/well, septic/sewer system, wastewater treatment system, sewer and water lines (a "Water/Sewer Inspection"). Any Water/Sewer Inspection must be conducted by a provider licensed/registered with the State or County Health Department, according to R.S.Mo 701.025 et seq., and 19 C.S.R. 20-3.060, and in compliance with applicable regulations and standards. Buyer must deliver to Seller or Listing Broker a written notice of Buyer's requirement of a Water/Sewer inspection within ten (10) days after the "Signature Date", after which Seller has ten (10) days to arrange and pay for the site preparation, including exposing a portion of the wastewater system. Any Water/Sewer Inspection must be completed and the Inspector's report provided to Seller or Listing Broker within thirty (30) calendar days after the Signature Date of the Contract, but in no event shall this take place later than five (5) calendar days prior to Closing Date. Seller shall arrange and pay for the refilling of all inspection sites to grade-level. If Buyer timely delivers a report and Defect Notice indicating that the water/well/wastewater treatment system is malfunctioning or otherwise not meeting the applicable governmental standards, then the general provisions above for a Defects Response and Defects Agreement shall apply.

(3). **Other Inspections:** Any other inspection/test desired by Buyer may only be to determine whether the Property has material defects/conditions that were not readily apparent to Buyer relating to: (i) the appliances, plumbing systems, electrical system, heating system, central air conditioning system, air conditioning units, and other mechanical equipment being sold with the Property; (ii) structural or environmental aspects, sink holes, and soil composition; and, (iii) such other inspections as specifically agreed elsewhere in this Contract. Material defects/conditions do NOT include non-conformity with current building codes and governmental regulations with which Seller is not required to comply; condition of interior and exterior paint (excluding presence of lead-based paint); weather stripping and sealing; caulking; minor defects, deterioration or damage resulting from age, exposure to the elements, ordinary wear and tear, or conditions that were readily apparent at the time of Buyer's offer. Buyer is not entitled to include in its Defects Notice any item noted or recommended in an inspector's report that is not defined above as a material defect. The General Provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

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151 PROPERTY ADDRESS: 1040 & 1046 E. Walnut St. Springfield, MA 01103

152 ☐ **OPTION (b) Unlimited Due Diligence:** For additional non-refundable consideration of \$_____ paid to
153 Seller (which shall be applied to the Purchase Price at Closing), the Buyer is obtaining a right to an unconditional due diligence
154 period to allow Buyer and its authorized representatives to be given access to inspect the Property and improvements, within
155 _____ (10 days if blank) days from the Signature Date (the "Inspection Period"), at Buyer's own expense. Within such
156 Inspection Period, Buyer must deliver in writing a notice that Buyer is electing to cancel this Contract, or a Defects Notice. If
157 neither notice is timely delivered by Buyer, then Buyer shall be conclusively deemed to accept the property and its condition, and
158 shall proceed to closing in compliance with the remainder of this Contract. If Buyer delivers a timely Defects Notice, Seller shall
159 have _____ (10 days if blank) days thereafter to deliver its Defects Response. The general provisions of paragraph 9 shall apply
160 to the extent not modified in this option (b).

161 **BUYER ACKNOWLEDGES AND AGREES THAT THE RIGHTS OF INSPECTION/DUE DILIGENCE CONTAINED IN THIS**
162 **PARAGRAPH #9 SHALL NOT IN ANY WAY RELIEVE BUYER FROM THE DUTY TO SATISFY ANY CONTINGENCIES**
163 **CONTAINED IN THIS CONTRACT WITHIN THE APPLICABLE TIME PERIODS, INCLUDING, BUT NOT LIMITED TO, COMPLI-**
164 **ANCE WITH TERMS OF A FINANCING CONTINGENCY, IF ANY.**

165 **10. VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property prior to Closing, not as
166 a contingency of the sale, but solely to confirm that (a) repairs have been completed as agreed in writing by Buyer and Seller, (b)
167 Seller has complied with Seller's other obligations, and (c) the Property is otherwise in substantially the same condition, subject to
168 normal wear and tear, as on the date of the offer, unless otherwise agreed in writing.

169 **11. REMEDIES UPON DEFAULT:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material
170 provision within the time limits required by this Contract. If either party defaults, the party claiming a default shall notify the other party
171 in writing of the nature of the default and terminate this Contract or extend the time for performance by a written document signed by
172 all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure
173 to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Contract. If
174 this Contract shall not be closed for the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated
175 damages, it being agreed that actual damages are difficult, if not impossible, to ascertain. Any liquidated damages paid to Seller after
176 costs of collection shall be divided equally between Seller and Listing Broker. If this Contract shall not be closed for the fault of Seller,
177 then 10% of total sale price shall be paid by Seller to Buyer as liquidated damages, to be divided equally between Buyer and Buyer's
178 Broker after costs of collection, in addition to return of Buyer's Earnest Money less expenses incurred on Buyer's behalf, it being
179 agreed that actual damages are difficult, if not impossible to ascertain, or Buyer may pursue any other remedies, including suit for
180 specific performance. If legal action is brought arising out of the Contract, the prevailing party shall be entitled to reasonable attor-
181 neys' and paralegal fees, and other costs, charges and expenses incurred related to enforcing this Agreement.

182 **12. SELLER'S DISCLOSURE STATEMENT: (mark one below)**
183 ☐ **Not Applicable.** Seller is not providing any Seller's Disclosure Statement or other written statement about the Property's
184 condition or features, except as required by federal, state or local law. Seller has been informed of Lead-based Paint and
185 Methamphetamine Disclosure Requirements.

186 ☒ **Received.** Seller has provided a voluntary Seller's Disclosure Statement containing information relating to Seller and the
187 Property. Buyer confirms that before signing this contract form as an offer to purchase, Buyer received and signed a copy of Seller's
188 Disclosure Statement. The Buyer acknowledges the Seller's Disclosure is not a substitute for any inspection that Buyer may wish to
189 obtain, and Buyer is advised to address any concerns Buyer may have about information in the Disclosure Statement by use of
190 contingencies to this Contract, and by having the Property inspected by qualified professionals. Buyer acknowledges and agrees that
191 the Property is being sold in its existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made
192 any representations or warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the
193 Property, other than the following:

194 ☐ **Buyer Requirement.** Within _____ hours (24, if left blank) after the Effective Date, Seller shall provide a Seller's Disclosure
195 Statement containing information relating to Seller and the Property. The Buyer will be entitled to _____ hours (72, if left blank) to review

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199 Seller's Initials: GML Seller's Initials: JHS Buyer's Initials: [Signature] Buyer's Initials: [Signature]

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204 PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Springfield, MO 65803

205 the disclosure, and notify if Buyer wants to terminate the Contract based upon the disclosure(s) (and if not disputed, be refunded the
206 Earnest Money). If Buyer does not terminate within such time period, then Buyer waives any conditions in the Disclosure, and shall
207 proceed under the Contract. Buyer acknowledges that the Seller's Disclosure is not a substitute for any inspection(s) that Buyer may
208 wish to obtain, and Buyer understands that the inspection periods in this Contract are not delayed or extended by this paragraph.
209 Any concerns Buyer may have about the Property or Seller must be addressed by use of contingencies to this Contract, and by
210 having the Property inspected by qualified professionals. Buyer acknowledges and agrees that the Property is being sold in its
211 existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made any representations or
212 warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the Property, other than
213 the following:

214 **13. SELLER/BUYER DISCLOSURES:** Seller reaffirms there have been no material, adverse changes to the facts disclosed in
215 Seller's Disclosure Statement (if any). Each party affirms there are no material, adverse financial or legal conditions that might affect
216 its ability to convey/purchase the Property or perform any other conditions of this Contract. Both parties agree to immediately provide
217 their Tax Identification Number if requested by the Closing Agent or a lender. Each party represents to the other that no laws disqualify
218 them from the transaction contemplated under this Contract, including but not limited to the USA Patriot Act (Public Law 107-56) and
219 Presidential Executive Order 13224 (effective September 24, 2001).

220 **14. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Buyer is solely responsible for investigating any possibility of criminal
221 activity or sex offenders being in the vicinity of the Property. A "Sex Offender Registry" is freely available on the Missouri State
222 Highway Patrol's (and most County Sheriffs') Internet websites relating to persons who have registered because they have been
223 convicted of, found guilty of, or plead guilty to committing or attempting to commit sexual offenses. It is understood that these sources
224 may not reflect the entire criminal history of a particular individual, that offenders of other serious crimes such as kidnapping, felonious
225 restraint, or child abuse may not be listed on these websites.

226 **15. CLOSING PROCEDURES:** Necessary title information shall be ordered by Seller within ten (10) days after the Signature
227 Date and promptly delivered to Buyer. Seller shall provide at Seller's expense a commitment to insure title in the amount of the
228 purchase price from a company authorized to insure titles in the State of Missouri, showing merchantable title in Seller in accordance
229 with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivi-
230 sion restrictions, covenants, declarations, setback lines, easements, and zoning laws of record as of the Effective Date, and the lien
231 of current year's taxes. Buyer may, at Buyer's expense, obtain a survey (and shall obtain a survey if required by a lender or title
232 company). Buyer shall pay the premium for title policy. Buyer may, at Buyer's expense, have the title commitment examined, and if
233 applicable, Buyer shall provide to Seller or Listing Broker in writing any valid objections to title and survey prior to the Closing Date,
234 and Seller shall make reasonable effort to correct the valid objections, and if not corrected, Buyer may waive the objections and close,
235 or elect to terminate the Contract, and if not disputed, receive the Earnest Money less any expenses incurred on Buyer's behalf. At
236 Closing, Seller shall deliver a warranty deed and all other documents and funds reasonably necessary to complete the Closing, and
237 Buyer shall deliver cash or certified funds sufficient to satisfy Buyer's payment obligations and all other documents necessary to
238 complete the Closing. If a closing fee is charged, the cost will be shared equally by Seller and Buyer, unless otherwise provided.
239 Recording fees shall be paid by the party for whom the fee is attributable. Closing Agent must be acceptable to Listing Broker, and
240 Closing shall occur at Closing Agent's office unless agreed otherwise in writing. Seller will warrant at Closing there are no unpaid bills
241 for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by
242 special assessment or fee. If requested by Buyer or Buyer's lender, Seller agrees to furnish all assurances, indemnities, deposits, or
243 other requirements of the insuring Title Insurance Company in order for an Owners' Title Insurance Policy, when issued, to contain
244 no exception as to mechanic's/materialmen's liens or the right to such liens not shown by the public records. Buyer agrees that if
245 Seller cannot furnish requirements for this coverage then Buyer may elect either to waive this requirement and accept an Owners'
246 Title Insurance Policy without unrecorded mechanic's/materialmen's lien coverage and close, or terminate this Contract and have the
247 Earnest Money deposit made herewith returned, less any expenses incurred on Buyer's behalf. Rental deposits held by Seller, if any,
248 shall be credited to Buyer at Closing. Brokers will be paid at closing as set forth in the Broker Services Agreement. Parties agree to
249 provide their tax identification number and proof of identity immediately upon lawful request by closing agent/lender.

250 **16. PRO-RATION:** Taxes, insurance, interest, onsite fuel, rentals, and association dues, if applicable, shall be prorated to Closing
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Date. If the current year's taxes cannot be determined, the pro-rata will be based on the preceding year's taxes with adjustments for known changes in assessed valuation or tax levies.

17. LOSS: In the event of material loss from fire or other casualty prior to Closing, Buyer may elect to accept the insurance proceeds, if any, and close, or to terminate this Contract and have the Earnest Money deposit returned, less any expenses incurred on Buyer's behalf.

18. BINDING EFFECT; APPLICABLE LAW: This Contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, or assigns, and shall be construed and enforced in accordance with the internal laws of the State of Missouri.

19. ENTIRE AGREEMENT: This Contract and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Contract, which supersedes all prior Agreements, and this Contract may not be changed, modified, or amended, in whole or in part, except by a written document signed by all the parties.

20. ASSIGNMENT OF CONTRACT: This Contract may be assigned by Buyer unless this contract is subject to a financing contingency, in which case it is assignable only with the prior written consent of Seller, which consent shall not be unreasonably withheld.

21. TIME IS OF THE ESSENCE: Time is of the essence in the performance of each provision of this Contract by the parties. All references to a specific time shall mean Central Time. All references to periods of days shall mean calendar days, unless otherwise provided.

22. NOTICES: Unless otherwise specified elsewhere in this contract, any notice required or permitted shall be in writing and may be delivered in person or sent by telefax or certified mail postage prepaid, to the address or number set forth in this Contract or such other address or number specified by a party in writing. Notice shall be deemed made at the date and time of personal delivery, sending of telefax or mailing. Receipt of notice by a Broker (Salesperson) assisting a party shall be deemed receipt by the party.

23. EXECUTION; EFFECTIVE /SIGNATURE DATE: The execution and delivery of an original or facsimile transmissions of this Contract shall constitute legal and binding obligations of the parties upon execution by all parties and the giving of oral or written notification of such execution by the salesperson assisting the last party that executes the Contract to the other party or to the salesperson assisting them, if applicable. Notice of execution is effective upon its sending, regardless of time of receipt, and shall constitute the "Effective Date". Any reference to "Signature Date" means the date of the last party's signature on the Real Estate Sale Contract.

24. MULTIPLE OFFERS & CONFIDENTIALITY: Buyer is aware that it is possible that the existence, terms, and conditions of any offer they make may be disclosed to other potential purchasers, by Seller or by Seller's representatives, in an effort to procure multiple offers.

EXPIRATION OF OFFER: This offer shall expire unless accepted by Seller on or before 4/4/14 at 12:00 o'clock p.m. unless previously withdrawn by Buyer. Notice of acceptance, rejection or counter offer shall promptly be delivered to Buyer.

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301 PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Spfld, Mo 65803

302
303 ☐ **Back-up Offer:** Buyer understands that this Offer, if accepted, will be for a back-up contract, because the Property is already
304 under one or more contract(s) with other buyers that may contain certain preconditions to closing such as the prior buyer selling
305 its property, or obtaining financing, or other contingencies (called "contingency contracts"). Some contingency contracts allow the
306 Seller to give notice of this contract being signed, and the prior buyer will have a certain amount of time to waive their contingen-
307 cies to keep their contract in force or the Seller may terminate the prior contract (called a "kick-out clause"); others may allow the
308 Seller to accept this offer and immediately terminate the prior contract(s); others may not give Seller the right to cancel until
309 closing fails or prior buyer agrees to cancel. Buyer understands that the contract(s) with priority over this offer is/are:

- 310
311 ☐ **Kick-Out Clause:** notice must be given, and prior buyer can prevent its contract from being terminated by Seller.
312 ☐ **Terminated by Agreement or Failure to Close:** Seller cannot cancel—prior buyer(s) must agree to cancel or other-
313 wise fail to close.
314

315 Buyer agrees that acceptance and signature of this contract by Seller are contingent upon the failure of the pre-existing
316 contract(s) to close, whether by kick-out notice, automatic cancellation or failure to meet conditions for closing. It is agreed that
317 the "effective date" of this Contract shall be the date that Seller gives written notice that this Contract has become the primary
318 contract, until which time Buyer may cancel this Contract in writing. The time limits specified elsewhere in this Contract shall
319 commence on the "effective date" defined in this paragraph, rather than the Signature Date. The Selling Broker shall deposit any
320 Earnest Money from Buyer in accordance with paragraph 4.
321

322
323 **INSTRUCTION TO LISTING BROKER:** Page 9 of this Real Estate Sale Contract should be signed by Seller only if Seller
324 accepts the offer:

325 ☐ ACCEPTED ☐ COUNTER OFFER ☐ REJECTED
326

327
328 **INSTRUCTION TO BROKER:** Selling Broker (Salesperson) must complete all Broker information (except signatures or initials of
329 Listing Broker) prior to having Buyer sign and presenting the offer.
330

331 **The Signing of this Form Confirms the Parties' Receipt of the Broker Disclosure Form Prescribed by the Missouri Real**
332 **Estate Commission, upon Broker Obtaining Any Personal or Financial Information or Before the Signing of a Brokerage**
333 **Services Agreement, Whichever Occurred First.**
334

335 **The Duties of the Broker in a Real Estate Transaction Do Not Relieve a Seller/Landlord or a Buyer/Tenant from the**
336 **Responsibility to Protect Their Own Interests. You Should Carefully Read All Documents to Assure They Adequately**
337 **Express Your Understanding of the Transaction. A Real Estate Licensee is a Person Qualified to Advise about Real Estate.**
338 **If Legal or Tax Advice is Desired, Consult an Attorney or Tax Advisor.**
339

BROKER FEES

(Check all applicable boxes)

342
343
344 ☒ Seller/Landlord
345 ☒ Seller/Landlord

☐ Buyer/Tenant
☐ Buyer/Tenant

to pay Listing Broker's Fee
to pay Selling/Leasing Broker's

346
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349
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LISTING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Listing Broker is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Listing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller.

☐ **DUAL LIMITED AGENT.** Listing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information known about the Property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER.** Listing Broker (salesperson) is acting as a transaction broker assisting the Seller/Landlord under a Listing Agreement, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

☐ **NO LISTING BROKER.** The Seller/Landlord acknowledges that there is no Listing Broker (salesperson), and the Selling/Leasing Broker (salesperson) is assisting or representing Buyer/Tenant and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord

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FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A
LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 1 of 2

R110 Rev.9/06

The undersigned hereby agree that this Financing Addendum shall become a part of the attached Real Estate Sale Contract
between Rosa Jones LLC as Buyer and
New Zxtech LLC as Seller, for Seller's
property located at 1040 x 1046 E. Walnut St. Springfield, MO 65803
(Only those paragraphs which are completed shall be applicable. Special Agreements and/or other financing contingencies should
be completed at the bottom of this form.)

☐ **A. NEW FINANCING:** This Contract is contingent upon Buyer obtaining new financing in the amount of
\$ _____. Buyer shall make a formal written application for credit and order and pay for all appraisals within
_____ days (7 days if blank) after contract acceptance, and shall pay all fees and provide all information required by Lender. Buyer
shall use best efforts to obtain financing, including, but not limited to, acceptance of financing terms, conditions, fees, interest rates
and amortization periods, which are generally available from Lenders in the vicinity of the Property, as of the application date. Buyer
shall, upon written request of Seller, provide Seller within seven (7) days, a written opinion from Buyer's Lender stating Lender's belief
that the loan will be made to Buyer by Lender, subject to employment and credit verifications and satisfactory appraisal, or that the
loan requested by Buyer will not be made. Seller may terminate this Contract by written notice to Buyer if (i) Buyer fails to provide
the written opinion from the Lender, or (ii) after receipt of the written opinion Seller reasonably determines that Lender will not make
the loan. Such notice shall be made by Seller within seven (7) days of the due date for the written opinion of Lender or the receipt of
the written opinion, whichever is earlier, failing which Buyer shall be deemed to have satisfied this condition. If the Contract is termi-
nated as a result of Buyer's inability to obtain financing, through no fault of Buyer, Buyer's Earnest Money shall be returned, less any
expenses incurred on Buyer's behalf.

☐ **B. LOAN ASSUMPTION:** The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note
payable to _____, with a remaining term of approximately _____
years, and currently bearing interest of _____ percent per annum, with an unpaid principal balance as of the closing date of approxi-
mately \$ _____ and the Buyer will, on the closing date, as part of the purchase price, assume and agree to pay
the actual remaining unpaid balance of said note. (Assumption by Buyer does not necessarily relieve Seller from continued liability.)
In the event Buyer is unable to obtain consent of the Lender to assume the loan within _____ days of the Effective Date, then this
Contract shall be null and void and Buyer's Earnest Money shall be returned less any expenses incurred on Buyer's behalf.

☒ **C. SELLER FINANCING:** Seller agrees to provide financing in the amount of \$ _____ with interest
at 10% percent per annum amortized over a period of 12 ☐ Years ☒ Months with monthly principal and interest
payments of \$ 3422.53. Payments shall be made payable
to New Zxtech LLC and shall be delivered to
_____ on the 1st day of each month, and the first payment will be
due see addendum. Property insurance and real estate taxes shall be paid when due by Buyer. There will be an
additional principal payment of \$ _____ payable on _____. The entire remaining
unpaid balance will balloon and become due in 12 months from closing. This financing shall be secured by a ☐ (First Deed of

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING.

Seller's Initials: G Seller's Initials: J Buyer's Initials: DP Buyer's Initials: _____





FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 2 of 2

PROPERTY ADDRESS: 1840 + 1046 E. Walnut St. Springfield, MO 65803

Trust) (Second Deed of Trust subject to _____) unless otherwise specified in Special

Agreements below. Buyer will provide and authorizes release of credit information to Seller and Seller may refuse financing if Buyer's financial information is unsatisfactory to Seller, in which event Seller shall provide written notice of termination to Buyer within _____ days (7 days if blank) of Seller's receipt of the credit information, failing which Seller shall be deemed to have approved Buyer's credit status, provided there is no subsequent material change in Buyer's credit status prior to closing, and provided in the event of such material change, the Contract at Seller's option shall be null and void and Buyer's Earnest Money shall be returned less any expenses incurred on Buyer's behalf. The financial documents shall contain the following provisions: (i) Buyer shall not assign, transfer, or sell on Contract for Deed without the prior written consent of Seller. Buyer shall have the right to prepay without penalty, at any payment date; (ii) the financing documents will provide usual and customary terms unless specified in Special Agreements below.

SELLER IS ADVISED TO SEEK LEGAL COUNSEL AND/OR TAX ADVICE PRIOR TO AGREEING TO PROVIDE FINANCING

☐ **D. GOVERNMENT FINANCING:** If the new financing described in paragraph A above is subject to Buyer's ability to obtain a U.S. Government insured or guaranteed loan (FHA or VA) or any such loan which is underwritten according to U.S. Government Loan Standards or HUD Regulations (such as MHDC Bond Money), a Government Financing Addendum shall be completed and attached to this Contract.

☐ **E. FINANCING CONTINGENCIES:** Buyer's obligation to obtain financing is contingent upon:
☐ Receiving a "gift letter" in the amount of \$_____ from _____ within ten (10) days of the Effective Date.
☐ Co-signing on loan by _____ in which case co-signer(s) agrees to provide written confirmation within ten (10) days of the Effective Date.

☒ **F. SPECIAL AGREEMENTS:** see addendum

Signed on _____, 20____ at _____ m. Signed on 9/10, 2014 at 3:00 p.m.

Seller G

Seller J

Managing member of Roza Capital Group
 Buyer

Buyer

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Seller's Initials: G Seller's Initials: J Buyer's Initials: AD Buyer's Initials: _____





ADDENDUM

Page 1 of 1



RT156 Rev. 9/08

01 THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN
02 ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- 03 ☒ **Special Agreements:** Used for additional terms not covered by the original Sale Contract form, for terms which required
04 additional explanation, OR, for changes in the preprinted contract language.
05 ☐ **Change:** Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new
06 terms.
07 ☐ **Counter Offer:** Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and
08 Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including
09 Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers
10 or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use
11 a new Addendum. If the Counter Offer modifies the sale price, and the offer contains a financing contingency, the
12 amount to be financed will be the same percentage of the sale price that the original offer contained, unless spec-
13 ified otherwise in writing.
14 ☐ **Waiver:** Used to remove contingencies or other requirements of the original Sale Contract.
15 ☐ **Modified Offer/Modified Counter Offer:** Used when an offer or counter offer previously made is being modified prior to
16 signature and notification by the other party.

17 The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

18 P. Sza Homes LLC as Buyer and

19 New Bxteck LLC as Seller, for Seller's

20 Property located at: 1060 & 1040 E. Walnut St Springfield, MO 65803

21 In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

22 Upon agreed terms of price and purchase procedure this contract will include a window of time for the buyer to
23 receive in writing satisfactory results to; financing acceptance, city and historical district questions and concerns to
24 the current use and proposed changes. After these things are addressed and are satisfactory the closing date will
25 be established on or before 60 days from that time.

26 2) Vary boundary lines & both properties w/ all #apartments within
27 them now.

28 By their signature, the undersigned acknowledge receipt of a copy of this document. **THIS IS A LEGALLY BINDING CONTRACT;**
29 **IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY.** Any change to this Agreement must contain the initials of all
30 parties.

31 Signed on 4/17, 2014 at _____ m Signed on 4/10, 2014 at 4:30 P. m

32 Guangwen Lin

33 Seller

34 Junkang Shun

35 Seller

36 Listing Broker

37 Maat

38 Authorized Salesperson

39 Buyer Managing Member of Rose Capital Group LLC

40 Buyer

41 Home Team Property

42 Selling Broker

43 Authorized Salesperson

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Seller's Initials: GL Seller's Initials: JS Buyer's Initials: HT Buyer's Initials: _____

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ADDENDUM

Page 1 of 1



RIHA Reg. 1/2014

THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- ☐ Special Agreements: Used for additional terms not covered by the original Sale Contract form, for terms which required additional explanation, OR, for changes in the preprinted contract language.
- ☐ Change: Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new terms.
- ☒ Counter Offer / ☐ Modified Offer: Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use a new Addendum. If the Counter/Modified Offer changes the sale price, and the offer contains a financing contingency, the amount to be financed will be the same percentage of the sale price that the original offer contained, unless specified otherwise in writing.
- ☐ Waiver: Used to remove contingencies or other requirements of the original Sale Contract.

The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

Roza Homes LLC

as Buyer and

Junhong Shen & Guanwen Lin

as Seller, for Seller's

Property located at: 1040 & 1046 E. Walnut St, Springfield, MO

In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

- The sale price to be \$400,000;
- Sellers to be Junhong Shen & Guanwen Lin instead of New ZxTech LLC.

3. Sellers will not do financing.

By their signature, the undersigned acknowledge receipt of a copy of this document. THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY. Any change to this Agreement must contain the initials of all parties.

Signed on April 9, 2014 at _____ m

Guanwen Lin

Seller Junhong Shen
Murney Associates - Primrose

Listing Broker

Signed on 4/29, 2014 at 11:28 a m

Buyer Murphy Associates - Primrose

Buyer Murphy Associates - Primrose

Selling Broker Home Team Realty

Authorized: Daniel H. Hov

Authorized Salesperson Daniel Hov

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Seller's initials: EWL

Seller's initials: JHS

Buyer's initials: MD

Buyer's initials: _____

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REAL ESTATE CONTRACT

Page 8 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Springfield, MO 65803

SELLING/LEASING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Selling/Leasing Broker (salesperson) is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller/Landlord.

☐ **BUYER/TENANT'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Buyer/Tenant.

☐ **DUAL LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information about the property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER ASSISTING BUYER/TENANT.** Selling/Leasing Broker (salesperson) is acting as a transaction broker assisting the Buyer/Tenant, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant, and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord.

☐ **NEUTRAL TRANSACTION BROKER.** Selling/Leasing Broker (salesperson) is acting as a neutral transaction broker assisting both parties without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

Signed on 4/17, 2014 at _____ m.

Signed on 4/10, 2014 at 3:00 p.m.

Seller's Signature: Gilangwen Chen

Buyer's Signature: Murray, member of Rose Capital Group

Address _____

Address _____

Seller's Signature: Junhong Shen

Buyer's Signature _____

Address _____

Address _____

Listing Broker: Murray (Print or Type)

Selling Broker: Home Team Property (Print or Type)

Authorized Listing Salesperson: Daniel Hua (Date) 4/17/14

Authorized Selling Salesperson: [Signature] (Date) 4/10/14

☒ A "Designated" Salesperson

☒ A "Designated" Salesperson

Address _____

Address: 5503 N. 17th St.

Telephone _____

Telefax _____

Telephone: 417-521-8933

Telefax: #1234567

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GWC Seller's Initials: _____ Buyer's Initials: MD Buyer's Initials: _____

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LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

WALNUT STREET URBAN CONSERVATION DISTRICT – WEST

DATE: June 26, 2014

PROPOSAL:

Rehabilitation of Existing Structure:

1. Repair or replace existing siding with material in-kind to original and repaint.
2. Repair or replace all windows in-kind to original or to meet current building code safety egress guidelines with a wood sash window. Discuss possibility of using exterior storm windows on existing windows.
3. Repair or replace existing porch rails, pillars and spindles in-kind to original and repaint to match. Repair historic dental and cedar accents around porch.
4. Repair or replace trims, corners and band boards in-kind to original and repaint to match.
5. Repair or replace gutters and downspouts retaining historic elements in the front and side of building. At the rear of the building, where gutters and downspouts do not exist, install new using materials in-kind to front and sides.
6. Repair and replace roof with new decking and shingles in-kind to existing.
7. Repair or replace the soffits, fascia and moldings in the rear of the structure in-kind to the front and sides with wood like material, cresting, molds, medallions, trim and decorative elements.
8. Remove/demolish rear additions that do not contribute to the historic structure.
9. Replace non-contributing door(s) on the rear elevation with new wood door(s).
10. Repair existing chimney or remove it if unsound structurally.

Other Site Work:

1. Repair or replace all walkways, curbs, steps or walls that are damaged or missing sections in-kind to original.

2. Add and/or stripe new parking spaces at the rear of the lot to meet current off-street parking requirements.

New Construction of Duplex:

1. Construct a new detached duplex structure behind the existing historic structure as shown on attached site plan and described in attached narrative.
 - a. LP Smart Side textured product lap series for siding, trim and fascia
 - b. Vinyl windows
 - c. Steel doors with lighting pattern
 - d. Metal gutters and soffits
 - e. Roof line will not exceed height of current structure and materials will match historic structure in type.
 - f. Walkways, curbs, steps or walls
 - g. Fencing
 - h. Parking & driveways

BACKGROUND:

LOCATION: 1144 E. Walnut Street

APPLICANT: Roza Capital Group, LLC c/o Brandon Dickman (under contract)

RECOMMENDATION:

Staff recommends **approval** of this request, however, the Landmarks Board will need to determine if the new structure and the proposed materials are compatible with other structures in the area without imitating historic building styles.

FINDINGS:

1. The house at 1144 E. Walnut St. is considered a contributing structure in the Walnut Street National Historic District and Walnut Street -West Urban Conservation District.
2. The proposed rehabilitation work is consistent with the Walnut Street Urban Conservation District –West requirements and Walnut Street Historic District Design Guidelines.
3. The size and roofline of the proposed duplex is compatible with massing and scale of the historic structure and will not be easily viewable from Walnut Street.

4. The proposed vinyl windows on the new structure may be inconsistent with the Secretary of Interior's Standards for Rehabilitation and Walnut Street Design Guidelines. Though, the application of vinyl products is not mentioned in the New Construction section of the design guidelines. The proposed steel doors may have similar issues.
5. The Secretary of Interior Standards for Rehabilitation state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
6. The applicant does not currently own the property, but is under contract to purchase it under certain conditions.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
1144 E. Walnut Street

APPLICANT'S PROPOSAL:

The applicant is proposing to rehabilitate the historic structure and construct a new detached duplex behind it as shown on attached photo's, drawings and product literature.

STAFF COMMENTS:

1. All of the proposed exterior renovations to the existing historic structure follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation except the possible removal of the chimney. The Landmarks Board will need to determine whether the removal of the chimney is an option for the applicant or if the chimney is an important characteristic of the structure that should be repaired or replaced. If the chimney is determined to be structurally compromised, alternatives can be discussed between the applicant, BDS and the board. Staff does not object to the demolition of the existing brick outbuilding since it is not contributing to the historic district.
2. The proposed duplex is permitted in the R-HD, High-Density Multi-Family Residential District and Walnut Street-West Urban Conservation District. The proposed residential densities are comparable if not less intense than the apartments in the existing structure. The new construction, detached duplex, appears to follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards by being located behind the historic structure, not overpowering the historic structure and not creating any false historic appearances. The new materials proposed should differentiate the historic from the new. After reviewing the guidelines and applicant's submittal, staff believes the proposed duplex is harmonious in scale to the historic structure and does not detrimentally affect the view from Walnut Street.
3. While the Walnut Street Design Guidelines regarding new construction does not specifically prohibit vinyl windows, the Secretary of Interior's Standards recommend materials that can be found within the same period in which the structure was built or a prominent era. The proposed steel doors may have the same issues. Staff supports all other proposed exterior changes.
4. The applicant has met with Building Development Services prior to the submittal of the Certificate of Appropriateness to verify general compliance with the Zoning Ordinance and building codes Building Development Services state that the window sizes shown indicate that some of them will not meet the emergency egress requirements of the code if they are located in the bedrooms. If this is the case the windows will have to be replaced with a size that will meet the code.

This review does not include a plan and site review for purposes of obtaining a building permit.

5. Public Works Traffic Division reviewed the proposal and had no issues with the request.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Walnut Street UCD, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
1144 E. Walnut Street

PERTINENT SECRETARY OF THE INTERIOR'S STANDARDS (FOR REHABILITATION)

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

PERTINENT WALNUT STREET DESIGN GUIDELINES

NEW CONSTRUCTION:

The following guidelines apply specifically to new construction proposals:

1. Building height should be no taller than its tallest neighbor. On a corner lot, building height should match the majority of structures in all directions.
2. Maintain the same proportions in new construction as in the existing structures in the district in: width to height, foundation to wall, void to solid, porches to structure, roof to wall and structure to yard.
3. Roofs should be of similar slope and shape as those existing in the district. Generally, flat, mansard, and shed roofs are not appropriate.
4. New construction should not detract from the continuity of the streetscape. A uniform setback line should be maintained. If a building must be built behind the uniform setback line, low walls or plantings should be used to maintain alignment. No structure or addition should be built that projects beyond the uniform setback line.
5. New structures should have the same directional emphasis as other structures within the block.
6. Building components and design elements should be similar in size and shape to those already within the district.

WINDOWS:

The Applicant Should Consider:

1. Retaining all original windows in place.
2. Repairing the original window or, if not feasible,

3. Replacing the window in kind, recognizing the importance of sash type, size, muntins, mullions, and glass.
4. Using interior or exterior storm windows that match size, meeting rails, and heads of the original windows.
5. Using clear glass.
6. Installing “greenhouse” windows and skylights on side and rear elevations.

The Applicant Should Avoid:

1. Altering the size or type of windows.
2. Changing the location of windows.
3. Partially or wholly blocking windows.
4. Using glass that isn’t clear unless colored or stained glass is historically documented or appropriate.
5. Installing “greenhouse” windows and skylights on principal elevations.

SIDING:

The Applicant Should Consider:

1. Retaining the historic siding.
2. Repairing the historic siding or, if not feasible,
3. Replacing in kind.

The Applicant Should Avoid:

1. Removing any original or historic material.
2. Covering with any artificial material.
3. Painting unpainted surfaces.
4. Using abrasive cleaning for paint removal or to clean unpainted masonry.
5. Using chemical sealers.

ORDINANCE REVIEW

In addition, General Ordinance No. 3549 & 3560, which created the Walnut Street Urban Conservation district-East states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District (UCD) or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
1144 E. Walnut Street

ARCHITECTURAL SIGNIFICANCE:

1. The architectural survey that was completed on this property stated the following:

Front elevation—Hipped dormer with broad projecting eaves. Single double hung dormer window with one over one sash. The walls of the dormer are covered with butt shingles. The eaves project beyond the walls on the house more broadly than most accentuated by the fact that the front wing has corner chamfers under the gable (see photo). Board modillions are under the eaves with bed moulding at the cornice. The frieze board becomes the window heads to all of the second story windows on the house. The second story wall surface on the house is lap sided with a narrow moulded skirt separating it from the first story. The first story has ship lap siding which, where joined, forms horizontal wide beads. The pediment in the front gable wing is set off by a continuous cornice. The pediment itself is deeply recessed as it is flush with the wall surfaces behind the wide projection eaves and cornice (photo). There is a double hung one over one light sash in the pediment and the face of the area is covered with butt shingles. The first story windows have heavily moulded window heads with moulded corner blocks. The front gabled wind creates an L shaped space with the primary mass of the house. A porch of one story with hipped roof fills the angle and extends around the east elevation until it meets with the east projecting wing. The porch has a moulded cornice with dentil detailing and a fairly broad board entablature. Squat wooden round columns support the porch roof with Ionic plaster cast capitals. The columns rest on red brick piers with limestone caps. There is a wooden balustrade with moulded handrail and turned balusters. The porch floor and structure are of wood. The steps leading to the porch are of wood as well. The doorway is topped with a transom. The entry to the house is at the angle of the walls. Over the entry on the porch roof is a pedimented gable. The cornice is continuous and the face of the pediment is covered with staggered butt shingles. At the corners of the gable under the eaves on the cornice are scroll brackets. At the rear elevation is a two-story shed roofed porch which has been filled in recently as well as a smaller one story open porch in the southeast corner. Added to the rear of the rear hipped gable wing is a one-story modern addition. In the ground near the southeast corner and next to the rear drive is a limestone hitching post with an iron ring in the top. The post is carved so as to appear like a tree trunk.



Application for Certificate of Appropriateness

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:

Received By:

Review:

- ☐ Administrative
☐ Landmarks Board

The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):

Date:

6/12/14

Please type or print name(s) clearly:

Brandon Dickman

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

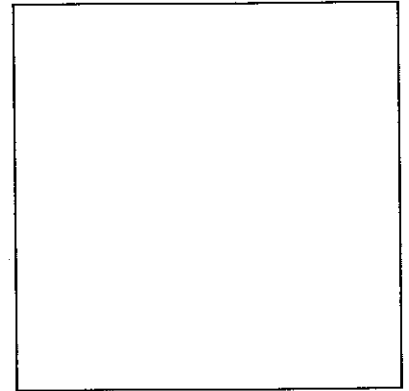
Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 1144 East Walnut, Springfield, MO 65803

APPLICANT INFORMATION:

2. Name of current property owner: Roza
If corporation: Corporate Official: Brandon Dickman
Mailing Address: 1031 East Battlefield, Ste 115B, Springfield, MO
Zip Code: 65807 Telephone: 417-763-3131 Fax: 417-763-3131
E-mail: BrandonD@rozahomes.com



(Corporate Seal)

3. **AUTHORIZED REPRESENTATIVE:**
(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Brandon Dickman
Signature: _____
Mailing Address: 1031 East Battlefield, Ste 115B, Spfld, MO Zip Code: 65807 Fax: Above
Telephone: 4177633131 E-mail: BrandonD@RozaHomes.com

4. **BUILDING DEVELOPMENT SERVICES DISCUSSION:** (Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)

Date of discussion: 6-12-14

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|---|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☒ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☒ New Construction (1, 2, 3, 7) | ☒ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☒ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☒ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans

2 – Elevations

3 – Photographs

4 – Sample of materials to be used

5 – Product literature

6 – Drawings

7 – Exhibit C – Why proposed work should be approved

8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

See Attached Documents- Thank You

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

See Attached Documents- Thank You

1144 E Walnut (Yellow)

Existing Structure proposal

Zoning:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each we have a lot of 70x225 totalling 15750 sq ft of land to use-Current use for this property is 4 apartments, our proposed use will be 2 duplexes totalling 4 units

Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

Architecture

- ☐ Driveways runs between properties off of Walnut street access, as well as entry from back alley way, common for most properties backing to that alley, per traffic department review it is approved for backing into the right away and no additional stress will be put on alley way from the current usage ratio of people
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof replacement is necessary with like colored and material asphalt shingles to repair leaks and damaged areas
 - o Rear area of rotted additions made to the structure are not sound in the support and needs removed; the repair of the back soffits and fascia and moldings will be matched to the existing sides and front of home with wood like material, cresting, molds, medallions, trim and decorative elements
- ☐ Gutters
 - o Retaining Historic elements of the drainage in the front and sides of the property, or at least the look of that system, in back of property update where gutters don't exist from proper drainage with like materials
- ☐ Siding on entire existing structure will be scraped and repaired or replaced with like material sample available and pictures to follow-and fresh coat of paint---back of structure where add ons are rotted, replace with like material and paint to match
- ☐ Trim, corners, and band boards remain the same scrape and paint, replace any rot with new wood of like size and shape and paint
- ☐ Windows
 - o All original windows that are not in working order for safety with be replaced with same size or size to meet safety egress guidelines for current code with a wood sash window to maintain the era
- ☐ Porches-rails and spindles will be replaced with like pieces where they are missing or damaged
- ☐ Outbuildings is not part of historical district and will be removed for safety- per recommendation of Chris Straw with Dangerous Building City of Springfield

New Structure proposal in Rear:

Zoning and Lot Size:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each; we have a lot of 70x225 totaling 15750 sq ft of land to use---referring to planning and zoning it is Residential High Density and can accommodate Duplexes, thus leading to a proposal refer to site plan of new structure in rear as duplex; looking similar to both neighbors on each side for directional appearance, following all set back guidelines set for by planning and zoning as well.

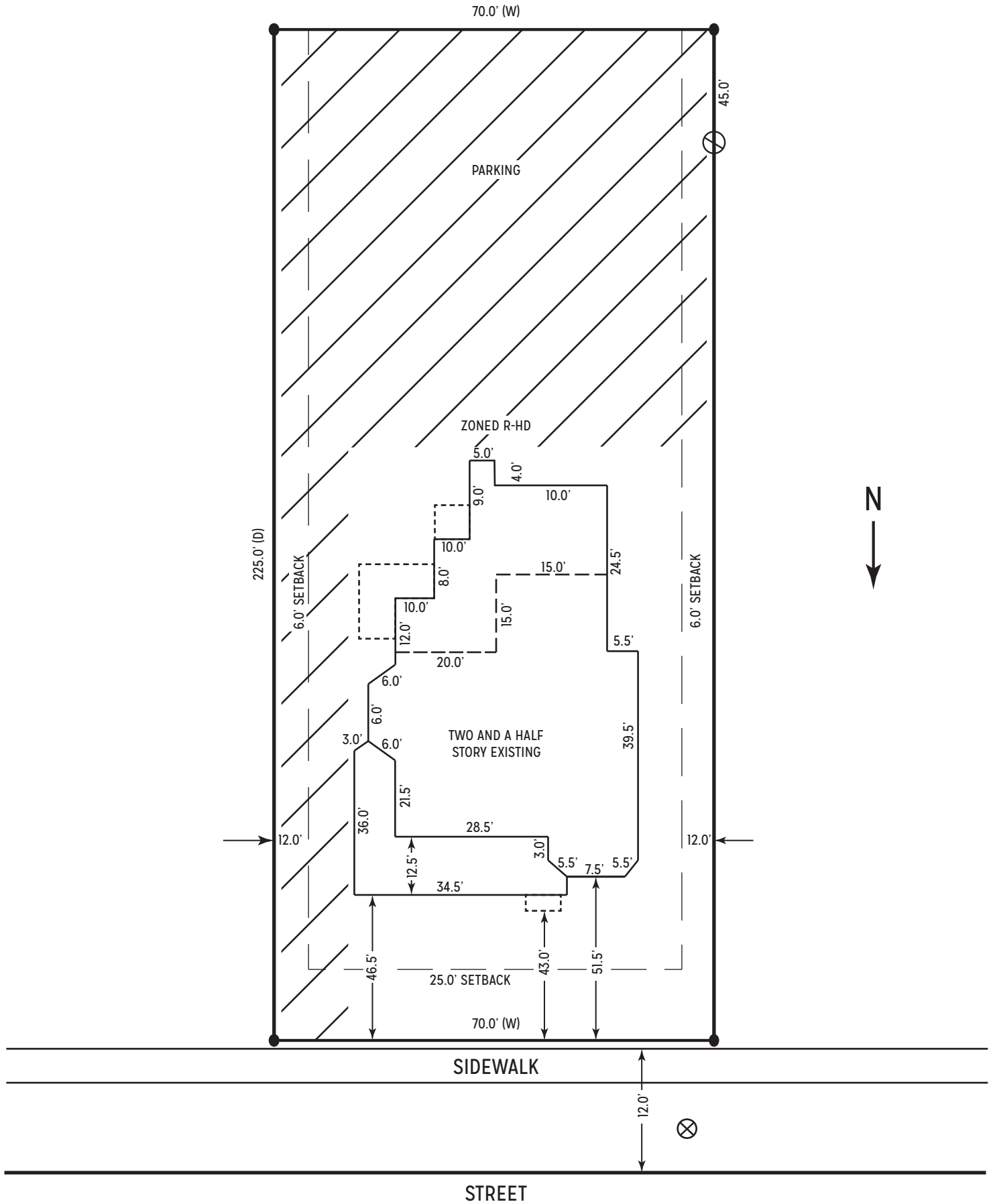
Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

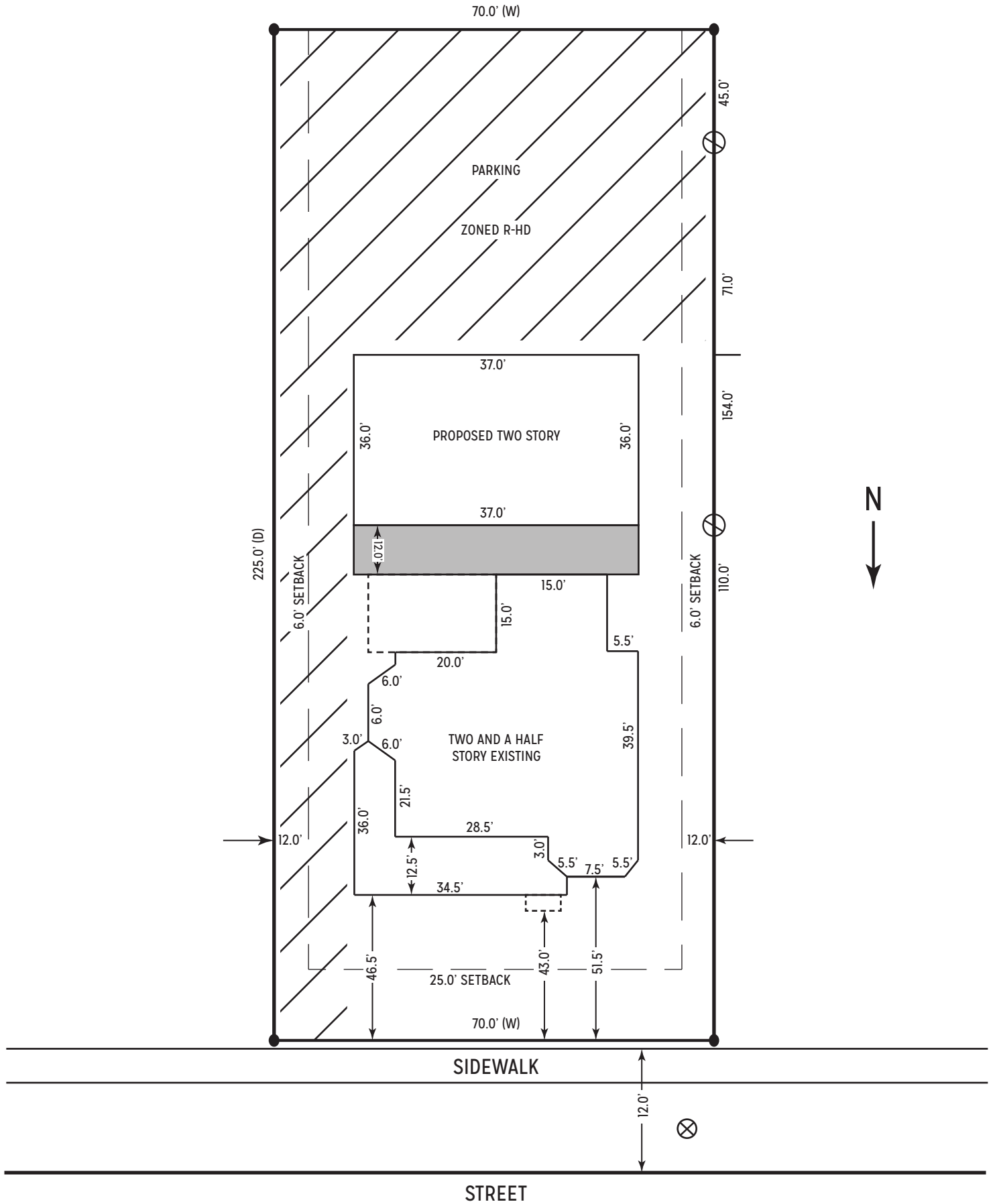
Architecture

- ☐ Driveways runs between properties as well as entry from back alley way, common for most properties backing to that alley
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof line will not exceed height of current structure and shingles will match existing structure in type, but will be its own separate roof line not attached to existing structure.
- ☐ Gutters, soffits, will be metal on sides and rear
- ☐ Siding, trim, and fascia on entire existing structure will be wood LP Smart Side textured product lap series; samples and pictures to follow in a 6 inch design to stay compatible and sympathetic to the historical look, but contemporary in spirit, and a much more sustainable product.
- ☐ Windows in new structure not seen from Walnut street will be a standard vinyl energy efficient window.

EXISTING PROPERTY SITE PLAN
1144 E WALNUT ST
SPRINGFIELD, MISSOURI



PROPOSED PROPERTY SITE PLAN
1144 E WALNUT ST
SPRINGFIELD, MISSOURI



Zoning Districts

- Residential Single Family
- Residential Town House
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Manufactured Home
- Office District 1
- Office District 2
- Government/Institutional
- Planned Development
- Limited Business
- General Retail
- Highway Commercial
- Commercial Services
- Center City
- Commercial Street Zone 1
- Commercial Street Zone 2
- Restricted Industrial
- Light Industrial
- General Manufacturing
- Heavy Manufacturing
- Industrial Commercial
- County District

Table of Content

UNIVERSITY PLAZA 1ST ADD

R-HD

Y PLACE

MAGERS TRUST - ADMIN REPLAT

ROBBERTSON'S, E.T. ADD

SMITH'S, A.E. ADD

EAST SIDE ADD

1144 E WALNUT ST

Owner Name: R&P TAY
Owner Address:
Parcel Number: 88132
Legal Description: SMI
LOT 2 & ALL LOT 1

Zoom to

GR

1153



1144 E Walnut St
Elevation Photo

1144 E Walnut St Elevation Photo

Peak
43' 9"

Eve
27' 9"

Porch
14' 1"

Porch
3' 4"

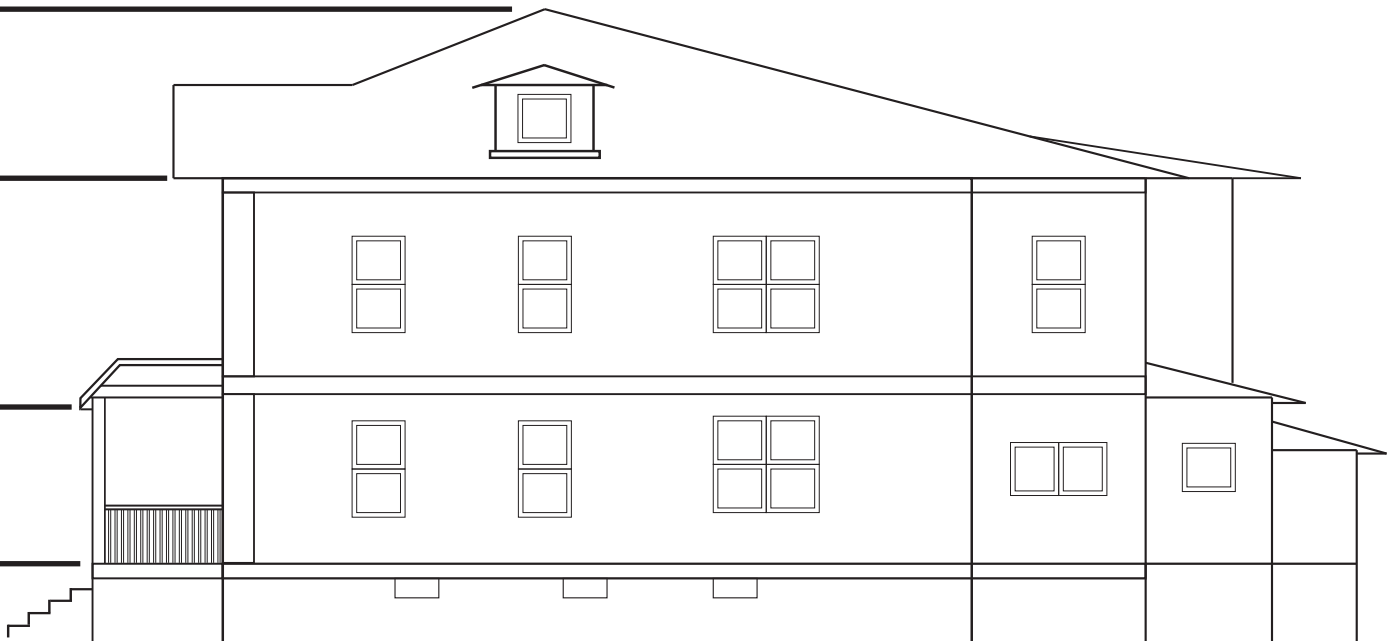


Peak
43' 9"

Eve
27' 9"

Porch
14' 1"

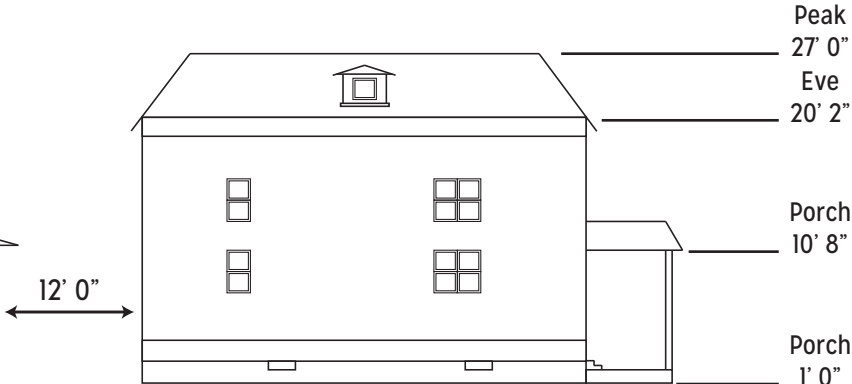
Porch
3' 4"



1144 E Walnut Elevations



Existing



New

1144 E Walnut Preservation



Existing Front of House



Existing Back of House

Demo off both X-ed sections, not original to structure or original foundation. Will repair all rear existing siding with new wood and paint to like kind

New WOOD Material Option:



Keep/repair
existing
gutter system
and
historic soffit
and fascia

Keep/repair
existing
historic dental
and cedar
accents around
porch

Several options
to replace
missing spindles,
Can have milled
to match at wood
working shop

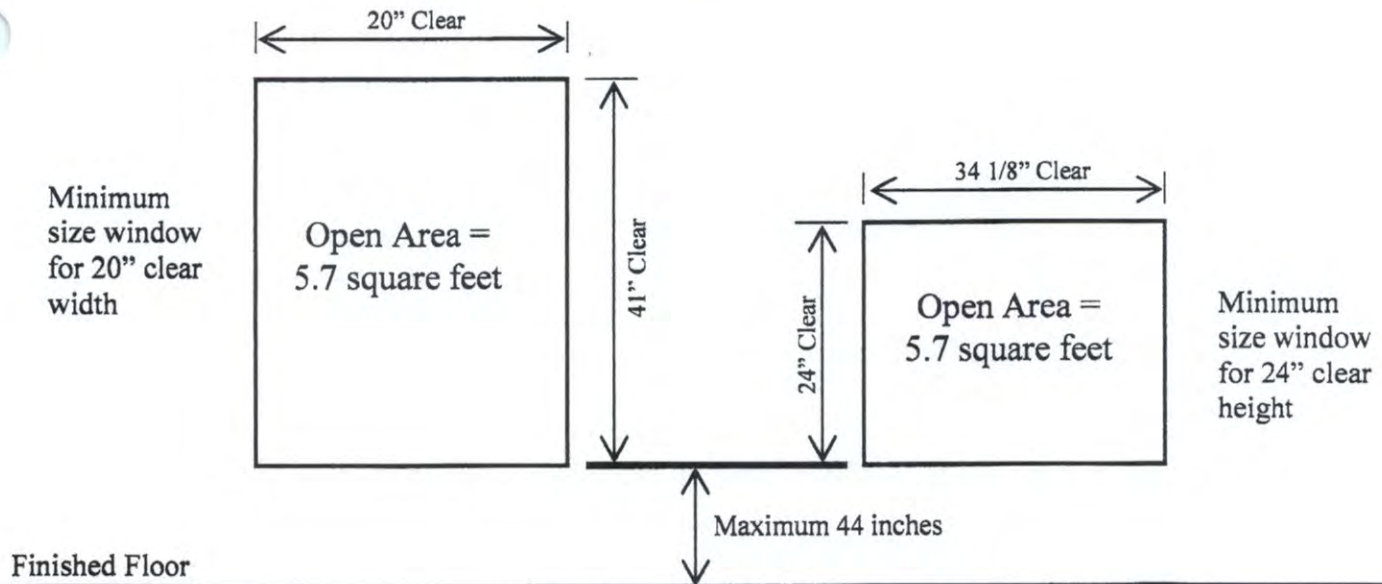
Keep existing
trim work on ALL
windows. If
damaged
replace pieces
with
matching new
trim work

On damaged pillars -
will replace column
and base molds with
WOOD when needed

New Material Options:



Egress Window Requirements



Width	20	20.5	21.5	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27
Height	41	40	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31	30.4

Width	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34	34.2
Height	29.8	29.3	28.5	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.1	24

Each level must have at least two remotely located means of egress. In addition, all rooms used for napping must have at least two means of egress. One of the means of egress must be a door, and the other can be a window or another door. Windows being used for egress must meet the following criteria:

- Minimum size to be **5.7 Square Feet of clear opening**. The opening cannot be less than **24 inches** in height or less than **20 inches** in width.
- Maximum sill height to be no more than **44 inches** from the floor.
- Exits must be remotely located from each other. This means that the distance between the two exits must be equal to or greater than half the diagonal distance of the space occupied in order to minimize the possibility that both exits will be blocked off by a fire or other emergency condition.
- A written emergency evacuation plan must identify the use of emergency egress windows.
- Windows and their hardware must be maintained and in good repair at all times.
- All exits must be unobstructed at all times:
 - Storm windows are not to be used on Emergency Exit Windows.
- In an emergency, all occupants of the day care facility must be able to escape from the home or building in a safe and timely manner.

1144 E Walnut (Yellow Prop)
Window Sizes for Bedroom Egress

Location	Pass/ Fail	Min: 20"	Min: 24"	Min= 820.8	Min: 5.7'	Max: 44"
		Width	Height	Total Sq Inches	Total Sq Feet	Height off Floor to window
	1st Floor					
Front	Pass	33	42	1386	9.6	Y
Front	Pass	33	42	1386	9.6	Y
Front	Pass	33	33	1089	7.6	Y
Side	Pass	33	33	1089	7.6	Y
Side	Pass	27	43	1161	8.1	Y
Side	Pass	27	43	1161	8.1	Y
	2nd Floor					
Front	Pass	33	32	1056	7.3	Y
Front	Pass	47	32	1504	10.4	
Front	Pass	33	32	1056	7.3	Y
Side	Pass	33	32	1056	7.3	Y
Side	Fail	23	33	759	5.3	N- @ 56" off Ground
Side	Pass	26.5	32	848	5.9	Y
Side	Pass	26.5	32	848	5.9	Y

Proposed Materials

Preserving Existing Structure

Wood Window/Sash

The screenshot displays the JELD-WEN website's product page for the W-2500 Wood Double-Hung Window. The page features a large image of the window on the left, with navigation tabs for Windows, Exterior Doors, Interior Doors, and Patio Doors. The right side of the page includes options for Model (Standard Interior), Grille Designs (No Grille), and Wood Options. Below these, there are buttons for 'WAYS TO BUY THIS PRODUCT' such as 'REQUEST A CONSULTATION' and 'FIND A STORE'. The bottom section of the page provides a 'Product Overview' with a list of features and a 'HAVE A QUESTION?' section with a 'CONTACT US' button and a customer service image.

JELD-WEN
WINDOWS & DOORS

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window

W-2500 WOOD DOUBLE-HUNG WINDOW

Options View Product Details for more options Price Range: \$

Model
Standard Interior

Grille Designs
No Grille

Wood Options

WAYS TO BUY THIS PRODUCT

REQUEST A CONSULTATION FIND A STORE

Product Overview Design Options Glass Options Build & Installation Tech Documents

Built from Aurelast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- Color Options: 7 clad exterior colors, 10 wood interior finishes
- Wood Options: pine interior
- Glass Options: energy efficient, protective, textured
- Hardware Options: Window Opening Control Device (WOC) option available
- Divided Lites: simulated divided lites, full-surround wood grilles, grilles between the glass, 3 grille designs
- Maintenance Level: moderate
- Project type: new construction and replacement
- ENERGY STAR® Qualified Options: yes
- Sustainable Solutions: Aurelast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Aurelast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?
Our customer service team is happy to assist you

CONTACT US

Wood Column and Base Molding



Spindles for Porch



Siding

Replacement Siding 1



Replacement Siding 2



Shingles

THE HOME DEPOT

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Search All

Project: How-To

Sign In or Register Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF Model # 0600000

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles

\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up, Today

100% In stock at:
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Change Pick Up Store

1 ADD TO CART SAVE TO MY LIST

IN STOCK AT YOUR LOCAL STORE

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Springfield, MO 65804
Change Pick Up Store

100% In Stock
Aisle 22, Bay 065

Print Share Email

New Construction

Not Seen From Street View

Wood Window/Sash

Sign In | Contact Us 800.536.3938

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Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window [FIND A STORE](#) [MY PROJECT \(0\)](#)

W-2500 WOOD DOUBLE-HUNG WINDOW

[Like](#) 0 [Pin it](#) [Share](#) [+ ADD TO MY PROJECT](#) [+ PRINT](#)



Options [View Product Details for more options](#) Price Range: \$ 

Model
Standard Interior 

Grille Designs
No Grille 

Wood Options 

WAYS TO BUY THIS PRODUCT

[REQUEST A CONSULTATION](#) [FIND A STORE](#)

[Product Overview](#) | [Design Options](#) | [Glass Options](#) | [Build & Installation](#) | [Tech Documents](#)

Built from Auralast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

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HAVE A QUESTION?

Our customer service team is happy to assist you.

[CONTACT US](#)

Wood LP Smart Siding, Trim, Soffit and Fascia Paintable Siding





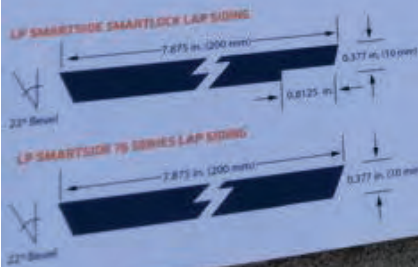
SMARTSIDE®

TRIM & SIDING

THE NATURAL LOOK OF CEDAR WITHOUT THE COST

- ONE OF THE MOST DURABLE LAP SIDING OPTIONS IN THE MARKET TODAY
- AVAILABLE IN 6 IN., 8 IN. AND 12 IN. WIDTHS
- 16 FT. LENGTH RESULTS IN FASTER INSTALLATION
- UP TO 33% FEWER SEAMS THAN TRADITIONAL 12 FT. SIDING
- PRE-PRIMED FOR EXCEPTIONAL PAINT ADHESION
- SELF-ALIGNING SMARTLOCK™ OPTION INSTALLS STRAIGHTER, FASTER AND MORE EFFICIENTLY
- TREATED WITH OUR PROPRIETARY SMARTGUARD® PROCESS TO HELP PREVENT ROT AND TERMITE DAMAGE
- THE SILICA-FREE STRAND SUBSTRATE WORKS AND CUTS JUST LIKE REAL WOOD, NO SPECIAL TOOLING REQUIRED

LP Siding
5/50 YEAR WARRANTY



Shingles

PRO SITE



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(Change)

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GAF | Model # 0600900

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\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store FREE
Available for Pick Up: Today

169 In stock at
Springfield, MO #3012
Change Pick Up Store

1

ADD TO CART

SAVE TO
MY LIST

IN STOCK AT YOUR LOCAL STORE

Springfield, MO #3012
Springfield, MO 65804
Change Pick Up Store

169 In Stock
Aisle 22, Bay 005



Pin it

Share

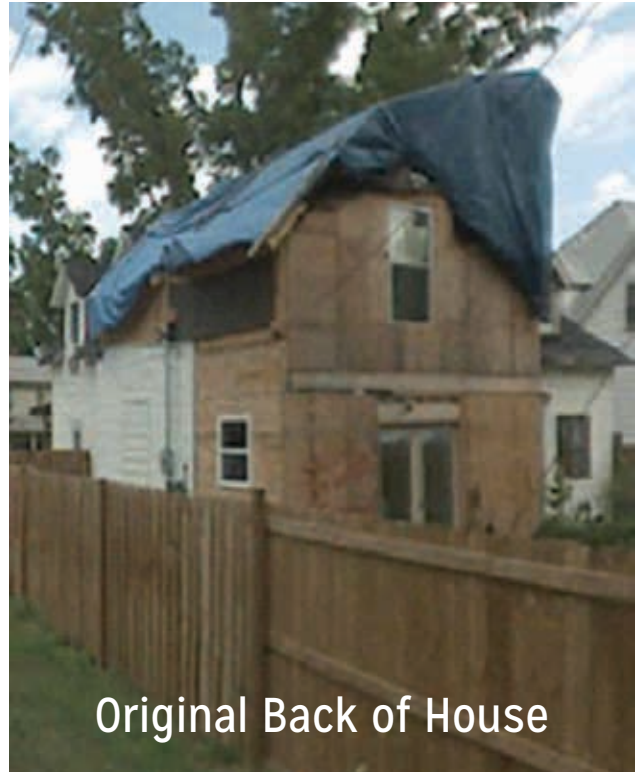
Previous Restoration Projects

Roza Capital Group is proud to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of the area and its neighborhoods.

Walnut Street - Gingerbread Home



Original Front of House



Original Back of House



Restored Home

This home was previously on the dangerous building list and sat empty for 10+ years. With in 10 weeks we had turned this shell of house back into a beautiful ornate home.

Main Street - Parade of Homes Honoree



Original Front of House



Original Back of House



Restored Home

This beautiful Victorian home was scheduled for demolition due to years of neglect.

Upon restoration, 9 months later, this home was nominated as a featured spot on the Parade Of Homes Tour and received outstanding reviews.



LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

HISTORIC SITE

DATE: July 11, 2014

PROPOSAL:

1. Demolish historic carriage house

BACKGROUND:

LOCATION: 500 E. Walnut St.

HISTORIC DESIGNATION: Historic Site – Heer/Lohmeyer Carriage House

APPLICANT: Lohmeyer Funeral Home c/o Paul Wonderlich

RECOMMENDATION:

If there are no other viable alternatives and the structure is deemed structurally unsound, then staff recommends **approval** of the request.

FINDINGS:

1. The carriage house is a local historic site that was nominated by City Council on May 23, 1988. The carriage house was not originally part of the Heer/Lohmeyer house.
2. Building Development Services and the applicant's engineer have determined that the structure is currently in a dangerous/hazardous state.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
500 E. Walnut St.
Carriage House

APPLICANT'S PROPOSAL:

The applicant is proposing to demolish the existing 30' x 36' story and one-half, two stall garage building including the structure wood studs, joist and roof framing, shingle roof, wall siding shingles (asbestos), concrete slab and foundation to below finish grade. The electrical connection will also be removed. The owner will retain the two garage door operators from the building.

STAFF COMMENTS:

1. The applicant claims that there is no reasonable or financial reason for salvaging the structure and the structure is beyond salvaging due to the foundations failure to support the north wall. The applicant states that the removal will have no negative impact on the historic aspect of the area and that the carriage house has no ties to an architectural style of the past. The future use of the area will be for a new two-car garage and crematorium with accessory area. Staff has advised the design professional and owner that the new structure would need to be reviewed by the Landmarks Board.
2. The carriage house as described in the brief historic description for the nomination states that the carriage house actually belonged to another house that was demolished. The Lohmeyer's added the structure and property to their own. This means that the carriage house will likely need to be evaluated on its architectural merits.
3. Properties designated as Historic Sites under the provisions of the Zoning Ordinance shall not be altered or demolished in whole or in part unless an application for a building or demolition permit is filed with the Director of Building Development Services and a Certificate of Appropriateness and/or Certificate of Economic Hardship as provided for in *Subsections 4-2404* and *4-2405* is granted by the Landmarks Board. Upon approval of a Certificate of Appropriateness and/or Certificate of Economic Hardship, or upon the expiration of sixty (60) days from the date of the application for the building or demolition permit, the Department of Building Development Services shall grant the permit, subject to the requirements of any applicable provisions of the code or regulations. The Landmarks Board can ask for more information as provided for in the Economic Hardship provisions (Attachment B) of the Zoning Ordinance if needed; however, the applicant can continue with the demolition request 60 days from the date of the application for demolition.

4. Building Development Services has reviewed the photos and agree that something needs to occur because the structure is unsound.
5. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
500 E. Walnut St.
Carriage House

ZONING ORDINANCE:

No specific design guidelines have been established by ordinance for historic sites. The Board has the authority to approve or disapprove the proposed application. A building permit will be issued to the applicant, even if the Board denies the application, sixty (60) days from the date of the application for the building permit.

SECRETARY OF INTERIOR'S STANDARDS:

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

CERTIFICATE OF ECONOMIC HARDSHIP:

Review Criteria. The Landmarks Board will review the application at a public hearing and may solicit expert testimony or require that the applicant for a Certificate of Economic Hardship make submissions concerning any or all of the following information before it makes a determination on the application.

1. Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Landmarks Board for changes necessary for the issuance of a Certificate of Appropriateness.
2. A report from a licensed engineer or architect with experience in recognized historic property rehabilitation, as to the structural soundness of any structures on the property and their suitability for rehabilitation.
3. A report from a state-certified real estate appraiser as to the estimated market value of the property in its current condition, after completion of the proposed construction, alteration, demolition or removal, after any changes recommended by the Landmarks Board and, in the case of a proposed demolition, after renovation of the existing property for continued use.
4. In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser or other real estate professional, experienced in recognized historic property rehabilitation, as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.
5. If the property is income-producing, the annual gross income from the property for the previous two (2) years, itemized operation and maintenance expenses for the previous two (2) years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.
6. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property.
7. Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years.
8. Assessed value of the property according to the two (2) most recent assessments.
9. Real estate taxes for the previous two (2) years.

10. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.
11. Amount paid for the property, date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.
12. Annual debt service, if any, for the previous two years.
13. Any consideration by the owner as to profitable adaptive uses for the property.
14. Replacement construction plans for the property in question. Post-demolition plans shall include, but are not limited to, drawings or sketches with sufficient detail to show the exterior appearance and architectural design of the proposed building or use, but does not require construction documents to be completed.
15. Financial proof of the ability to complete the replacement project, which may include but not be limited to a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution.
16. Any other information considered necessary by the Landmarks Board to a determination as to whether the property does yield or may yield a reasonable return to the owners.

ATTACHMENT C

ARCHITECTURAL SIGNIFICANCE

500 E. Walnut St.

Carriage House

ARCHITECTURAL SIGNIFICANCE:

1. The structure was placed on the Springfield Historic Register on May 23, 1988, as a local historic site.
2. The brief description of the historical and architectural significance listed on the nomination states the following:

The carriage house originally belonged to the Watson family whose residence adjoined the Lohmeyer property. The house has since been demolished and the Lohmeyer's purchased the carriage house.

The carriage house is one and one half stories of frame construction. There are two bays on the west elevation and two large hipped dormers on a pyramid hipped roof plan. There is a cupola vent at the apex of the roof with a pyramid roof sharply tapering.

July 2, 2014

Mr. Daniel Neal
Planning & Zoning
City Hall
840 Boonville Avenue
P.O. Box 8368
Springfield, MO 65801-8368

Re: Carriage House
500 E. Walnut Street
Springfield, MO

Dear Mr. Neal:

Please forward this request to the next meeting of the Landmarks Board for review and approval to remove the existing Carriage House at 500 E. Walnut Street.

This request is made in accord with Springfield Zoning Ordinance, January 2014, Division IV, District Regulations, paragraph 4, "For Demolitions, the Landmarks Board shall also consider the following."

There will be no adverse affect on the historic significance of the site. This carriage house was not a part of the historic Lohmeyer residence. Originally, the carriage house was a part of the Watson family residence next door east to the Lohmeyer historic home. The Watson property was purchased by the Lohmeyers and the house demolished to allow for the construction of a concrete block structure for funeral home addition. The carriage house is located on the southeast corner of what was the Watson lot and was not demolished at the time the residence was demolished and has been used for storage and a garage.

Development of the funeral home and the property to the east limits the view of the carriage house to a passing person or motorist.

Windsor Warren, Professional Engineer and Structural Inspector I (30341), State Emergency Management Agency, and registered as a Professional Engineer since 1953, viewed the carriage house structure on July 1, 2014. Attached are exterior and interior pictures of the hazardous condition of the building.

Windsor Warren, PE, has determined that the carriage house is not repairable and is a hazard to persons and property, including electrical service which can be caused by collapse of the building toward the close-by electric power pole.

Mr. Daniel Neal

Page 2 of 2

The foundation supporting the north wall of the garage has failed allowing settlement of the wall and tilting of the building to the north. This movement of framing and deterioration of the structural members result in repairing not being feasible.

The Owner's plans for future use of this portion of their property is to construct a concrete block structure in keeping with the architectural appearance of the funeral home. The use of this structure would be a two-car garage and a crematorium with accessory area.

Thank you for your consideration to the removal of this hazardous structure.

Very truly yours,

WARREN & GOODIN, INC.
Architects - Engineers



Windsor Warren, PE

slp

Attachments



36' SOUTH



30' WEST



NORTH



INTERIOR NE CORNER SLOPING BEAM



VIEW OF CONC BLK CHAPEL & HISTORIC RESIDENCE



VIEW OF CARRIAGE HOUSE FROM WALNUT ST.

WARREN & GOODIN, INC.**ARCHITECTS ENGINEERS PLANNERS**

420 SOUTH AVENUE

SPRINGFIELD, MISSOURI 65806

417-869-8900

FAX: 417-869-1325

July 8, 2014

Mr. Daniel Neal
Planning & Zoning
City Hall
P.O. Box 8368
Springfield, MO 65801-8368

Re: Carriage House, 500 E. Walnut Street, Springfield, MO

Dear Mr. Neal:

We herewith acknowledge the earlier date for the hearing with the Landmark Board on removal of this Carriage House to July 16, 2014, at 5:30 PM at City Hall.

As requested, I have met with Rick Garner, PE, with Building Development Services, on July 3, 2014. Rick viewed the photographs of the exterior and interior of the structure. After discussion, Rick's comments were the building probably exceeds being out of plumb by at least 10 degrees. This means the structural connection between joist and top plate of the supporting wall is no longer 90 degrees for a solid connection.

The result of our meeting was if Landmark doesn't approve removal of this structure, Building Development Services could condemn the building for removal as a hazardous structure.

Repair of the building is not feasible due to condition of joists and supporting beam. Also, exterior shingles contain asbestos.

The Owner's request is to remove the present Carriage House. Replacement future structure would be a two-car garage, crematorium and accessory area. This structure would be in keeping with the architectural style of the concrete block adjacent structure, only with gable shingled roof. The Owner has no desire to have concrete block portion of funeral home to be listed as a historic structure.

Plans for removal of the building will be prepared for BDS permit and the new structure will be submitted to Building Development Services for permit and, on completion, an occupancy permit.

Thank you for your approval to remove this hazardous structure prior to possible condemnation by BDS or collapse in a wind storm.

Very truly yours,

WARREN & GOODIN, INC.
Architects - Engineers

Windsor Warren, PE

cc: Paul Wunderlich, Owner
Bill Hoey, Contractor





Application for Certificate of Appropriateness

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:	
Received By:	
Review:	
☐ Administrative	
☐ Landmarks Board	

The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):

Paul Wunderlich

Date:

July 8, 2014

Please type or print name(s) clearly:

Paul Wunderlich

Paul Wunderlich

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 500 E. Walnut Street, Springfield, MO

APPLICANT INFORMATION:

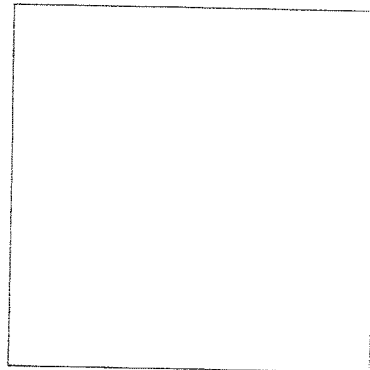
2. Name of current property owner: Herman H. Lohmeyer Funeral Home

If corporation: Corporate Official: _____

Mailing Address: 500 E. Walnut Street, Springfield, MO

Zip Code: 65806 Telephone: 862-4433 Fax: _____

E-mail: _____



(Corporate Seal)

3. AUTHORIZED REPRESENTATIVE:

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Windsor Warren

Signature: [Handwritten Signature]

Mailing Address: 420 South Avenue, Springfield, MO Zip Code: 65806 Fax: 869-1325

Telephone: 869-8900 E-mail: w2@warren-goodin.com

4. BUILDING DEVELOPMENT SERVICES DISCUSSION: (Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)

Date of discussion: July 3, 2014

Rick Garner, PE

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information an individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|--|---|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☐ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☐ New Construction (1, 2, 3, 7) | ☐ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☒ Demolition (1, 2, 3, 7) | ☐ Porch (1, 2, 3) | ☐ Window (2, 3, 4 or 5, 6) |
| ☐ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☐ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☐ Guttering (2, 3, 4 or 5, 6) | ☐ Re-roof (3, 4) | |

☐ Other (specify): _____

- 1 -- Site Plans
2 -- Elevations
3 -- Photographs
4 -- Sample of materials to be used

- 5 -- Product literature
6 -- Drawings
7 -- Exhibit C -- Why proposed work should be approved
8 -- State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

Remove 30' x 36' story and one-half, two-stall garage building. Structure wood studs, joist and roof framing. Shingle roof, wall siding shingles (asbestos). Remove concrete slab and foundation to below finish grade. Remove electrical connection to building. Retain for Owner two garage door operators.

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

There is no reasonable or financial reason for salvage of this structure.

The removal will have no negative impact on the historic aspect of the area. Adjacent structures are Quonset, concrete block building, electric substation and backside of a field stone retail building and microwave tower.

Building is 1-1/2 stories, two-car garage with no tie to an architectural style of the past.

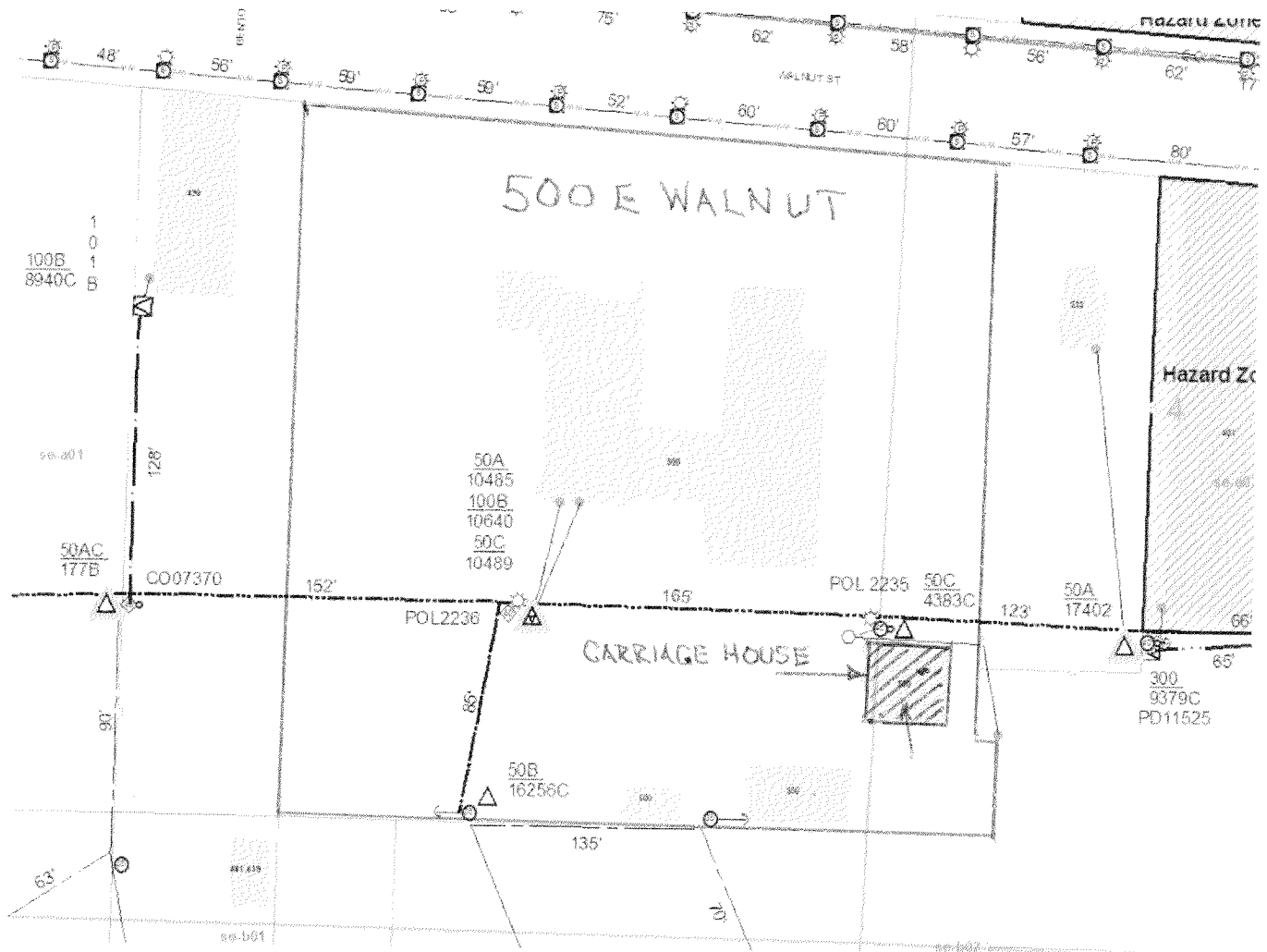
The structure is beyond salvage due to the foundation failure supporting the north wall. North wall has settled approximately 1' causing a lean of the structure to the north. All interior joint connections to the wall top plates and interior beam have been stressed. Lean to the north is 12" in 10' of rise.

The present use by Owner does not produce an income. Use of property is junk storage and inside parking for one car.

Future use of area is for two-car garage and crematorium with accessory area. Present structure floor area is 1,080 sq. ft. Future plans will probably require 2,500 sq. ft. Expansion of area will be to the south into open space and to the west toward parking lot.

From: "Kelly Roberts" <Kelly.Roberts@cityutilities.net>
Date: Tuesday, July 01, 2014 8:35 AM
To: <hoeyhomebuilders@live.com>
Subject: FW: UTILITY MAP--500 E WALNUT ST

ELECTRIC:



Kelly Roberts
Developer Services
Business and Economic Development
2655 S Blackman Rd
City Utilities of Springfield, MO
O:417-831-8818 F:417-831-8549

Are you connected? Follow us!

4.2404 Certificate of Economic Hardship

B Review Criteria

1. Estimate of cost for demolition, \$10,000
2. Licensed engineer report attached
3. Real estate appraisal not available for small building on real estate not for sale
4. Owner has no intended use for existing building
5. Property is not income producing
6. None
7. No listing for sale
8. Not available
9. Not available as a separate part of property
10. Sole proprietorship
11. Part of the purchase of next door property from Watson
12. None
13. None
14. Future use of area is for two stall garage and crematorium with accessory area. Exterior will be in keeping with adjacent concrete block structure, with shingled roof.
15. Long established Herman Lohmeyer Funeral Home has provided families with cremation services through other local crematoriums. Providing their own services will provide profitability.
16. Profit realized by offsite crematoriums will ensure profit by Owner.



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

June 13, 2014

Mr. Daniel Neal
Landmarks Board of Springfield
840 Boonville
Springfield, MO 65801

Re: McDaniel Building, 316 Park Central West, Springfield, Greene County

Dear Mr. Neal:

We are pleased to inform you that the above named property has been nominated for listing in the National Register of Historic Places. The National Register is the Federal government's official list of historic properties worthy of preservation. Listing recognizes a property's historic importance to the community, state or Nation and assists in preserving our Nation's heritage.

As a Certified Local Government (CLG), your community has entered into a preservation partnership with the State Historic Preservation Office and the National Park Service. A key part of that partnership is reviewing and providing comments on National Register of Historic Places nominations for properties within your jurisdiction. To this end, please find enclosed a draft National Register of Historic Places Registration Form for the nominated property. By federal regulation, the CLG has 60 days to comment on the nomination. For more information, please read the enclosed, "Certified Local Governments and the National Register of Historic Places."

National Register nominations go through several layers of review. The review process involves staff of the State Historic Preservation Office, the chief elected official and preservation commission of CLGs, the Missouri Advisory Council on Historic Preservation, and the Keeper of the National Register.

The nomination has tentatively been scheduled for review by the Missouri Advisory Council on Historic Preservation. You are invited to attend the meeting which will begin at 9 a.m. on Friday, August 15, 2014 at Kansas City, City Hall Council Chambers, 414 E. 12th Street, 26th Floor, Kansas City, Missouri.

Attached please find "National Register of Historic Places Commonly Asked Questions." This explains in greater detail the results of listing in the National Register, the benefits of listing and the rights of owners to comment on or object to listing in the National Register. Michelle Diedrich, Historic Survey and Registration Coordinator, State Historic Preservation Office, P.O. Box 176, Jefferson City, MO 65102, michelle.diedrich@dnr.mo.gov, or by phone at 573-526-1680.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Mark A. Miles
Director and Deputy
State Historic Preservation Officer

MAM:cms

Enclosure as stated

*Celebrating 40 years of taking care of Missouri's natural resources.
To learn more about the Missouri Department of Natural Resources visit dnr.mo.gov.*

Certified Local Governments and the National Register of Historic Places

Introduction

As part of the partnership between the SHPO and a Certified Local Government (CLG), the CLG is responsible for reviewing and commenting on all National Register of Historic Places nominations for properties within its jurisdiction. In most cases, the SHPO receives a nomination first and forwards the draft to the CLG for review and comment. The CLG may also develop or receive the documentation necessary to nominate a property to the National Register. The commission must then forward the nomination to the SHPO for subsequent review by staff and the Missouri Advisory Council on Historic Preservation.

Commenting on Nominations:

The National Register of Historic Places nomination process requires public participation, so the review of a National Register nomination should be placed on the preservation commission agenda.

Preservation commissions have an intimate knowledge of local history and resources, and should use that knowledge to answer some basic questions about the property and the nomination:

- Using the National Register Criteria of Significance, is the property historically significant? (See Missouri CLG National Register of Historic Places Nomination Review Report Form.)
- Does the property retain historic integrity? (See Missouri CLG National Register of Historic Places Nomination Review Report Form.)
- To the best of your knowledge, is the information in the nomination correct?
- Does the nomination contain sufficient information to document the significance and integrity of the property?

Following review, both the local commission and the chief elected official of the CLG shall inform the SHPO and the property owner(s) of their separate opinions regarding the National Register nomination. This is to be done within 60 days of receipt of the nomination data from the owner or the SHPO.

If one or both the local commission and chief elected official support the nomination or if no comments are received, the SHPO will process the nomination according to federal guidelines. If both the local commission and the chief elected official oppose the nomination, a letter or report outlining the reasons for objection shall be forwarded to the SHPO. If both the local commission and chief elected official object to the nomination, the property will not be nominated to the National Register of Historic Places unless that decision is appealed by a property owner or interested party.

CLG Nomination Review Report Form

Attached is a review form that can be used to provide comments on National Register nominations to the SHPO. Use of this form *is not* required and is provided only as a guide for providing comments and recommendations.

**Missouri CLG National Register of Historic Places
Nomination Review Report Form**

Property Name: McDaniel Building

Address: 316 Park Central East, Springfield, Greene County

Certified Local Government: Landmarks Board of Springfield

Date of public meeting at which nomination was reviewed: _____

Criteria of Significance Please check below the responses appropriate to the nomination review.

NOTE: For more information on the criteria, see *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*.

- ☐ Criterion A. Property is associated with events that have made a significant contribution to our history.
- ☐ Criterion B. Property is associated with the lives of persons significant in our past.
- ☐ Criterion C. Property embodies the distinctive characteristics of a type, period or method of construction, or represents a work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction (a district).
- ☐ Criterion D. Property has yielded or may be likely to yield information important in prehistory or history.
- ☐ None of the Above

Integrity Please check below the responses appropriate to the nomination review.

NOTE: For more information on integrity, see *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*.

- ☐ The property retains authentic historic character from its period of significance.
- ☐ The property has been significantly altered and no longer retains authentic historic character from its period of significance.

Review Comments Please check below the responses appropriate to the nomination review.

Commission/Board

- ☐ The commission/board recommends that the property is significant, retains integrity and is eligible for listing in the National Register of Historic Places.
- ☐ The commission/board recommends that the property does not meet the criteria of significance and/or no longer retains integrity and is not eligible for listing in the National Register of Historic Places.
- ☐ The commission/board chooses not to make a recommendation on the nomination. An explanation of the lack of a recommendation is attached.

Chief Elected Official

- ☐ The chief elected official recommends that the property is significant, retains integrity and is eligible for listing in the National Register of Historic Places.
- ☐ The chief elected official recommends that the property does not meet the criteria of significance and/or no longer retains integrity and is not eligible for listing in the National Register of Historic Places.
- ☐ The chief elected official chooses not to make a recommendation on the nomination. An explanation of the lack of a recommendation is attached.

Attach additional sheets for further comments.

CLG Commission/Board Chair or Representative

Print Name: _____

Signature and Date: _____

Chief Elected Official or Designee

Print Name: _____

Signature and Date: _____

1. Name of Property

Name of related Multiple Property Listing	N/A
---	-----

2. Location

State	Missouri	Code	MO	County	Greene	Code	077	Zip code	65806-2207
-------	----------	------	----	--------	--------	------	-----	----------	------------

22073. State/Federal Agency Certification

Applicable National Register Criteria: ☐ A ☐ B ☒ C ☐ D

Title	State or Federal agency/bureau or Tribal Government
-------	---

4. National Park Service Certification

Signature of the Keeper _____ Date of Action _____

McDaniel Building
Name of Property

Greene, Missouri
County and State

5. Classification

Ownership of Property

(Check as many boxes as apply.)

☒	private
☐	public - Local
☐	public - State
☐	public - Federal

Category of Property

(Check only **one** box.)

☒	building(s)
☐	district
☐	site
☐	structure
☐	object

Number of Resources within Property

(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
1	0	buildings
0	0	sites
0	0	structures
0	0	objects
1	0	Total

Number of contributing resources previously
listed in the National Register n/a

6. Function or Use

Historic Functions

(Enter categories from instructions.)

COMMERCE/TRADE: business

Current Functions

(Enter categories from instructions.)

WORK IN PROGRESS

7. Description

Architectural Classification

(Enter categories from instructions.)

Modern Movement

Materials

(Enter categories from instructions.)

foundation: Stone

walls: Brick

Aluminum

roof: Not visible

other: Steel

☒

NARRATIVE DESCRIPTION ON CONTINUATION PAGES

McDaniel Building
Name of Property

Greene, Missouri
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ A Owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property.
- ☐ G less than 50 years old or achieving significance within the past 50 years.

☒ X

STATEMENT OF SIGNIFICANCE ON CONTINUATION PAGES

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Previous documentation on file (NPS):

____ preliminary determination of individual listing (36 CFR 67 has been requested)
____ previously listed in the National Register
____ previously determined eligible by the National Register
____ designated a National Historic Landmark
____ recorded by Historic American Buildings Survey # _____
____ recorded by Historic American Engineering Record # _____
____ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

____ State Historic Preservation Office
____ Other State agency
____ Federal agency
____ Local government
____ University
____ Other

Name of repository: _____

Historic Resources Survey Number (if assigned): _____

Areas of Significance

Architecture

Period of Significance

1961

Significant Dates

1961

Significant Person

(Complete only if Criterion B is marked above.)

n/a

Cultural Affiliation

n/a

Architect/Builder

Amsbacher, Joe (Architect)

Carson, John (contractor)

McDaniel Building
Name of Property

Greene, Missouri
County and State

10. Geographical Data

Acreage of Property Less than one acre

Latitude/Longitude Coordinates

Datum if other than WGS84: _____
(enter coordinates to 6 decimal places)

1	<u>37.208756°</u> Latitude:	<u>-93.290548°</u> Longitude:	3	_____ Latitude:	_____ Longitude:
2	_____ Latitude:	_____ Longitude:	4	_____ Latitude:	_____ Longitude:

UTM References

(Place additional UTM references on a continuation sheet.)

_____ NAD 1927 or _____ NAD 1983

1	_____ Zone	_____ Easting	_____ Northing	3	_____ Zone	_____ Easting	_____ Northing
2	_____ Zone	_____ Easting	_____ Northing	4	_____ Zone	_____ Easting	_____ Northing

Verbal Boundary Description (On continuation sheet)

Boundary Justification (On continuation sheet)

11. Form Prepared By

name/title Debbie Sheals

organization Historic Preservation Consultant date May 9, 2014

street & number 29 South Ninth St. #204 telephone 573-874-3779

city or town Columbia state MO zip code 65201

e-mail debsheals@aol.com

Additional Documentation

Submit the following items with the completed form:

- **Maps:**
 - A **USGS map** (7.5 or 15 minute series) indicating the property's location.
 - A **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Continuation Sheets**
- **Photographs**
- **Owner Name and Contact Information**
- **Additional items:** (Check with the SHPO or FPO for any additional items.)

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

McDaniel Building

Name of Property

Greene, Missouri

County and State

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log:

Name of Property: **McDaniel Building**

City or Vicinity: **Springfield**

County: **Greene** State: **Missouri**

Photographer: **Debbie Sheals**

Date

Photographed: **December, 2013**

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 16. Façade, north wall.
- 2 of 16. Northeast corner.
- 3 of 16. East wall.
- 4 of 16. Southeast corner.
- 5 of 16. South (back) wall.
- 6 of 16. Northwest corner.
- 7 of 16. Front wall.
- 8 of 16. Upper front wall
- 9 of 16. Lower façade.
- 10 of 16. Main entrance.
- 11 of 16. First floor elevator lobby.
- 12 of 16. Barbershop storefront.
- 13 of 16. First floor commercial space.
- 14 of 16. Staircase, third floor.
- 15 of 16. Office space, third floor.
- 16 of 16. Building directory sign in first floor lobby.

McDaniel Building

Name of Property

Greene, Missouri

County and State

Figure Log:

Include figures on continuation pages at the end of the nomination.

1. Aerial photo map from Google Earth, with Coordinates. Accessed May 2014.
2. Aerial photo map of the area, from Google Earth. Accessed May 2014.
3. 1967 Photo of the McDaniel Building.
4. First Floor Plan.
5. 1961 First Floor Hall Plan.
6. Second Floor Plan.
7. Photo, McDaniel and Woodruff Buildings.
8. 1961 Drawing of the Front Elevation.
9. Other Mid-Century Modern Buildings in Springfield

National Register of Historic Places
Continuation Sheet

Section number 7 Page 1

McDaniel Building
Name of Property
Greene, Missouri
County and State
N/A
Name of multiple listing (if applicable)

Summary:

The McDaniel Building, at 316 Central Park East in Springfield, Missouri, is a Mid-Century Modern style office building, with buff brick walls, a curtain wall façade, and a flat roof. It faces north to Park Central East, on a lot which is located less than a block east of the Public Square. The main block of the building is six stories tall, and five bays wide. There is also a two-story, two-bay section on the east, and a tall one-story section along the back; those sections have flat roofs as well. Although the core of the building dates to 1911, it was enlarged and remodeled to its current form in 1961, and is for all practical purposes a 1961 building. The 1961 project included the addition of two stories to the main block, as well as new windows all around, and a complete reconstruction of the façade. The façade has flat brick piers and large expanses of aluminum and porcelain-panel curtain walls. The flat side and rear walls are of buff colored brick and lined with even rows of early steel windows. The first floor of the interior features long narrow commercial spaces, as well as a highly intact elevator lobby that has original terrazzo flooring and marble clad walls.¹ Upper floors have central elevator and stair cores, and a variety of office configurations. There have been very few changes of note to the main lobby or any of the exterior finishes since the early 1960s, and the building today looks very much as it did when in 1961.

Elaboration:

The McDaniel Building occupies the front half of a deep lot urban lot. Figures 1 and 2.) The rectangular lot is bordered on the north (front) by Park Central East, and on the south by McDaniel Street. The back part of the lot contains an open paved parking lot. The McDaniel Building sits directly on the sidewalk at Park Central East, and extends to the side property lines in the front half of the lot. The west side wall of the building adjoins a neighboring four-story brick commercial building, and the east walls overlook an open paved parking lot.

The two sections of the façade are nearly identically detailed, with vertical piers of buff brick separating flat grids of curtain wall. The piers run from the ground to the roofline, and there is a matching flat band of brick along the top edge of the six-story main block. The main block has five bays, and the two-story section has two. Each bay has a ground floor storefront opening, and curtain walls on the upper floors. The curtain walls feature mill finish

¹ Unless otherwise noted "original" is used in this document to refer to elements which are original to the 1961 construction project.

National Register of Historic Places
Continuation Sheet

Section number 7 Page 2

McDaniel Building
Name of Property Greene, Missouri
County and State N/A
Name of multiple listing (if applicable)

aluminum framing and 1/1 windows that have matching aluminum frames. Each bay has four windows per floor, which run in an uninterrupted band from pier to pier. The windows are separated by the spines of the curtain wall, which run from the top to the first floor to the roofline in an unbroken line. The curtain walls above and below the windows feature dark tan porcelain enamel panels which are set at the same depth of the windows.

The lower façade of the main block contains a central entrance which is flanked by inset angled storefronts. The storefronts in the two bays east of the front door are early or original, and those to the west are several decades old. The glass storefront system and centered glass doors of the entry appear to be original. The storefronts and entry framing are all constructed of mill finish aluminum. The storefronts of the two-story side block are newer. They have dark metal frames and tinted windows. Those storefronts are sheltered by a flat metal canopy which is sheathed in newer materials, but similar to a canopy that was in place in the 1960s. (Figure 3.)

The east side walls are of brick, and filled with rows of large window openings. The upper east wall of the six-story section is faced with buff brick that was added in 1961. The side wall of the two-story section is painted, and currently covered with a mural that was added in the late 1970s or early 1980s. The window openings each contain three sets of painted steel sashes which are separated by flat mullions. The lower four floors of the west side wall are connected to the adjacent commercial building, and the fifth and six floors are faced with buff brick and lined with single window openings. The aluminum sashes there match those on the east walls.

The back wall is also of brick. The lower four floors appear to be of the original ca. 1911 brick, while the top two floors are of the same type of buff brick used on the front and side walls. The lower wall is painted; the upper stories are natural brick. The back wall is lined with the same type of triple windows used on the east side. A tall early one-story ell runs along the back of both sections of the building. It also has painted brick walls.

The building is separated from the back parking lot by a tall concrete block wall. The side of the concrete wall that faces the parking lot has rough textured blocks and a shallow standing seam metal hood; the other side has smooth block faces. The wall appears to have been added shortly after the building changed hands in 1978. (See Appendix 1 Timeline.) The remainder of the open back lot is covered with asphalt paving.

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The interior of the building contains commercial spaces and a formal elevator lobby on the first floor, and office space on the upper floors. The front doors open to a wide central hallway which runs from the façade to a smaller rear entrance. (Photo 11.) The hallway accesses two elevators and an enclosed stairway which links all floors of the building. (Photo 14.) At the back of the central hall is a small commercial space which is fronted with an aluminum and glass storefront that was installed in 1961. (Figures 4 and 5, Photo 12.) That space was occupied by a barbershop for decades.²

Most of the hallway finishes date to 1961; they include terrazzo flooring, polished stone wall panels and a suspended acoustical tile ceiling. An aluminum framed building directory sign on the west wall next to the elevators is also early or original. (Photo 16.) The long narrow commercial spaces on the first floor have separate entrances to Park Central East, and there are also doorways into the center shop commercial spaces in the central hallway. The entrance into the commercial space on the west side of the hall contains a large open aluminum storefront system which is early or original. The commercial spaces have carpet or tile flooring, gypboard walls, and plaster or suspended ceilings systems. (Photo 13.) Some of the walls and suspended ceiling systems might date to the 1960s; most other finishes appear to be newer.

Each floor of the building has a central elevator core and an enclosed stairway. There are two elevator shafts which were installed in 1961, plus an enclosed staircase. (Figure 6.) The lower four floors of the staircase are part of the 1911 building. The top two flights date to 1961, when the top two floors were constructed. All of the stairs have simple steel treads and risers. The older staircase has paneled square newel posts and slim square balusters, while the new section has simple pipe railings. The staircase also links to a partial basement, which is located at the back of the building. A recessed concrete stairway at the southeast corner of the basement provides a second exit.

The building was vacant for more than a year, and many of the interior finishes have been heavily damaged by vandals. The upper floor plans vary, but most have at least some newer office partitions. The drawings for the 1960s remodeling plan show a variety of layouts on the upper floors, and the building appears to have remodeled in 1961 to accommodate frequent plan changes. Some offices have early or original painted concrete ceilings, and most windows

² Steve Koehler, "Barber Has Seen Much Change in 70 Years Downtown," Springfield News-Leader, 5 May 1999: 1B.

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have early marble sills. Most existing office finishes are newer; they include carpeted floors, gypboard walls and suspended ceiling systems. (Photo15.) Many walls and finishes on the upper floor have been completely removed.

Overall, the building looks very much as it did in 1961. The curtain wall of the façade is highly intact, and there have been very few exterior alterations since the redevelopment project concluded in 1961. The original 1961 entrance and elevator lobby look very much as they were drawn by architect Joe Amsbacher, and the building clearly evokes a sense of its time and place.

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Summary:

The McDaniel Building, at 316 Park Central East, in Springfield, Greene County, is significant under Criterion C, in the area of Architecture. It is a locally rare intact example of Mid-Century Modernism which features curtain wall construction. Although Modern design principles and curtain wall construction were sometimes used for institutional architecture in newly developing areas of the city at the time, the style was rarely used in the established commercial centers. The McDaniel building is the single best example of the style in downtown Springfield today. Built in 1911 for banker H. B. McDaniel, the building was enlarged and remodeled to its current form in 1961 for the Heer-Andres Investment Company. The period of significance for the property is 1961, to correspond to that transformation. The work on the McDaniel Building was a continuation of redevelopment in the area around the Square which began as the local economy rebounded from WWII in the late 1940s and continued into the 1960s. The Heer-Andres Investment Company, under the leadership of Dorsey Heer, redeveloped many of the largest commercial buildings in downtown Springfield in the 1950s and 60s, including the McDaniel Building. Other Heers-Andres properties redeveloped in that time period include the Woodruff Building, a large contributing building in the nearby Public Square Historic District, and the Heer's Store, which is individually listed in the National Register. The company's dramatic reconstruction of the McDaniel Building was the last major project overseen by Dorsey Heer, who died in 1964. The 1961 project at the McDaniel Building was designed by Springfield architect Joe Amsbacher, who had also worked on the rehabilitation of the Woodruff Building two years earlier. The McDaniel building today looks very much as it did when the 1961 remodeling project was completed. It is a rare, highly intact example of Mid-Century Modernism in downtown Springfield, Missouri.

Elaboration:

Springfield has two historic commercial centers, the area around the Public Square, which is often referred to as Downtown Springfield, plus a secondary center along Commercial Street in the north part of town. The area around the Square is the original commercial district; it was created when the town was platted in the 1830s, and continued to serve as the dominant commercial center after Commercial Street was established for railroad traffic in 1870. The earliest Sanborn map of Springfield, which was made in 1884, shows that commercial development in the area was centered on the square and the blocks immediately south of it. All of the buildings on the square were commercial, and almost all of the lots were filled. That trend continued into the 20th century, as the surrounding blocks slowly filled with commercial buildings.

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The Public Square and many of the surrounding properties have been listed in the National Register as the Springfield Public Square Historic District. The district includes several individually listed buildings.

One of the most prominent early businesses in downtown Springfield was the Heer's Department Store, which was established by German immigrant Charles H. Heer in 1869. Heer and his family at that time lived in Waterloo, Illinois, but he was reportedly so impressed with Springfield that he decided to move his family there, as it seemed to him to be a better place in which to raise his children. Heer's fondness for his family was also reflected in his business; his oldest son, Charles H., Jr, was an early manager for the Springfield store, and his youngest son, Francis X. Heer, eventually took over the entire retail operation. The Heer Company was first incorporated in 1882, as the Charles H. Heer Dry Goods Company, which was formed to manage the growing retail store, which had become one of the largest stores in the city by that time.

Charles Heer retired in 1886, leaving the company in charge of his youngest son, Francis X. Heer, who took over as president when the elder Heer died in 1897.³ Under the management of F. X. Heer, the department store continued to expand, and the company erected a large 7 story building for the business on the Public Square. (That building, which survives, was listed in the National Register in 2002 for its role in commercial history of the community.) Upon his retirement in 1940, F. X. Heer sold the store business to Allied Stores Co. of New York, but retained ownership of the real estate. The Allied Company operated the Heer's Store at the same location into the late 20th century.

The Heer family was also involved with real estate development and property management, under a separate corporation created in 1905, the Heer-Andres Investment Company. The company was active in commercial development in Springfield for nearly a century. It was formed in 1905 by F. X. Heer and R. A. Andres, and it remained active until 1994.⁴ F. X. Heer's son, Dorsey Heer, was involved with that business early on, and took over as president of the upon the death of F. X. Heer in 1949.

At the time Dorsey Heer assumed the role of president of the Heer-Andres Investment Company, the downtown area was just beginning to see the effects

³ Stevens, Walter B. Missouri, The Center State 1821-1915, Vol 4 (Chicago-St. Louis, the S.J. Clarke Publishing Co. 1915) Vol 4., p. 246.

⁴ Missouri Secretary of State Website. "Search by Business Name."
<https://www.sos.mo.gov/BusinessEntity/> (accessed January 29, 2014.)

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of a Post WWII increase in economic activity. The city of Springfield had invested in several infrastructure improvements in the area in the late 1940s, and one of the larger buildings on the square, the Holland Building, saw one of the area's first large-scale remodeling projects in 1948. Over the next few years three other buildings were built or remodeled for established businesses: F. W. Woolworth, J. J. Newberry, and S. S. Kresge.

Many of the largest redevelopment projects of that time were done for the Heer-Andres Investment Company, under the leadership of Dorsey Heer. An article in the Springfield Daily News that was published in 1964 noted that

"Since Mr. (Dorsey) Heer became head of the Heer and Andres Investment Company in 1949...the Heer building was expanded north to Olive; the 10-story Woodruff Building, St. Louis and Jefferson, was enlarged and completely renovated, giving impetus to revitalizing the downtown district; the McDaniel Building...was extended and rebuilt."⁵

There are many parallels in the history of the McDaniel and Woodruff Buildings, which occupy lots on the same street, less than a hundred yards apart. (See Figure 7.) The Woodruff Building was built in 1911, the same year work began on the McDaniel Building. Both were originally designed by the architect, F. W. Hunt, was one of the city's leading architects in the early 20th century. Both were later owned and operated by the Heer-Andres Investment Company. Under Heer-Andres ownership, both buildings were expanded and completely remodeled within a two year period. (The Woodruff project began in 1959.) Both of those projects included the installation of new windows and new wall cladding featuring porcelain steel panels, by the same general contractor, John Carson. Finally, the same architect, Joe Amsbacher, did the plans for both remodeling projects.

Amsbacher did not have far to go for those two projects. The title blocks on the architectural plans for the McDaniel remodeling project show that his office was located in the McDaniel Building when that work was talking place.

The redevelopment of the McDaniel Building was announced in the local paper in March of 1961, with an article titled "\$500,000 Job Soon Starts." The paper included a rendering of Amsbacher's new design and described the project as a "major improvement to the city's downtown district." (Figure 8.) Dorsey Heer

⁵ "Cancer Claims Dorsey Heer." Springfield Daily News, 30 June 1964: 1.

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was quoted as saying that project was expected to take about eight months to complete, and that “for all practical purposes, we’ll have a completely new building when the work is finished.”⁶ A description of the work to be done which was included in that article described many features that are still in place today: “A terrazzo floor will be a feature of the first floor lobby with the walls to be of light tan marble. Recessed fluorescent lighting facilities are to be installed, with acoustical type ceilings.” The article also noted that according to Amspacher, “the exterior will be constructed of new light beige brick with [an] aluminum and porcelain window wall on St. Louis Street.”⁷ (St. Louis Street was later renamed to Park Central East)

Amsbacher’s new design for McDaniel Building the reflected established architectural trends. The redesigned façade of the building provides a good example of what is today referred to as Modern or Mid-Century Modern architecture. Modernism was an early 20th century movement in architecture which rejected applied ornamentation and allusions to past styles in favor of clean lines and a celebration of modern building technology and materials. As one description of Modern architecture in St. Louis put it, the style “embraced technological advancements in materials and building methods, and rejected ornamentation and specific references to the past.”⁸

The now-popular term Mid-Century Modern was coined in the 1984 book, *Mid-Century Modern: Furniture of the 1950s*, by Cara Greenburg, but quickly came to be used for architecture as well. That term can also be used to describe buildings of the Modern Movement which exhibit universal Modern characteristics but do not fit neatly into recognized sub-styles. The St. Louis

Survey of Modernist Architecture, for example, identified four different sub-styles, but in the end categorized 58% of the 200 buildings in the study as simply “Modern.”⁹ Like the majority of the Modern buildings studied in St. Louis, the McDaniel Building is best categorized under the more general heading of Mid-Century Modern. It does, however, have many characteristics of International Style architecture, which was most commonly found in the United States from the 1920s into the mid 1950s.¹⁰

⁶ “\$500,000 Job Soon Starts,” Springfield Leader and Press, 22 Mar. 1961: 13.

⁷ Ibid.

⁸ Peter Meijer, “Thematic Survey of Modern Movement Non-Residential Architecture, 1945-1975, In St. Louis City,” (St. Louis: City of St. Louis Cultural Resources Office, 2013) 90.

⁹ Meije, p. 14.

¹⁰ Meije, p.

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Curtain wall construction, which was often a featured component of Modernist architecture, was frequently mentioned in descriptions of construction projects of the day. The type of lightweight curtain wall construction used for the new façade of the McDaniel Building was a relatively new building technology in 1961. An article which appeared in the Architect and Building News in 1957, noted that the recent surge in popularity for curtain walling “has developed from the large scale use of the technique in the United States, buildings like the United Nations Secretariat Block, the Lever Building and the General Motors Research Centre being well known examples.”¹¹

The construction of those iconic buildings in the early 1950s spurred widespread interest in curtain wall construction, which quickly became nearly standard for large office buildings in major U. S. cities. Eventually, even smaller mid-west cities like Springfield began seeing new curtain wall construction. By the mid-1950s, curtain walls and comparable large banks of windows had been used on factories and institutional buildings in Springfield, but were still a novelty for commercial buildings, especially those located in downtown Springfield.

A recent review of architecture in the historic commercial areas of Springfield revealed very few examples of Modern architecture. The McDaniel Building is the only intact example of curtain wall construction in downtown Springfield, and one of few examples anywhere in the city. Comparable properties were identified through archival research and a windshield survey of the city's two historic commercial centers. That study included a review of a 40 block area around the Springfield Public Square, and another 12 blocks in and around the Commercial Street Historic District in the north part of town. That review uncovered just one other Mid-Century Modern commercial building, located on Commercial Street.¹² (Figure 9.) There were a few good examples of other building types which utilized the style in that same time period, including several educational buildings. The largest of those is a building constructed for the Assemblies of God the same year the McDaniel Building was reconstructed.¹³ (Figure 10.)

¹¹ From Edward D. Mills, “Curtain Walling,” Architect and Building News March 1957, pp. 370-396.

¹² “History Reveals.” Springfield News-Leader, <http://php.news-leader.com/beforeafter/?image=48> Accessed April 2014.

¹³ “Assemblies of God National Office,” <http://www.springfieldmo.org/things-to-do/65686/assemblies-of-god-national-office> Accessed March, 2014.

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Dorsey Heer was not able to enjoy the revamped version of the McDaniel Building for long; he died of cancer in 1964, less than three years after the project was completed. A front page article in the Springfield Daily News lamented the loss. The long article chronicled the 61 year old man's local popularity and many accomplishments. He was described as an "eminent and unassuming Springfield civic leader...President of Heer-Andres Investment Company...a great civic leader, one who never wanted to be in the spotlight...first chairman of the Urban Renewal Program...head of the Downtown Association."¹⁴ The reconstruction of the McDaniel building in 1961 represents one of the most dramatic remodeling projects undertaken by Heer-Andres Investment Company, and the building still reflects Dorsey Heer's vision for the future of Springfield.

Routinely identified as one of the largest multi-tenant buildings Springfield, the remodeled McDaniel Building served as an office building into the early years of the 21st century. The Heer-Andres Investment Company owned and operated the property until 1978, when it was sold to a long-time tenant, the accounting firm of Baird, Kurtz and Dobson. The newspaper article announcing the sale noted that it was 90% occupied when it was sold.¹⁵ The building slowly lost tenants and prestige, however, and by 1997 was described in a list of "Springfield's Largest Multi-Tenant Office Facilities" as being just 60% occupied. That trend continued into the 21st century, and by 2010 the building was vacant.¹⁶ Current plans for a comprehensive rehabilitation of the property will preserve the Mid-Century Modern features added under Dorsey Heer's management. The project will also renew the longtime link to the Woodruff Building, which is being rehabilitated by the same ownership group.

Appendix. Timeline

1869 Charles Heer, a German Immigrant, opens Heer's Dry Goods in Springfield.

1886 Charles Heer retires, leaving the business in the hands of his son, Francis X. Heer.

¹⁴ "Cancer Claims Dorsey Heer," Springfield Daily News 30 June 1964: 1.

¹⁵ Leader and Press, 9-12-1978

¹⁶ Amos Bridges, "Downtown Renaissance Skips Woodruff, McDaniel Buildings," Springfield News-Leader 17 May 2010: 1,6A.

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National Park Service

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1905 Heer-Andres formed, by F. X. Heer and Robert A. Andres.

1908 Baldwin Theater, which occupied this lot, burns.

1911, April. Local banker H. B. McDaniel begins construction on the McDaniel Building. An article about the project notes that some spaces have already been leased and that the plan is to have it placed in service by winter.

1915 Heer's opens large new building on the square.

1929 Heers-Andres Company buys Woodruff Building, which was built at the same time as the McDaniel and designed by the same architect, F. W. Hunt.

1949 F. X. Heer dies, and Dorsey Heer takes over as head of Heer-Andres.

1951 Under Dorsey Heer's management, Heer's Building on the square was updated and expanded.

1959, March 7. Dorsey Heer of Heer-Andres announces plans to remodel Woodruff Building. Architect Joe W. Amsbacher, contractor John Carson.

1960 Jan. Spg. Daily news has article about demo to make way for parking garage and new development. Title: *Business Leaders Take a Look at City's Future in 1960...* "This improvement is a potential preface to others foreseen in rehabilitation of outmoded buildings in downtown Springfield in the coming year."

1961 Feb. Plans for the remodeling of the McDaniel Building by Joe Amsbacher, architect. Office at 418 McDaniel Building.

1961, March. McDaniel Building remodeled, gets a new façade and two new stories. \$500,000 rehab project announced by Dorsey Heer, head of Heers Andres Investment Co. Described as a "major improvement project for the city's downtown district." Architect Joe Amsbacher, Genral Contractor John Carson. [Leader and Press 22 March 1961.]

1962. Dorsey Heer was the first chairman of the Board of the Urban Renewal program (Land Clearance for Redevelopment,) which was formed to encourage central city redevelopment.

1963 Heer-Andres buys the Landers Building on the Square.

1964. Landers Building gets a new lower front and lobby remodeling, by architect A. C. Esterly, Amsbacher's partner.

1964, June 30. Dorsey Heer, head of Heer-Andres, dies of cancer. At that time the firm owned Landmark/Frisco, Woodruff, McDaniel and Landers buildings, as well as several parking lots and smaller commercial buildings downtown.

1967 McDaniel Building recorded for Land Clearance Redevelopment Project. Heer-Andres Co. owner of record.

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1970 Battlefield Mall constructed.

1978 Heers Andres sells the McDaniel Building to Baird, Kurtz and Dobson, accountants, who had been tenants in the building. It was 90% occupied when it was sold and a parking lot was being constructed to the rear. [Leader and Press, 9-12-1978]

1986 John Q. Hammons buys the building from Baird Kurtz, and Dobson. "It enjoys very good occupancy today." [Leader and Press July 31, 1986 A1.]

1994 Warren Davis Properties buys the McDaniel and the Woodruff Buildings.

1997 McDaniel was included in a list of "Springfield's Largest Multi-Tenant Office Facilities." 17th largest in the city, and third largest of five in the district. Only 60% occupied, vs Woodruff-- the 8th largest in the city and largest in the district--which was 96% full.

1999 O. H. Kerkemeyer barber for 70 years in the McDaniel Building. [News-Leader, May 5m 1999, 1B]

2002 Downtown Springfield Property, LLC buys McDaniel and Woodruff Buildings from Warren Davis Properties. [Spg. Business Journal, Aug 5, 2002, p. 3.]

2012 Building is vacant.

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Verbal Boundary Description

Boundary Justification

The current boundaries encompass all of the land currently and historically associated with the building.

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Figure 1. Aerial photo map from Google Earth, with Coordinates.
Accessed May 6, 2014.

Google earth

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316 Park Central E, Springfield, MO 65806, USA Latitude: 37.208756° Longitude: -93.290548°

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Figure 2. Aerial photo map of the area, from Google Earth.
Accessed May 6, 2014.



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Figure 3. McDaniel Building in 1967. (Springfield Public Library Files.)



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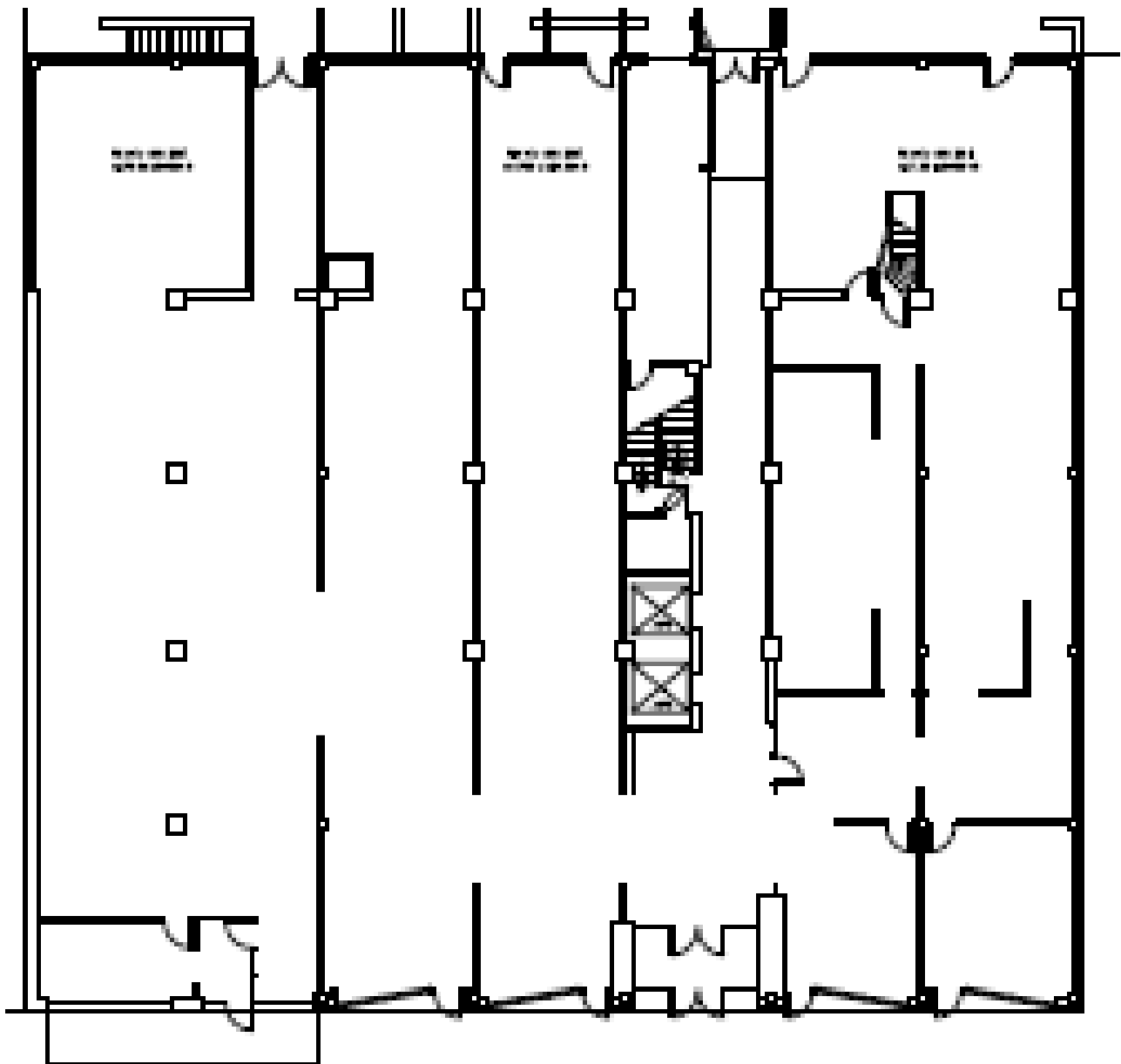
Greene, Missouri

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N/A

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Figure 4. First Floor Plan.



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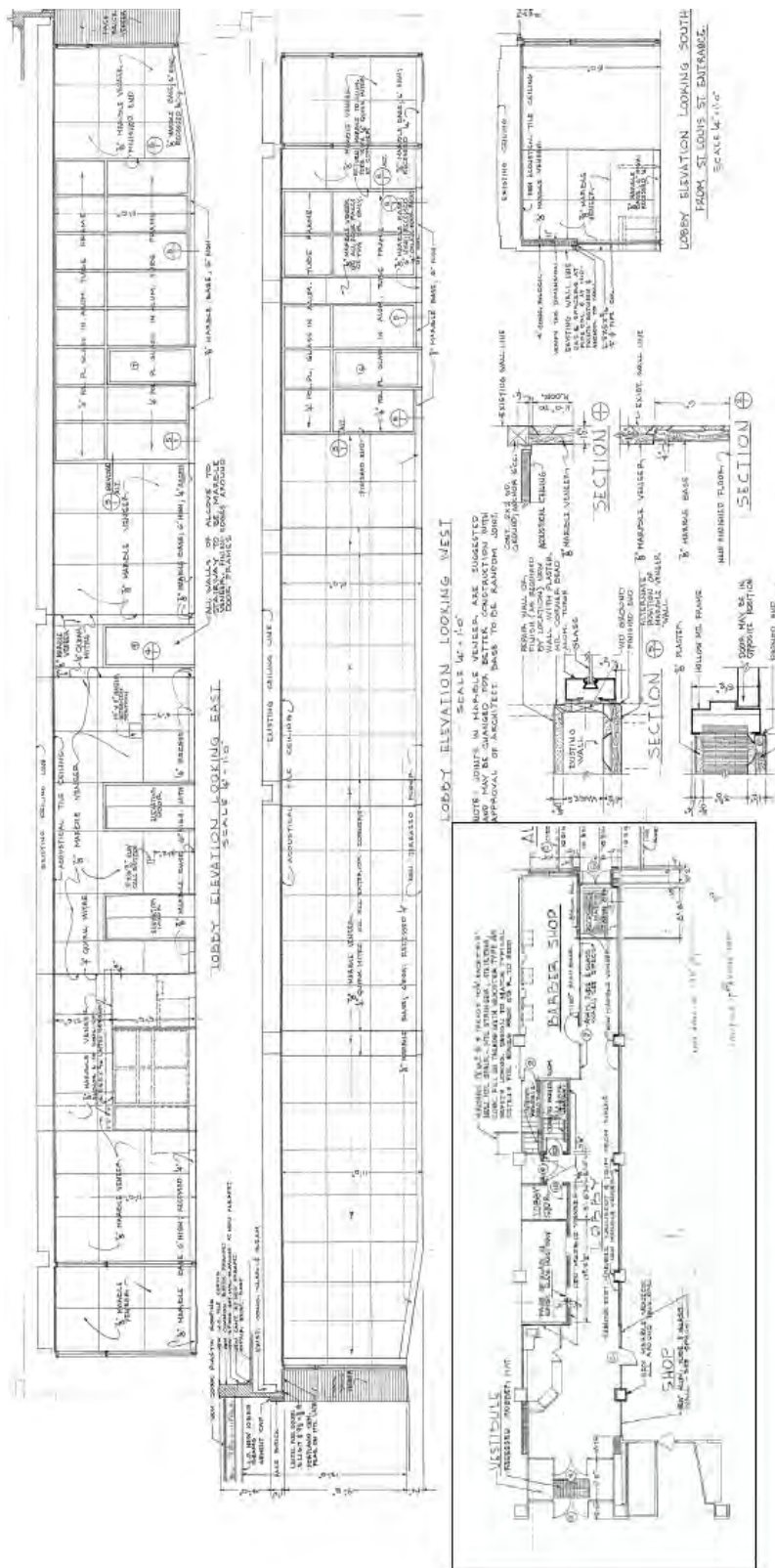
Greene, Missouri

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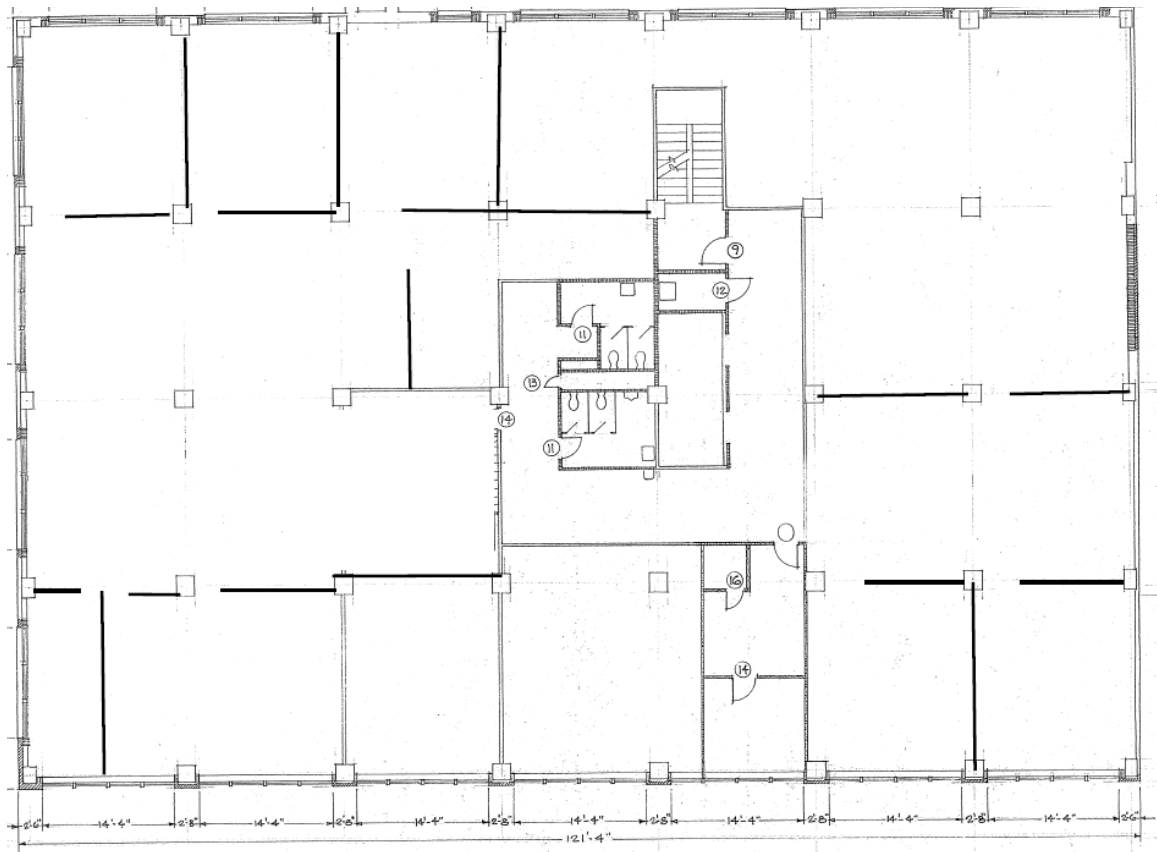
N/A

Name of multiple listing (if applicable)

Figure 5. 1961 Plan
Excerpts, showing
hallway remodeling plans.



Name of multiple listing (if applicable)



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Figure 7. McDaniel and Woodruff Buildings. The Woodruff building is the large building on the right.



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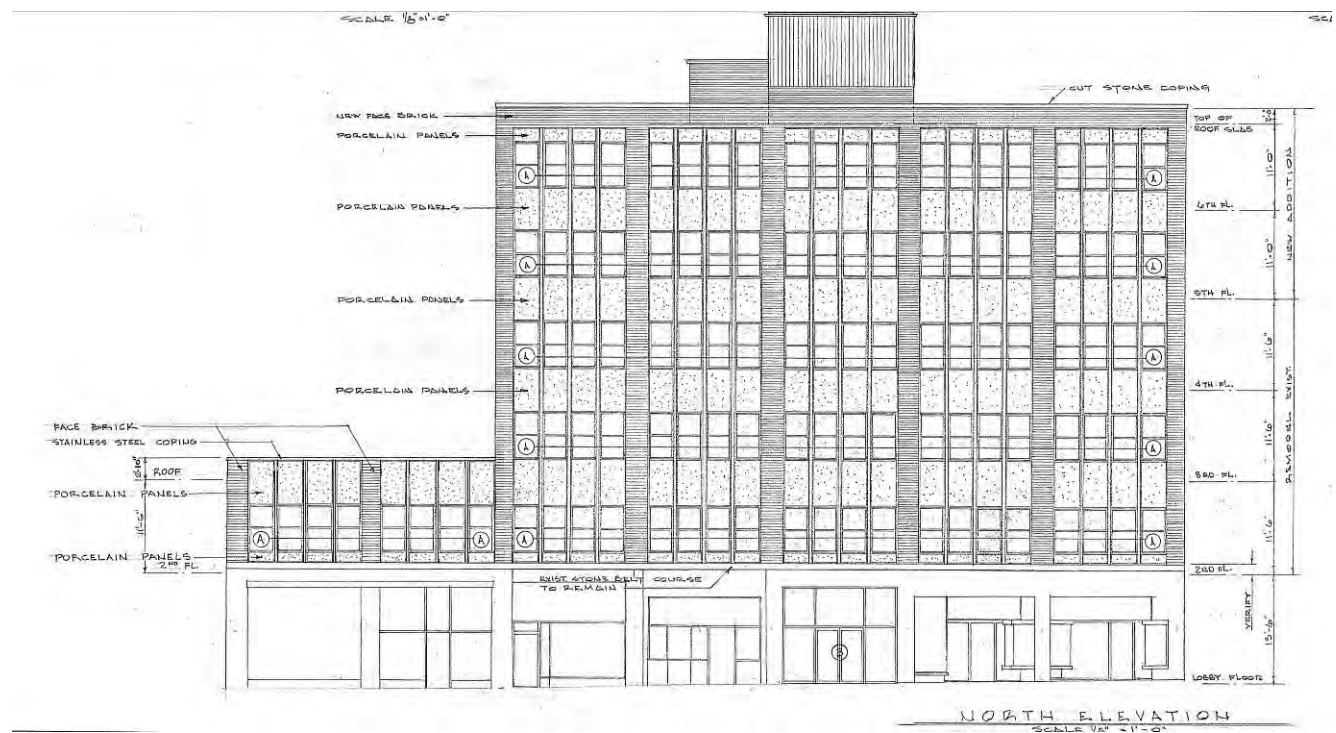
Greene, Missouri

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N/A

Name of multiple listing (if applicable)

Figure 8. Elevation Drawing for the 1961 Redevelopment project, by Joe Amsbacher.



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McDaniel Building

Name of Property

Greene, Missouri

County and State

N/A

Name of multiple listing (if applicable)

Figure 9. Comparable Modernist Buildings in Springfield.

Top: Commercial St. and Boonville Ave.

Bottom: Assemblies of God Campus, 1445 N. Boonville Ave.



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McDaniel Building

Name of Property

Greene, Missouri

County and State

N/A

Name of multiple listing (if applicable)

Photo Key.

