



## STAFF APPROVAL LETTER

196-SA-2011

### The Drinkwater Landscape & Paint

#### STEP 1

#### STAFF APPROVAL NOTIFICATION

This letter is notification that your request has been conceptually approved by Current Planning Services staff.

**Additional review and permits may be required. Refer to Final Plan Review Submittal Requirements below.**

This approval expires one (1) year from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

#### PROJECT INFORMATION

LOCATION: 7353 E Indian School Rd  
PARCEL: 130-23-206  
Q.S.: 16-45  
CODE VIOLATION #:

APPLICANT: Luis Fabara  
COMPANY: Sydel Scottsdale LLC  
ADDRESS: 50 Broadway 4Th Floor New York, Ny 10004  
PHONE: 480-385-4802

**Request:** Staff Approval for exterior accent paint, landscaping and reinstate a left turn lane for entrance from northbound Drinkwater Boulevard at East 1st Avenue at East 1<sup>st</sup> Avenue

#### STIPULATIONS

1. To reinstate left turn lane from northbound Drinkwater Boulevard into entrance, provide the One Stop Shop with a traffic site plan, including striping and signage.
2. Provide the One Stop Shop with a demo plan for demolition of a 6-foot wide portion of the existing 5-foot high screen wall at entry.
3. Apply to the One Stop Shop for a minimum building permit for construction of 2 new decorative screen wall elements.
4. Signage approval not included as part of this Staff Approval. Apply to One Stop Shop for sign permit.

**Related Cases:** 196-SA-2011

SIGNATURE: \_\_\_\_\_

*Kim Chafin*  
Kim Chafin, AICP LEED-AP

DATE APPROVED: 6-17-11



# Staff Approval Application

374-PA-2011

## Submittal Requirements

Project Name: The Drinkwater Landscape + Paint City Staff Contact: Kim Chafin  
Project Address: 1353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ 85251  
Zoning: C-2 DO A.P.N.: 130-23-206 Quarter Section: 14-45  
Associated References: Project Number 374-PA-2011 Plan Check Number \_\_\_\_\_ Case(s) 196-SA-2011  
Request: ACCENT PAINT AND REINSTITUTE LEFT TURN LANE (ENTRANCE)

Is there an outstanding Code Enforcement citation or Notice of Compliance? ☐ Yes ☐ No If yes, provide a copy.

Owner: SYDELL SCOTTSDALE, LLC Applicant: SALE

Company: \_\_\_\_\_ Company: \_\_\_\_\_

Phone: 480 385 4802 Fax: 480 308 1146 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: LEABARA@SYDELLGROUP.COM E-mail: \_\_\_\_\_

Address: 50 BROADWAY, 4th Floor, NY, NY 10004 Address: \_\_\_\_\_

**Submittal Requirements: Please submit 1 copy of materials requested below. All plans must be folded.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Completed Application (this form) and Application Fee-- \$ (fee subject to change every July)   | <input type="checkbox"/> Cross Sections- for all cuts and fills   |
| <input checked="" type="checkbox"/> Context Aerial with site highlighted  | <input type="checkbox"/> Floor Plan(s) of additions, alterations, or new structures. The floor plan shall be dimensioned and clearly delineate existing and proposed construction.  |
| <input checked="" type="checkbox"/> Site Location Map   | <input checked="" type="checkbox"/> Landscape Plan indicating location of existing and new plants, location and dimension of paving, a plant palette with names, symbols, sizes, spacing & quantities, and open space/landscaping calculations. |
| <input checked="" type="checkbox"/> Maricopa County Assessor's Parcel Map with site location highlighted  | <input checked="" type="checkbox"/> Elevation Drawings or Color Photosimulations of new additions, buildings, or other changes with materials and colors noted and keyed to material samples.   |
| <input checked="" type="checkbox"/> Narrative describing nature of request  | <input checked="" type="checkbox"/> Material Samples- color chips, awning fabric, glazing, etc.   |
| <input checked="" type="checkbox"/> Property Owner's Authorization, or signature below  | <input type="checkbox"/> Conceptual Grading & Drainage Plan showing existing & proposed drainage flows, channels and retention.   |
| <input type="checkbox"/> Homeowners/Property Owners Association Approval (if applicable).   | <input type="checkbox"/> Copy of Liquor License Application (For all bars/ restaurants/patios)  |
| <input checked="" type="checkbox"/> Color Photographs of site- including all areas of change.   | <input type="checkbox"/> Airport Vicinity Development Checklist- provided   |
| <input checked="" type="checkbox"/> Site plan indicating extent and location of additions, buildings and other structures, indicate dimensions of existing and proposed structures, sidewalks, or driveways as well as any required setbacks. | <input checked="" type="checkbox"/> Current Title Report <u>old report OK - 12 months</u>   |
| <input checked="" type="checkbox"/> Lighting- provide cut sheets, details, photometric for any proposed lighting.   | <input type="checkbox"/> Other: _____   |

**Please Note:** After staff review, it may be determined that this request requires approval by the Development Review Board through the public hearing process. If approved at staff level, this approval expires twelve (12) months from date of approval if a permit is required but has not been issued.

Signature: [Signature] Circle One: Applicant Owner

Date: 16 JUNE 2011

### Official Use Only:

Submittal Date: 6-16-11

City Staff Signature: [Signature]

### Planning, Neighborhood and Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7800



# City of Scottsdale Cash Transmittal

# 87541

**Received From :**

SYDELL SCOTTSDALE LLC  
50 BROADWAY 4TH FLOOR  
NEW YORK, NY 10004  
480-385-4802

**Bill To :**

SYDELL SCOTTSDALE LLC  
50 BROADWAY 4TH FLOOR  
NEW YORK, NY 10004  
480-385-4802

**Reference #** 374-PA-2011

**Address** 7353 E INDIAN SCHOOL RD

**Subdivision** SCOTTSDALE MALL

**Marketing Name**

**MCR** 170-02

**APN** 130-23-206

**Owner Information**

SYDELL SCOTTSDALE LLC  
50 BROADWAY 4TH FLOOR  
NEW YORK, NY 10004  
480-385-4802

**Lot Number** A

**County** No

**Gross Lot Area** 0

**NAOS Lot Area** 0

**Net Lot Area**

**Number of Units** 1

**Density**

**Issued Date** 6/16/2011

**Paid Date** 6/16/2011

**Payment Type** CASH

**Cost Center**

**Metes/Bounds** No

**Water Zone**

**Water Type**

**Sewer Type**

**Meter Size**

**QS** 16-45

Code	Description	Additional	Qty	Amount	Account Number
3166	STAFF APPROVAL (MINOR-CASE)		1	\$85.00	100-21300-44221

SIGNED BY LUIS FABARA ON 6/16/2011

Total Amount

**\$85.00**

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)

**TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 87541 .**

SYDELL SCOTTSDALE, LLC  
7353 East Indian School Road  
Scottsdale, Arizona 85251

April 26, 2011

City of Scottsdale  
Planning and Neighborhood and Transportation Division  
7447 E Indian School Road, Suite 105  
Scottsdale, AZ 85251

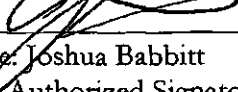
RE: Development Review Board Application -- Letter of Authorization of  
Affidavit

Ladies and Gentlemen:

I represent Sydell Scottsdale, LLC, owner of the property located at 7353 East Indian School Road, Scottsdale, Arizona and commonly known as the Hotel Theodore. I hereby certify that Luis Fabara is authorized to act on behalf of the owner with respect to certain applications to the Planning, Neighborhood and Transportation Division, City of Scottsdale.

Please do not hesitate to contact me if you have any questions. We look forward to working with you.

SYDELL SCOTTSDALE, LLC

By:   
Name: Joshua Babbitt  
Title: Authorized Signatory  
Email: jbabbbitt@sydellgroup.com

Pre-application No.: 374-PA-2011  
Project Name: \_\_\_\_\_

**AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER**

1. This affidavit concerns the following parcel of land:

- a. Street Address: 7353 EAST INDIAN SCHOOL ROAD
- b. County Tax Assessor's Parcel Number 130-23-206
- c. General Location OLD TOWN SCOTTSDALE ARIZONA
- d. Parcel Size: 6.14 ACRES
- e. Legal Description: SEE VERBAL ATTACHMENT DOCS

(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land and may expose me or the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)  
LUS FABARA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date  
MAY 30 2011  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHICAGO TITLE INSURANCE COMPANY

CT1021971-49

DEED PREPARED BY  
David Greenman  
18800 Von Karman Ave., Suite 100  
Irvine, CA 92612

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER

HELEN PURCELL

20110143106 02/16/2011 03:20

ELECTRONIC RECORDING

01021971A-5-2-1--

Palumbo

WHEN RECORDED MAIL DEED TO

SYDELL SCOTTSDALE, LLC  
50 BROADWAY  
NEW YORK, NY 10004  
A7

FILE NO. CT1021971A

1/1

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPECIAL WARRANTY DEED

THIS Special Warranty Deed is made as of the 15<sup>th</sup> day of February between GREENWICH-2006-FLA SCOTTSDALE HOTEL, LLC, a Delaware limited liability company ("Grantor"), whose post office address is c/o Wells Fargo Bank, N.A., 1901 Harrison St, 8th floor, Oakland, CA 94612 and SYDELL SCOTTSDALE, LLC, a Delaware limited liability company ("Grantee"), whose post office address is 50 Broadway, 4<sup>th</sup> Floor, New York, NY 10004:

Witnesseth, that Grantor, for and in consideration of the sum of TEN and no/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee the following described land, situate, lying and being in Maricopa County, Arizona legally described on Exhibit 'B' hereto:

Subject to those matters identified on Exhibit 'C' attached hereto.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with Grantee that Grantor has good right and lawful authority to sell and convey said land; that, subject to those matters identified on Exhibit 'C' attached hereto. Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

SEE ATTACHED SIGNATURE ADDENDUM AS EXHIBIT 'A'

20110143106

**SIGNATURE ADDENDUM AS EXHIBIT 'A'**

GREENWICH 2006-FL4 SCOTTSDALE HOTEL, LLC, a Delaware  
limited liability company

By: Wells Fargo Bank, N.A., its manager

By: 

Name: LISA CANNOLLY

Title: \_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF Alameda

On Feb. 14, 2011 before me, Carol L. Morris, Notary Public, personally  
appeared LISA CANNOLLY, who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT 'B'**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT A, SCOTTSDALE MALL, A SUBDIVISION RECORDED IN BOOK 170 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA:

EXCEPT THE FOLLOWING DESCRIBED PROPERTY IDENTIFIED AS PARCEL A AND PARCEL B AS FOLLOWS:

**PARCEL "A":**

THAT PARCEL OF REAL PROPERTY CONVEYED TO THE CITY OF SCOTTSDALE IN INSTRUMENT RECORDED AUGUST 28, 1985 IN RECORDING NO. 85-407038 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 45 MINUTES 50 SECONDS WEST, A DISTANCE OF 30.00 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION 26;

THENCE SOUTH 00 DEGREES 07 MINUTES 52 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CIVIC CENTER PLAZA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 07 MINUTES 52 SECONDS WEST, A DISTANCE OF 287.60 FEET ALONG SAID RIGHT-OF-WAY;

THENCE NORTH 02 DEGREES 24 MINUTES 17 SECONDS WEST, A DISTANCE OF 70.51 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 47 SECONDS EAST, A DISTANCE OF 200.41 FEET;

THENCE SOUTH 44 DEGREES 48 MINUTES 59 SECONDS EAST, A DISTANCE OF 4.59 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL "B":**

THAT PARCEL OF REAL PROPERTY QUIT-CLAIMED TO THE CITY OF SCOTTSDALE IN INSTRUMENT RECORDED SEPTEMBER 19, 1985 IN RECORDING NO. 85-444862 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10 FEET OF THE NORTH 10.03 FEET OF THE SOUTH 255.09 FEET OF LOT A, OF SAID SCOTTSDALE MALL.

TOGETHER WITH THE EAST 14 FEET OF THE NORTH 182.59 FEET OF THE SOUTH 245.06 FEET OF LOT A, OF SAID SCOTTSDALE MALL.

TOGETHER WITH THE EAST 25 FEET OF THE SOUTH 62.47 FEET OF LOT A, OF SCOTTSDALE MALL.



**EXHIBIT 'C'**  
**EXCEPTIONS**

1. The second installment of property taxes for the calendar year 2010, including any personal property taxes and any assessments collected with taxes, a lien not yet due or payable until March 1, 2011, and Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2011.
2. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
3. Water rights, claims or title to water, whether or not disclosed by the public records.
4. The liabilities and obligations imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.  
(all assessments due and payable are paid current)
5. Plat of Scottsdale (East) recorded in Book 6 of Maps, Page 27.
6. Easements, covenants, conditions and restrictions as set forth on the recorded plat of said subdivision recorded in Book 170 of Maps, Page 2.  
as shown on ALTA survey prepared by EEC dated December 2, 2010, as Job No. EEC 10039.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  

Purpose:	underground public utilities
Recording Date:	November 19, 1974
Recording No:	Docket 10917, Page 141

as shown on ALTA survey prepared by EEC dated December 2, 2010, as Job No. EEC 10039.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  

Purpose:	underground public utilities
Recording Date:	November 19, 1974
Recording No:	Docket 10917, Page 143

as shown on ALTA survey prepared by EEC dated December 2, 2010, as Job No. EEC 10039.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  

Purpose:	a public pedestrian way and public utility lines or pipes
Recording Date:	November 19, 1974
Recording No:	Docket 10917, Page 145

as shown on ALTA survey prepared by EEC dated December 2, 2010, as Job No. EEC 10039.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: public utility  
Recording Date: February 25, 1975  
Recording No: Docket 11046, Page 772

as shown on ALTA survey prepared by EEC dated December 2, 2010, as Job No. EEC 10039.

11. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: EEC 10039  
Dated: December 2, 2010  
Prepared by: James L. Dean with Engineering and Environmental Consultants, Inc.  
Matters shown:

- A. Encroachment of bus stop onto property at East property line.
- B. Encroachment of traffic light, utility box and utility riser onto property at Northeast corner.
- C. Right-of-way for pedestrian access to and from concrete stairs at the inside Southwest corner.
- D. Encroachment of sidewalk onto adjacent property at the Southern-most Southwest corner.
- E. Encroachment of dining area and associated improvements onto adjacent property at the Southern-most Southwest corner.
- F. Encroachment of patio area and planter onto adjacent property at the Southeast corner.
- G. Encroachment of wall into Drinkwater Boulevard right-of-way at the East property line.

## **Property**

Hotel Theodore  
7353 East Indian School Road  
Scottsdale, Arizona 85251

## **Property Description**

The property, known as Hotel Theodore, is reportedly constructed in 1975 and renovated in 2004. The Property consists of 195 rooms within five, three story buildings, one two-story building, one two-story main building and a one-story fitness/spa center, all located on a 6.14 acre lot.

## **Narrative**

The planned improvements are minor cosmetic, accent painting using colors to bring the property's existing attributes, bringing it back to its original state. The colors chosen for the palette of the project were developed using the indigenous Arizona flowers.

Scope of work can be broke out into two categories: 1) Guest Room Improvement consisting of minor painting, including the accent painting of the exterior doors and the balcony vertical "fin" wall surface -; 2) Remove gate and demo six feet of the existing five foot wall at North side of the Drinkwater entrance. Reinstall left turn lane from Northbound Drinkwater onto site.

### **Guest Room Improvement**

- Interiors of the room are to be painted
- Balconies – accent paint only vertical surfaces perpendicular to the buildings
- Accent paint on doors
- Accent paint on elevator and stairways
- Replace exterior corridor lighting, location of lighting not to be moved

### **Front Entrance**

- Protect debris and soil context from run-off
- Remove existing gates
- Remove existing track for gates
- Remove all brackets and related items of gates
- Remove existing "no parking" paint on entrance driveway
- Remove approximately 6 feet of existing screen wall at North side of driveway to improve visibility of traffic
- Reinstall left turning lane from Drinkwater onto the property
- keep "stay right" sign at the North median of Drinkwater (already installed)

- Paint left turn lane on north bound side of Drinkwater
- Install stop sign at South side of Drinkwater Entrance
- Paint median on asphalt at the entrance drive between north and south landscape planters
- Remove island at the west side of the entrance
- Relocate Hybrid Palo Verde
- Install new curbing. Curbing to mimic radius of exterior wall
- Paint parking spaces – all spaces to remain intact
- Paint "fire lane" on new curbing
- Install new Lanata sp. (Radiation, 5gallon) at North and South side of entrance
- Install new Opuntia sp. Santa Rita (purple prickly pear, 5 gallon) at North and South side of Entrance
- Install new Lophocereus Schotti (Totem Pole, 5 gallon) at North and South Side of Entrance
- Install new Pachycereus Marginatus (Mexican Fence Post, 5 gallon) at North and South Entrance
- Install by mechanical fasteners a decorative screen on exterior elevator column wall (approximately 30' x 30') –accent paint to match, light weight corrugate aluminum with perforations.
- Install decorative screen in planter, accent paint to match, light weight corrugated aluminum with perforations
- Install new 2" thick decomposed granite in all new landscaped area
- Install new screened decorative polished rock to match adjacent planters in lobby
- Install new mixed cacti species mammillaria (pin cushion) & Cliestocactus (1 to 3 gallon – 12" o.c.) at new landscape planter at East of entry
- Retain and do not disturb: Fire hydrant, existing utility locations at planters (North and South of Entry)
- Reposition pull box to new landscape planter on East side of entry.
- Irrigation to remain (except as per drawings)
- Landscaping lighting to remain intact.



## CHICAGO TITLE INSURANCE COMPANY

Title No.: CT1104572

### COMMITMENT FOR TITLE INSURANCE

Issued by

*Chicago Title Insurance Company*

*Chicago Title Insurance Company ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

*Natalie Bombardieri*  
Countersigned



CHICAGO TITLE INSURANCE COMPANY

BY

ATTEST

*Robert J. Miller*  
President  
*[Signature]*  
Secretary

Title No.: CT1104572

**CHICAGO TITLE INSURANCE COMPANY**

2555 E. Camelback Rd., # 500  
Phoenix, AZ 85016

**SCHEDULE A**

Title Officer: Chris Ziegler  
Escrow Officer: Maida Klein  
Escrow No.: CT1104572-CT2949

1. Effective date: May 31, 2011 at 07:30 AM
2. Policy or Policies to be issued: Amount
  - (a) Owner's Policy ( ALTA Owner's Policy (06/17/2006) ) \$ 16,250,000.00  
Proposed Insured:  
City of Scottsdale
3. The estate or interest in the land described or referred to in this Commitment is:  
A Fee as to Parcel No. 1  
  
and  
  
A Leasehold as created by that certain Lease Agreement dated July 1, 2003, executed by City of Scottsdale, an Arizona municipal corporation, as lessor, and James-Hotel Scottsdale, L.L.C., an Arizona Limited Liability Company, as lessee, recorded July 9, 2003, in Recording No. 2003-0894269 and that certain Request for Consent of Assignment, dated April 8, 2011, executed by City of Scottsdale, as lessor and Sydell Scottsdale, LLC, a Delaware limited liability company, successor-in-interest to James-Hotel Scottsdale, L.L.C., an Arizona Limited Liability Company, as lessee, recorded April 11, 2011, in Recording No. 2011-0305254, as to Parcel No. 2
4. Title to the estate or interest in the land is at the Effective Date vested in:  
Sydell Scottsdale, LLC, a Delaware limited liability company
5. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF



## CHICAGO TITLE INSURANCE COMPANY

## LEGAL DESCRIPTION

**EXHIBIT "ONE"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

Lot A, SCOTTSDALE MALL, a subdivision recorded in Book 170 of Maps, Page 2, records of Maricopa County, Arizona:

EXCEPT the following described property identified as Parcel "A" and Parcel "B" as follows:

Parcel "A":

That parcel of real property conveyed to the City of Scottsdale in instrument recorded August 28, 1985 in Recording No. 85-407038 and more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 26, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 89 degrees 45 minutes 50 seconds West, a distance of 30.00 feet along the North section line of said Section 26;

Thence South 00 degrees 07 minutes 52 seconds West, a distance of 65.00 feet to a point on the West right-of-way of Civic Center Plaza, said point being the TRUE POINT OF BEGINNING;

Thence South 00 degrees 07 minutes 52 seconds West, a distance of 267.60 feet along said right-of-way;

Thence North 02 degrees 24 minutes 17 seconds West, a distance of 70.51 feet;

Thence North 00 degrees 05 minutes 47 seconds East, a distance of 200.41 feet;

Thence South 44 degrees 48 minutes 59 seconds East, a distance of 4.59 feet to the TRUE POINT OF BEGINNING.

Parcel "B":

That parcel of real property quit-claimed to the City of Scottsdale in instrument recorded September 19, 1985 in Recording No. 85-444862 and more particularly described as follows:

The East 10 feet of the North 10.03 feet of the south 255.09 feet of Lot A, of said SCOTTSDALE MALL.

Together with the East 14 feet of the North 182.59 feet of the South 245.06 feet of Lot A, of said SCOTTSDALE MALL.

Together with the East 25 feet of the South 62.47 feet of Lot A, of SCOTTSDALE MALL.

**EXHIBIT "ONE"**

(Continued)

APN: 130-23-206

Parcel No. 2:

That portion of Lot "L" of Scottsdale Mall, a subdivision as recorded in Book 170 of Maps, Page 2, Records of Maricopa County, Arizona, being a portion of the Northwest quarter of Section 26, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of said Scottsdale Mall subdivision, being the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26, said point being a found brass cap in hand hole at the intersection of Indian School Road and Civic Center Plaza as depicted on said Scottsdale Mall subdivision plat;

Thence South 00 degrees 08 minutes 17 seconds West along the monument line of said Civic Center Plaza, a distance of 334.94 feet;

Thence continuing along said monument line South 00 degrees 09 minutes 02 seconds West, a distance of 295.15 feet;

Thence North 89 degrees 47 minutes 29 seconds West, along the North line of said Lot "L" and its Easterly projection, a distance of 232.28 feet to the TRUE POINT OF BEGINNING.

Thence South 00 degrees 12 minutes 31 seconds West, a distance of 1.13 feet;

Thence West, a distance of 1.00 feet to the beginning of a curve concave to the Southeast, from which the center of said curve bears South, a distance of 11.07 feet;

Thence Southwesterly, along the arc of said curve, through a central angle of 69 degrees 38 minutes 15 seconds, a distance of 13.45 feet to the beginning of a reverse curve concave to the Northwest, from which the center of said curve bears North 69 degrees 38 minutes 15 seconds West, a distance of 14.29 feet;

Thence Southwesterly, along the arc of said curve, through a central angle of 69 degrees 38 minutes 15 seconds, a distance of 17.37 feet to the beginning of a non-tangent curve concave to the North, from which the center of said curve bears North 00 degrees 25 minutes 28 seconds East, a distance of 49.93 feet;

Thence Westerly, along the arc of said curve, through a central angle of 00 degrees 06 minutes 36 seconds, a distance of 0.10 feet;

Thence North 89 degrees 47 minutes 29 seconds West, a distance of 36.52 feet to the Northerly face of an existing block wall, and the beginning of a non-tangent curve concave to the Southwest, from which the center of said curve bears South 49 degrees 15 minutes 45 seconds West, a distance of 46.56 feet;

Thence Northwesterly, along the Northerly face of said block wall and the arc of said curve, through a central angle of 02 degrees 47 minutes 38 seconds, a distance of 2.27 feet to the beginning of a non-tangent curve concave to the South, from which the center of said curve bears South 36 degrees 13 minutes 47 seconds West, a distance of 25.45 feet;



**EXHIBIT "ONE"**

(Continued)

Thence Westerly, along the Northerly face of said block wall and the arc of said curve, through a central angle of 37 degrees 49 minutes 47 seconds, a distance of 16.80 feet to the beginning of a compound curve concave to the South, from which the center of said curve bears South 01 degrees 36 minutes 00 seconds East, a distance of 62.07 feet;

Thence Westerly, along the Northerly face of said block wall and the arc of said curve, through a central angle of 21 degrees 49 minutes 42 seconds, a distance of 23.65 feet to the beginning of a non-tangent curve concave to the North, from which the center of said curve bears North 29 degrees 01 minutes 42 seconds West, a distance of 16.10 feet;

Thence Westerly, along the Northerly face of a concrete driveway and the arc of said curve, through a central angle of 57 degrees 24 minutes 54 seconds, a distance of 16.13 feet to the beginning of a non-tangent curve concave to the Northeast, from which the center of said curve bears North 37 degrees 22 minutes 11 seconds East, a distance of 60.31 feet;

Thence Northwesterly, along the Northerly face of said concrete driveway and the arc of said curve, through a central angle of 21 degrees 20 minutes 11 seconds, a distance of 22.46 feet;

Thence South 89 degrees 47 minutes 29 seconds East, along the North line of said lot "L", a distance of 132.01 feet to the TRUE POINT OF BEGINNING.

APN: 130-23-217A (underlying fee interest)



**CHICAGO TITLE INSURANCE COMPANY**  
**SCHEDULE B - SECTION I**  
**REQUIREMENTS**

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Furnish satisfactory evidence to the company that all regular and special assessments levied by Salt River Project Agricultural Improvement and Power District which are now due and payable are paid.
6. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
8. Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, 20 and 22 from Table A thereof. Item 22 shall be Indication of access to a public way on land such as curb cuts and driveways, and to and from waters adjoining the surveyed tract, such as boat slips, launches, piers and docks.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Chicago Title Insurance Company.

9. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

## SCHEDULE B - SECTION I

(Continued)

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
11. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.
12. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company:                      Sydell Scottsdale LLC, an Arizona Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. Furnish for recordation a full release/reconveyance of deed of trust:

Amount:	\$15,675,000.00
Dated:	April 8, 2011
Trustor/Grantor:	Sydell Scottsdale LLC, a Delaware limited liability company
Trustee:	Chicago Title
Beneficiary:	German American Capital Corporation, a Maryland corporation
Recording Date:	April 11, 2011
Recording No:	Document No 2011-0305255

14. Record release of ann assignment of all the moneys due, or to become due as rental, as additional security for the obligations secured by deed of trust shown

Recording Date:	April 11, 2011
Recording No:	Document No 2011-0305256
Assigned to:	German American Capital Corporation, a Maryland corporation

**SCHEDULE B - SECTION I**

(Continued)

15. Furnish for recordation a termination statement terminating the financing statement described below

Debtor: Sydel Scottsdale LLC  
Secured Party: German American Capital Corporation, a Maryland corporation  
Assignee of Secured Party:  
Recording Date: April 11, 2011  
Recording No.: Document No 2011-0305257

16. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed  
Grantor(s): Sydel Scottsdale, LLC, a Delaware limited liability company  
Grantee(s): City of Scottsdale

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

17. Tax Note:

Year: 2010  
Tax Parcel No: 130-23-206  
Total Tax: \$312,375.50  
First Installment Amount: \$156,187.75  
Second Installment Amount: \$156,187.75

18. Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

(a) Print must be ten-point type or larger.

(b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including but not limited to, notaries, signatures, page numbers.

(c) Each instrument shall be no larger than 8 - 1/2 inches in width and 14 inches in length.

19. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

20. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

**END OF SCHEDULE B - SECTION I**



## CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any rights, interests or claims, which are not shown by the public records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown in the public records.
7. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2011.
8. The liabilities and obligations imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.
9. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
10. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
11. Water rights, claims or title to water, whether or not disclosed by the public records.
12. Plat of Scottsdale (East) recorded in Book 6 of Maps, Page 27.
13. Easements, covenants, conditions and restrictions as set forth on the recorded plat of said subdivision recorded in Book 170 of Maps, Page 2.

## SCHEDULE B - SECTION II

(Continued)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: underground public utilities  
Recording Date: November 19, 1974  
Recording No: Docket 10917, Page 141

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: underground public utilities  
Recording Date: November 19, 1974  
Recording No: Docket 10917, Page 143

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: a public pedestrian way and public utility lines or pipes  
Recording Date: November 19, 1974  
Recording No: Docket 10917, Page 145

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: public utility  
Recording Date: February 25, 1975  
Recording No: Docket 11046, Page 772

18. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: EEC 10039  
Dated: December 2, 2010 and last revised January 12, 2011  
Prepared by: James L. Dean with Engineering and Environmental Consultants, Inc.  
as shown on Deed recorded in Document No 2011-0143106

Matters shown:

- A. Encroachment of bus stop onto property at East property line.
- B. Encroachment of traffic light, utility box and utility riser onto property at Northeast corner.
- C. Right-of-way for pedestrian access to and from concrete stairs at the inside Southwest corner.
- D. Encroachment of sidewalk onto adjacent property at the Southern-most Southwest corner.
- E. Encroachment of patio area and planter onto adjacent property at the Southeast corner.
- F. Encroachment of dining area and associated improvements, including wall associated therewith, onto adjacent property at the Southern-most Southwest corner.
- G. Encroachment of wall into Drinkwater Boulevard right-of-way at the East property line.



**SCHEDULE B - SECTION II**

(Continued)

19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

20. The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease described or referred to in Schedule A.

**END OF SCHEDULE B - SECTION II**

## CHICAGO TITLE INSURANCE COMPANY

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

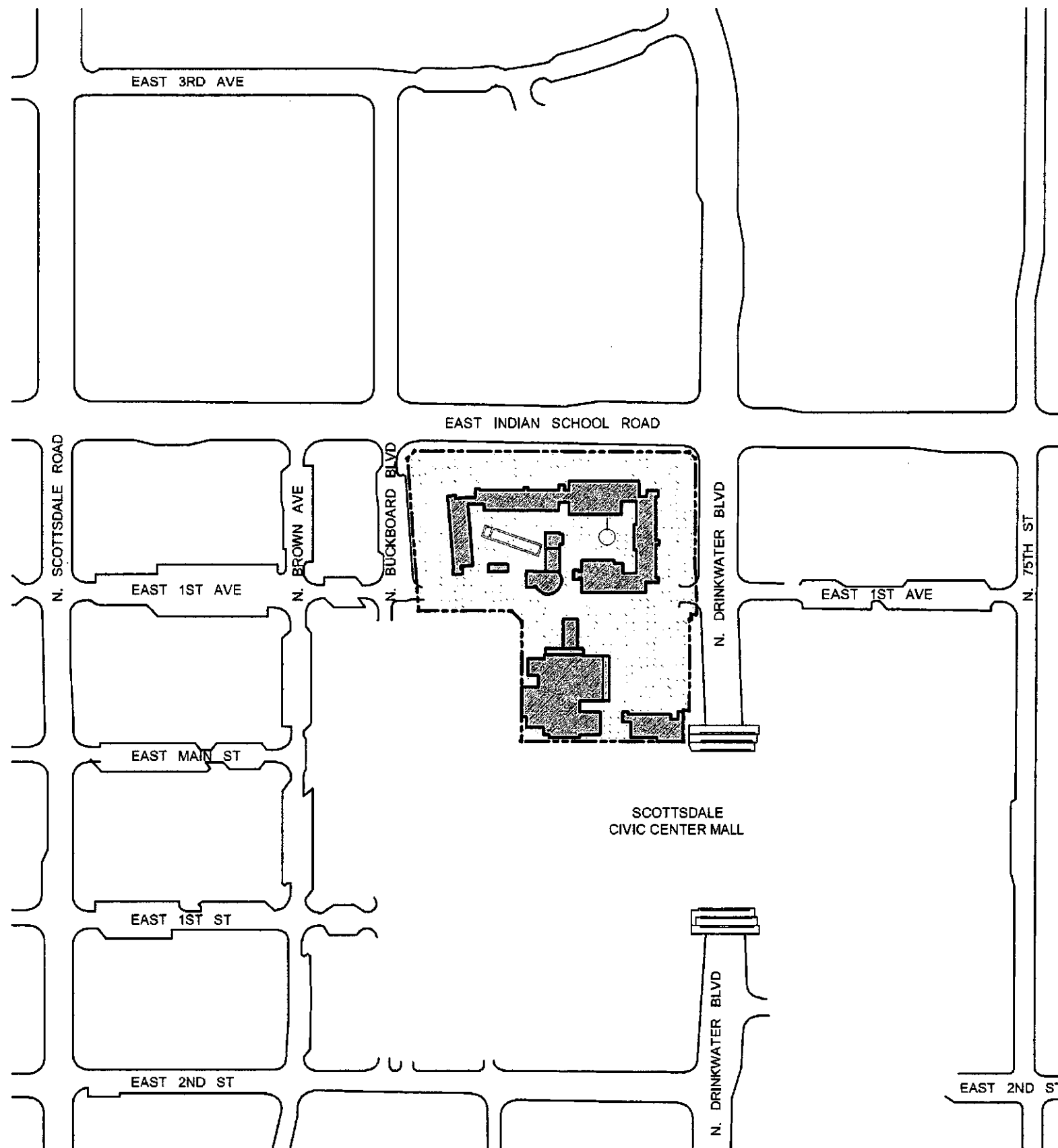




# THE DRINKWATER

7353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ

STAMBERG AFERIAT ARCHITECTURE



## LOCATION PLAN

SCALE: 1" = 250'-0"

JUNE 2, 2011



**THE DRINKWATER**  
7353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ

**STAMBERG AFERAT ARCHITECTURE**

## OWNER'S PARCEL

EXHIBIT A  
LOT A, SCOTTSDALE MALL, A SUBDIVISION RECORDED IN BOOK 170 OF MAPS,  
PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY IDENTIFIED AS PARCEL A AND  
PARCEL B AS FOLLOWS:

PARCEL "A"  
THAT PARCEL OF REAL PROPERTY CONVEYED TO THE CITY OF SCOTTSDALE IN  
INSTRUMENT RECORDED AUGUST 28, 1985 IN RECORDING NO. 85-407038 AND  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF  
THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4  
EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,  
ARIZONA;

THENCE NORTH 89 DEGREES 45 MINUTES 50 SECONDS WEST, 30.00 FEET  
ALONG THE NORTH SECTION LINE OF SAID SECTION 26;

THENCE SOUTH 00 DEGREES 07 MINUTES 52 SECONDS WEST, 85.00 FEET TO  
A POINT ON THE WEST RIGHT-OF-WAY OF CIVIC CENTER PLAZA, SAID  
POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 07 MINUTES 52 SECONDS WEST, 267.60 FEET  
ALONG SAID RIGHT-OF-WAY;

THENCE NORTH 02 DEGREES 24 MINUTES 17 SECONDS WEST, 70.51 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 47 SECONDS EAST, 200.41 FEET;

THENCE SOUTH 44 DEGREES 48 MINUTES 59 SECONDS EAST, 4.59 FEET TO  
THE TRUE POINT OF BEGINNING.

PARCEL "B"

THAT PARCEL OF REAL PROPERTY QUIT-CLAIMED TO THE CITY OF  
SCOTTSDALE IN INSTRUMENT RECORDED SEPTEMBER 9, 1985 IN RECORDING  
NO. 85-444862 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10 FEET OF THE NORTH 10.03 FEET OF THE SOUTH 255.09 FEET  
OF LOT A SCOTTSDALE MALL.

TOGETHER WITH THE EAST 14 FEET OF THE NORTH 182.59 FEET OF THE  
SOUTH 245.06 FEET OF LOT A SCOTTSDALE MALL.

TOGETHER WITH THE EAST 25 FEET OF THE SOUTH 62.47 FEET OF LOT A  
SCOTTSDALE MALL.

## NOTES

Schedule B of the policy or policies to be issued will contain exceptions to the following  
matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first  
appearing in the public records or attaching subsequent to the Effective Date but prior  
to the date the Proposed Insured acquires for value of record the estate or interest or  
mortgage thereon covered by this Commitment.

2. Taxes or assessments which are not shown as existing items by the records of any taxing  
authority that levies taxes or assessments on real property or by the public records,  
proceedings by a public agency which may result in taxes or assessments, or notices  
of such proceedings, whether or not shown by the records of such agency or by the  
public records.

3. Any rights, interests or claims, which are not shown by the public records but which  
could be ascertained by an inspection of the Land or which may be asserted by  
persons in possession thereof.

4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public  
records.

5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other  
matters which a correct survey would disclose and which are not shown by the public  
records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts  
authorizing the issuance thereof; (c) water rights, claims or title to water, whether or  
not the matters excepted under (a), (b) or (c) are shown in the public records.

7. Property taxes, including any personal property taxes and any assessments collected with  
taxes, for the second installment of 2010 Taxes.

8. Reservations, exceptions and provisions contained in the patent and in the acts  
authorizing the issuance thereof.

9. Water rights, claims or title to water, whether or not disclosed by the public records.

10. The liabilities and obligations imposed upon said Land by reason of: (a) inclusion thereof  
within the boundaries of the Salt River Project Agricultural Improvement and Power  
District; (b) membership of the owner thereof in the Salt River Valley Water Users'  
Association, an Arizona corporation and (c) the terms of any Water Right Application  
made under the reclamation laws of the United States for the purposes of obtaining  
water rights for said Land.

11. Easements, covenants, conditions and restrictions as set forth on the recorded plat of  
Scottsdale (East) recorded in Book 6 of Maps, Page 27.

12. Easements, covenants, conditions and restrictions as set forth on the recorded plat of  
said subdivision recorded in Book 170 of Maps, Page 2.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in  
a document:  
Purpose: underground public utilities  
Recording Date: November 18, 1974  
Recording No: Docket 10917, Page 141  
Title No: CT021971

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in  
a document:  
Purpose: underground public utilities  
Recording Date: November 18, 1974  
Recording No: Docket 10917, Page 143

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in  
a document:  
Purpose: a public pedestrian way and public utility lines or pipes  
Recording Date: November 18, 1974  
Recording No: Docket 10917, Page 145

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in  
a document:  
Purpose: public utility  
Recording Date: February 25, 1975  
Recording No: Docket 11046, Page 772

17. Any rights of the parties in possession of a portion of, or all of, said Land, which rights  
are not disclosed by the public records. The Company will require, for review, a full and  
complete copy of any unrecorded agreement, contract, license and/or lease, together  
with all supplements, assignments and amendments thereto, before issuing any policy of  
title insurance without excepting this item from coverage. The Company reserves the  
right to except additional items and/or make additional requirements after reviewing  
said documents.

18. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land  
Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the  
parties in possession thereof.

19. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST, GILA AND SALT RIVER  
MERIDIAN, MARICOPA COUNTY ARIZONA ACCORDING TO SCOTTSDALE MALL AS RECORDED  
IN BOOK 170 OF MAPS, PAGE 2 IN THE RECORDS OF THE MARICOPA COUNTY  
RECORDERS' OFFICE, BEARING BEING S 89°45'50" E.

20. TOTAL AREA OF BOUNDARY SURVEYED = 267,659 ± SQ. FT.

21. THE LOCATION OF UTILITIES, PARKING AND CULTURE INTERNAL TO THE PROPERTY  
SURVEYED WERE NOT A PART OF THIS SURVEY AND WERE NOT LOCATED.

22. PROPERTY ADDRESS: 7353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ 85251

NOT SURVEY RELATED

NOT SURVEY RELATED

NOT SURVEY RELATED

NOT SURVEY RELATED

NOT SURVEY RELATED

NOT SURVEY RELATED

NOT SURVEY RELATED

NOT SURVEY RELATED

NO RELEVANT EASEMENTS  
SHOWN ON PLAT

SHOWN

SHOWN

SHOWN

SHOWN

SHOWN

NOT SURVEY RELATED

SHOWN

## PARKING AND SETBACK REQUIREMENTS

Per Daniel Symer, Senior Planner City of Scottsdale, Arizona:

Travel accommodations:

A. One and one-quarter (1.25) parking spaces for each one (1) guest room or  
dwelling unit.

B. Travel accommodations with auxiliary commercial uses (free standing buildings)  
requirements. (Does not apply)

C. One (1) parking space for every five (5) seats, if seats are fixed, and/or

D. One (1) parking space for fifty (50) square feet of gross floor area of  
conference/meeting area.

The hotel predates this requirement.

There is a variance on the site that appears to have approved a waiver 12 parking  
spaces.

In accordance with the Downtown Overlay:

Section 6.104.H.2. Parking required. The amount of parking required shall be:

a. If there is no change of parking intensity.

i. If there is no change of parking intensity of the land use on any lot that has a  
legal land use existing as of July 31, 2003, no additional parking shall be required.

Therefore if the site does not provide the number of parking spaces indicated above  
(Travel accommodations), then the required parking is the total number that is  
on-site.

Regarding the setbacks, the property is zoning Central Business District Downtown  
Overlay (C-2 DO)

The setback provision of the Downtown Overlay (Attached) supercedes the  
requirements of the C-2 district. Therefore the setbacks are:

2. Minimum front building setback 16 feet from planned curb, except as provided in  
Sections 6.1207.C.2 and 6.1207.C.3.

3. Minimum interior side building setback None.

4. Minimum corner side building setback 16 feet from planned curb

5. Minimum rear setback Minimum of 50 feet when adjacent to single-family  
residential districts, and minimum of 25 feet when adjacent to multi-family  
residential districts. No minimum in all other instances except as required for  
off-street loading and trash storage.

6.1207.C.2 Where existing setbacks on forty (40) percent or more of a block face  
are less than the specified setback, the required setback on a site to be developed  
shall be the average setback of the developed portion of the block face. Section  
7.201 (adjustment of front yard requirements) shall not apply.

6.1207.C.3 Buildings fronting on Camelback Road, Indian School Road, and on  
Scottsdale Road north from Camelback Road and south from Osborn Road to the  
Downtown Overlay district boundary, shall be setback forty (40) feet from the  
planned curb line. Buildings fronting on Drinkwater Boulevard and Goldwater Boulevard  
shall be setback thirty (30) feet from the planned curb line. The regulations of  
section 5.3062 shall also apply to these front setbacks.

Therefore, the setback requirements are:

Drinkwater Boulevard shall be setback thirty (30) feet

Indian School Road shall be setback forty (40) feet

Buckboard Trail shall be sixteen (16) feet

All other property lines are considered interior and/or rear property lines that do  
not have a required setback since they are not adjacent to a single family or  
multi-family zoning district.

## SURVEYOR'S CERTIFICATE

December 2, 2010

This survey is made for the benefit of:

Chicago Title Insurance Company and Greenwich 2006-FL4 Scottsdale Hotel, L.L.C., a Delaware  
Limited Liability Company, and AG/KRG Scottsdale Hotel Owner, L.L.C., a Delaware Limited Liability  
Company, and their respective successors and assigns

I, James L. Dean, Professional Land Surveyor do hereby certify to the aforesaid parties, as of the  
date set forth above the following:

1. That I have made a careful survey of a tract of land legally described herein.

2. That I am a duly registered land surveyor of the State of Arizona.

3. That this map or plat and the survey on which it is based were made in accordance with (i)  
the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly  
established and adopted by ALTA and NSPS in 2005, and includes items 1, 2, 3, 4, 6,  
7(a)(b)(c), 8, 9, 10, 11(a), 13 and 17 of Table A thereof; (ii) the Accuracy Standards (as  
adopted by ALTA, ACSM and NSPS and in effect on the date of this certification) for  
ALTA/ACSM Land Title Surveys (as defined therein); (iii) the existing code of practice for land  
surveys adopted by an applicable professional surveyor's associations and land title associations  
in the state in which the real property is located; and (iv) all applicable laws of the state in  
which the real property is located. Pursuant to the Accuracy Standards as adopted by ALTA  
and NSPS and in effect on the date of this certification, undersigned further certifies that in  
my professional opinion, as a land surveyor registered in the State of Arizona, the Relative  
Positional Accuracy of this survey does not exceed that which is specified therein.

4. This survey was prepared under the direct supervision and control of the undersigned from an  
actual survey made of the real property legally described herein and there are no  
encroachments onto adjoining premises, streets or ditches by any of said buildings, structures or  
other improvements, and no encroachments onto said premises by buildings, structures or other  
improvements situated on adjoining premises.

5. The accompanying survey was made (i) on the ground and correctly shows the location of all  
buildings, structures and other improvements situated on the above premises, and (ii) in  
accordance with the laws and/or Minimum Standards of the State of Arizona; there are no  
visible encroachments on the subject property or upon adjacent land abutting said property,  
except as shown.

6. The property described hereon is the same as the property described in Commitment for  
Title Insurance issued by Chicago Title Insurance Company Commitment No. CT021971 with an  
effective date of October 12, 2010; all easements, covenants and restrictions referenced in said  
title commitment or apparent from a physical inspection of the site or otherwise known to me  
have been plotted hereon or otherwise noted as to their effect on the subject property.

7. Said described property is located outside a "Zoned Area" by the Federal Emergency  
Management Agency (FEMA), on Flood Insurance Rate Map No. 04013C2180F, with a date of  
identification of September 30, 2005 for Community No. 045012, in Maricopa County, State of  
Arizona, which is the current Flood Insurance Rate map for the community in which said  
premises is situated.

8. The Property has direct access to Drinkwater Boulevard, a dedicated public street or highway  
maintained by City of Scottsdale.

9. The total number of striped parking spaces on the subject property is 208, including 8  
designated handicap spaces.

10. The subject property does not service any adjoining property for drainage, access, ingress,  
egress or any other purpose.

11. The land as described on the survey, does not constitute an illegal subdivision of land under  
local, county or city ordinances.

12. The location of the improvements on the subject property does not constitute a violation of  
any zoning or set-back requirements.

13. The record description of the subject property forms a mathematically closed figure.

14. Proper field procedures, instrumentation and adequate survey personnel were employed in order  
to achieve results comparable to those outlined in the "Minimum Angle, Distance and Closure  
Requirements for Survey Measurements Which Control Boundaries for ALTA/ACSM Land Title  
Surveys."

James L. Dean  
R.L.S. No. 14145

## SURVEYOR'S CERTIFICATE

I hereby certify to: Chicago Title Insurance Company and  
Greenwich 2006-FL4 Scottsdale Hotel, L.L.C., a Delaware Limited  
Liability Company, and AG/KRG Scottsdale Hotel Owner, L.L.C., a  
Delaware Limited Liability Company, and their respective successors  
and assigns:

This is to certify that this map or plat and the survey on which it  
is based were made in accordance with the "Minimum Standard  
Detail Requirements for ALTA/ACSM Land Title Surveys," jointly  
established and adopted by ALTA, ACSM and NSPS in 2005, and  
includes items 1, 2, 3, 4, 6, 7(a)(b)(c), 8, 9, 10, 11(a), 13 and  
17 of Table A thereof. Pursuant to the Accuracy Standards as  
adopted by ALTA, NSPS and ACSM and in effect on the date of  
this certification, undersigned further that proper field procedures,  
instrumentation, and adequate survey personnel were employed in  
order to achieve result comparable to those outlined in the  
"Minimum Angle, Distance, and Closure Requirements for Survey  
Measurements which Control Boundaries for ALTA/ACSM Land  
Title Surveys."

James L. Dean  
R.L.S. No. 14145

EEC 10039

REV.	DATE	DESCRIPTION
1	12/02/10	1. That I have made a careful survey of a tract of land legally described herein.
2	12/02/10	2. That I am a duly registered land surveyor of the State of Arizona.
3	12/02/10	3. That this map or plat and the survey on which it is based were made in accordance with (i) the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes items 1, 2, 3, 4, 6, 7(a)(b)(c), 8, 9, 10, 11(a), 13 and 17 of Table A thereof; (ii) the Accuracy Standards (as adopted by ALTA, ACSM and NSPS and in effect on the date of this certification) for ALTA/ACSM Land Title Surveys (as defined therein); (iii) the existing code of practice for land surveys adopted by an applicable professional surveyor's associations and land title associations in the state in which the real property is located; and (iv) all applicable laws of the state in which the real property is located. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Arizona, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.
4	12/02/10	4. This survey was prepared under the direct supervision and control of the undersigned from an actual survey made of the real property legally described herein and there are no encroachments onto adjoining premises, streets or ditches by any of said buildings, structures or other improvements, and no encroachments onto said premises by buildings, structures or other improvements situated on adjoining premises.
5	12/02/10	5. The accompanying survey was made (i) on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises, and (ii) in accordance with the laws and/or Minimum Standards of the State of Arizona; there are no visible encroachments on the subject property or upon adjacent land abutting said property, except as shown.
6	12/02/10	6. The property described hereon is the same as the property described in Commitment for Title Insurance issued by Chicago Title Insurance Company Commitment No. CT021971 with an effective date of October 12, 2010; all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
7	12/02/10	7. Said described property is located outside a "Zoned Area" by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 04013C2180F, with a date of identification of September 30, 2005 for Community No. 045012, in Maricopa County, State of Arizona, which is the current Flood Insurance Rate map for the community in which said premises is situated.
8	12/02/10	8. The Property has direct access to Drinkwater Boulevard, a dedicated public street or highway maintained by City of Scottsdale.
9	12/02/10	9. The total number of striped parking spaces on the subject property is 208, including 8 designated handicap spaces.
10	12/02/10	10. The subject property does not service any adjoining property for drainage, access, ingress, egress or any other purpose.
11	12/02/10	11. The land as described on the survey, does not constitute an illegal subdivision of land under local, county or city ordinances.
12	12/02/10	12. The location of the improvements on the subject property does not constitute a violation of any zoning or set-back requirements.
13	12/02/10	13. The record description of the subject property forms a mathematically closed figure.
14	12/02/10	14. Proper field procedures, instrumentation and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance and Closure Requirements for Survey Measurements Which Control Boundaries for ALTA/ACSM Land Title Surveys."

BOOK 170 PAGE 2

A PORTION OF SECTION 26,  
T-2-N, R-4-E, G & S.R.M.  
MARICOPA COUNTY, ARIZONA

SHEET TITLE  
ALTA/ACSM LAND TITLE SURVEY

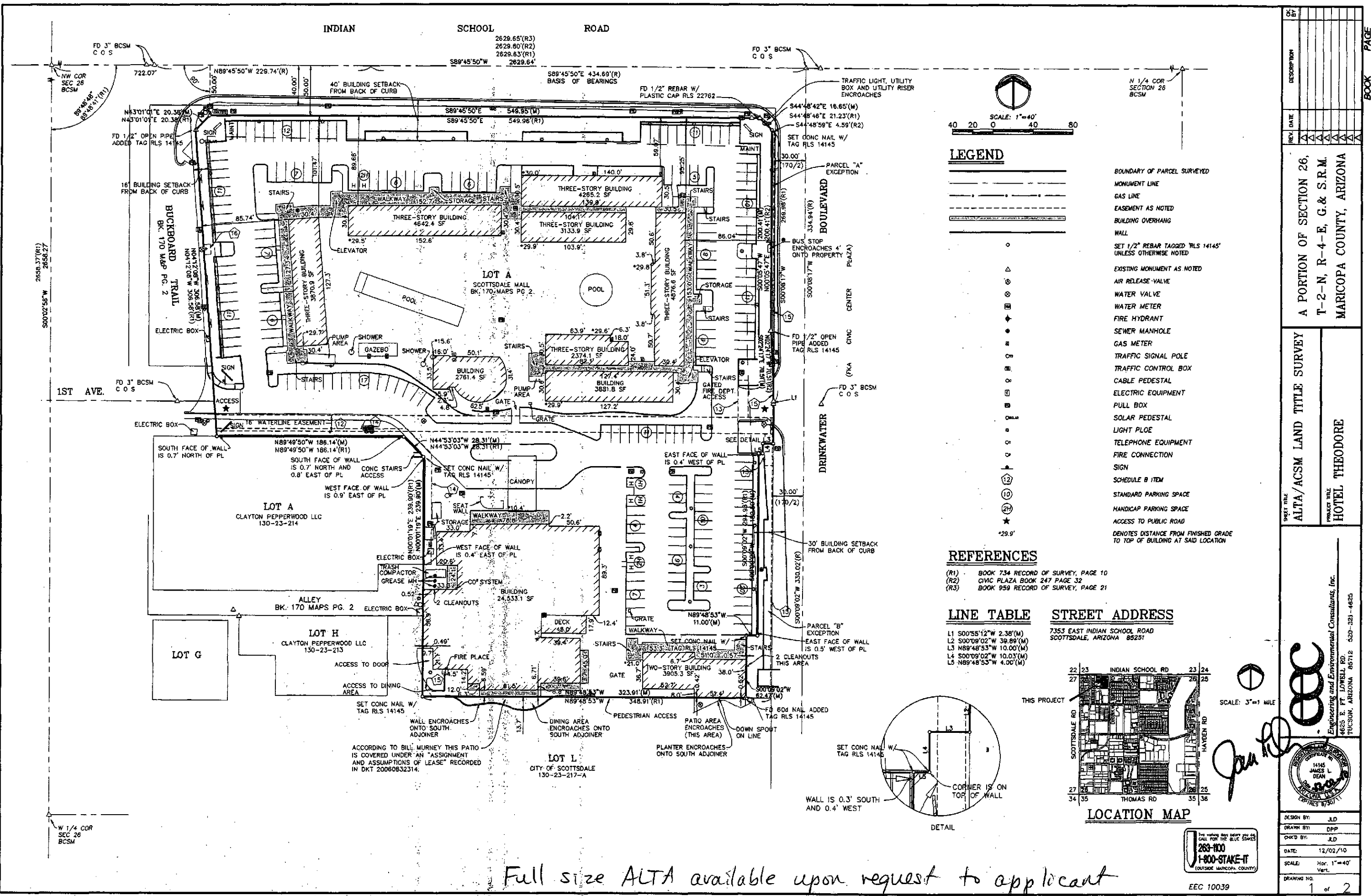
PROJECT TITLE  
HOTEL THEODORE

14145  
JAMES L. DEAN  
PROFESSIONAL LAND SURVEYOR  
EXPIRES 6/30/11

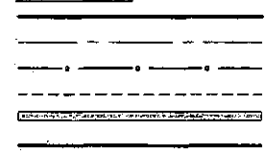
DESIGN BY: JLD  
DRAWN BY: DPP  
CHECKED BY: JLD  
DATE: 12/02/10  
SCALE: Hor.  
Vert.  
DRAWING NO. 2 of 2

Engineering and Environmental Consultants, Inc.  
4625 E. FT. LOWELL RD.  
TUCSON, ARIZONA 85712 520-391-4625

0:\10039\Survey\10039.dwg Plotted: Dec 02, 2010 - 11:53am bbar



LEGEND



- BOUNDARY OF PARCEL SURVEYED
- MONUMENT LINE
- GAS LINE
- EASEMENT AS NOTED
- BUILDING OVERHANG
- WALL
- SET 1/2" REBAR TAGGED "RLS 14145" UNLESS OTHERWISE NOTED
- EXISTING MONUMENT AS NOTED
- AIR RELEASE VALVE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SEWER MANHOLE
- GAS METER
- TRAFFIC SIGNAL POLE
- TRAFFIC CONTROL BOX
- CABLE PEDESTAL
- ELECTRIC EQUIPMENT
- PULL BOX
- SOLAR PEDESTAL
- LIGHT POLE
- TELEPHONE EQUIPMENT
- FIRE CONNECTION
- SIGN
- SCHEDULE B ITEM
- STANDARD PARKING SPACE
- HANDICAP PARKING SPACE
- ACCESS TO PUBLIC ROAD
- DENOTES DISTANCE FROM FINISHED GRADE TO TOP OF BUILDING AT SAID LOCATION

REFERENCES

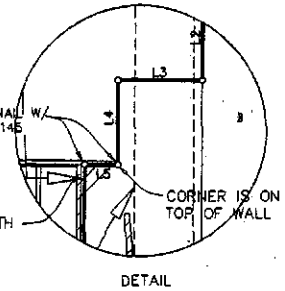
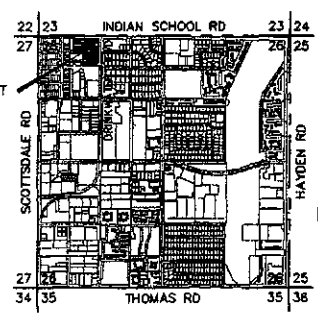
- (R1) BOOK 734 RECORD OF SURVEY, PAGE 10
- (R2) CIVIC PLAZA BOOK 247 PAGE 32
- (R3) BOOK 959 RECORD OF SURVEY, PAGE 21

LINE TABLE

- L1 S00°55'12"W 2.38'(M)
- L2 S00°09'02"W 38.86'(M)
- L3 N89°48'53"W 10.00'(M)
- L4 S00°09'02"W 10.03'(M)
- L5 N89°48'53"W 4.00'(M)

STREET ADDRESS

7353 EAST INDIAN SCHOOL ROAD  
SCOTTSDALE, ARIZONA 85251



Full size ALTA available upon request to applicant

BOOK	PAGE
A PORTION OF SECTION 26, T-2-N, R-4-E, G & S.R.M. MARICOPA COUNTY, ARIZONA	
ALTA/ACSM LAND TITLE SURVEY	
HOTEL THEODORE	
Engineering and Environmental Consultants, Inc. 1415 E. 1ST AVE. SUITE 100 TUCSON, ARIZONA 85712 520-321-4825	
DESIGN BY:	JLD
DRAWN BY:	DPP
CHECKED BY:	JLD
DATE:	12/02/10
SCALE:	Hor. 1"=40' Vert.
DRAWING NO.	1 of 2



SCARLET  
HEDGE  
NETTLE



DESERT  
MARIPOSA LILY



CALIFORNIA  
POPPY



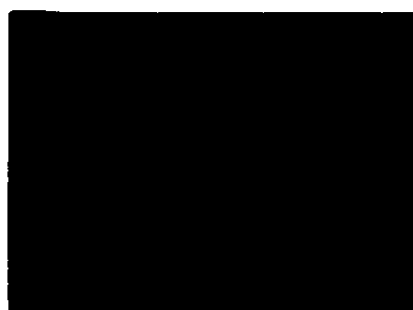
CALIFORNIA  
POPPY



COMMON  
SUNFLOWER



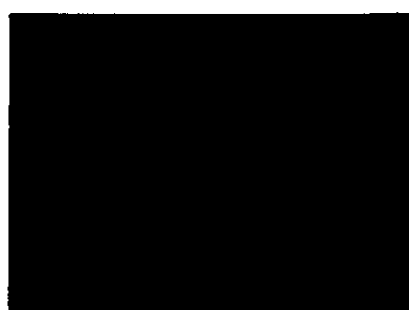
STAGHORN  
CHOLLA



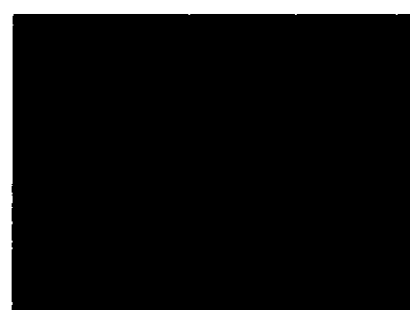
1  
BM 2000-10  
RED



2  
BM 2014-20  
RUMBA  
ORANGE



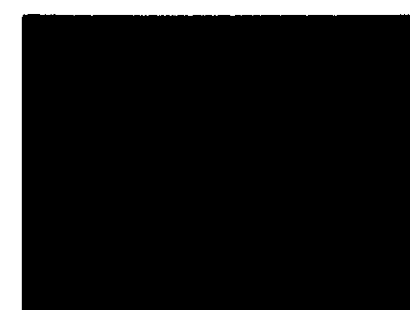
3  
BM 2016-30  
CARROT STICK



4  
BM 2018-30  
CITRUS BLAST



5  
BM 2022-20  
SUN KISSED  
YELLOW



6  
BM 2025-30  
NEW LIME

INDIGENOUS  
ARIZONA FLOWERS  
PAINT COLORS 1-6  
APRIL 21, 2011

THE DRINKWATER  
7353 EAST INDIAN ROAD. SCOTTSDALE, AZ 852

STAMBERG AFERAT ARCHITECTURE



LANTANA  
CAMARA



TALL  
MOUNTAIN  
LARKSPUR



LEWIS FLAX



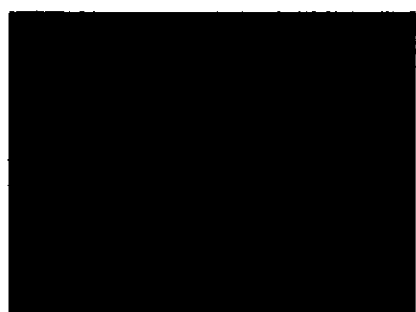
DESERT  
RUELLIA



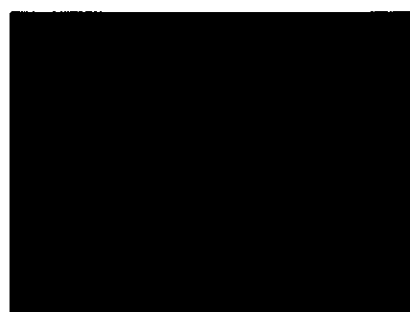
RED DESERT  
GLOBEMALLOW



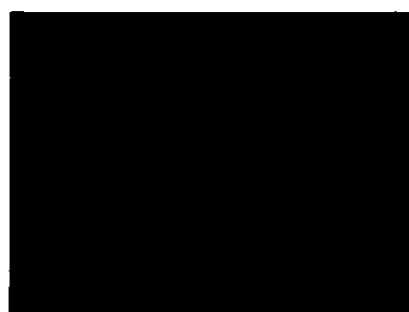
PARRY'S  
PENSTEMON



7  
BM 2024-20  
EVE GREEN



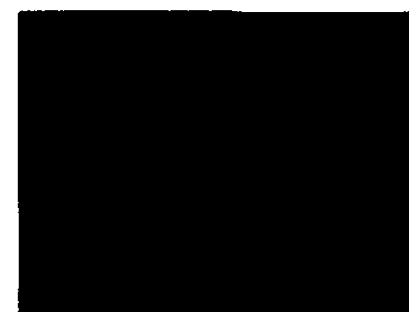
8  
PL 1143  
GLOXINIA



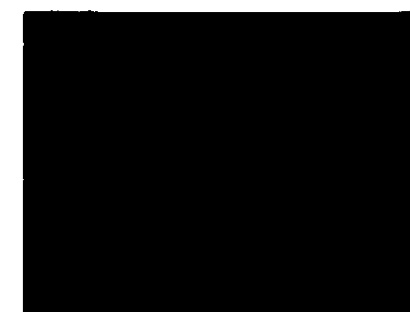
9  
PL 1142  
ANCHUSA



10  
BM 1388  
CHARMED  
VIOLET



11  
BM 2077-30  
HOT LIPS



12  
BM 2086-40  
DEEP  
CARNATION

INDIGENOUS  
ARIZONA FLOWERS  
PAINT COLORS 7-12  
APRIL 21, 2011

THE DRINKWATER  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 852

STAMBERG AFERIAT ARCHITECTURE

BLDG 5

BLDG 4

BLDG 3

EAST INDIAN SCHOOL ROAD

N. BUCKBOARD TRAIL

N. DRINKWATER BLVD



BLDG 2

BLDG 1

PROPOSED PAINT COLORS

TYPICAL FLOOR PLAN BUILDINGS 1-6

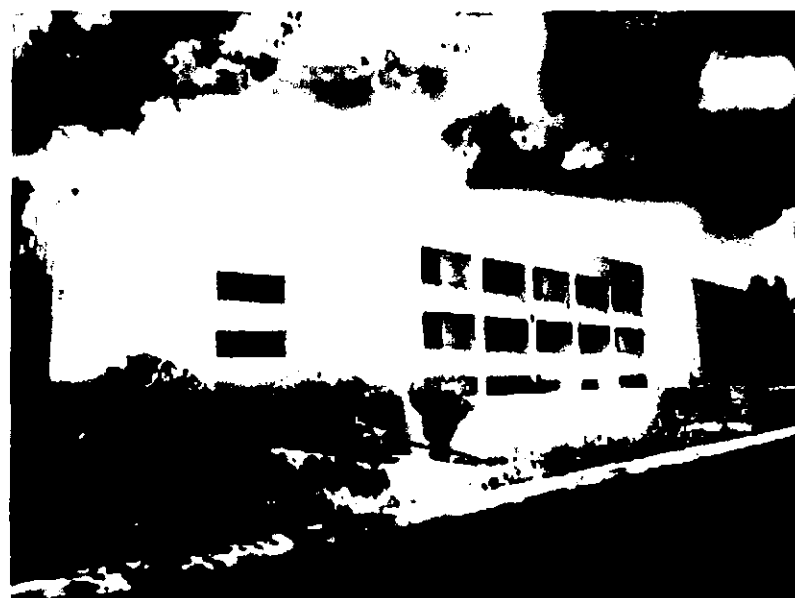
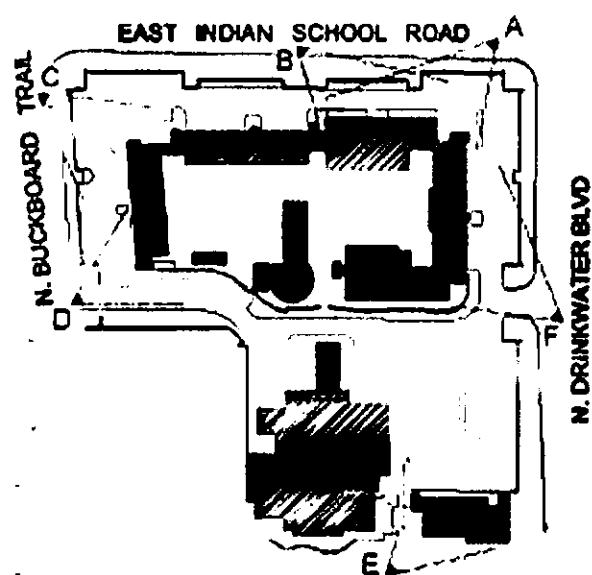
APRIL 21, 2011

THE DRINKWATER

7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 85251

STAMBERG AFERIAT ARCHITECTURE

BLDG 6

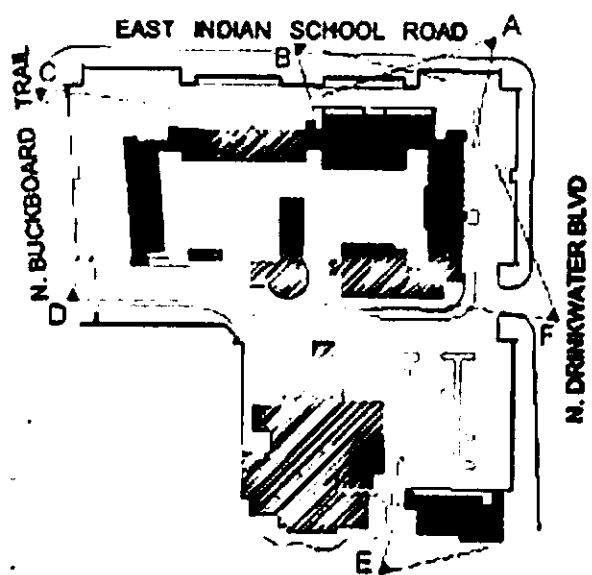
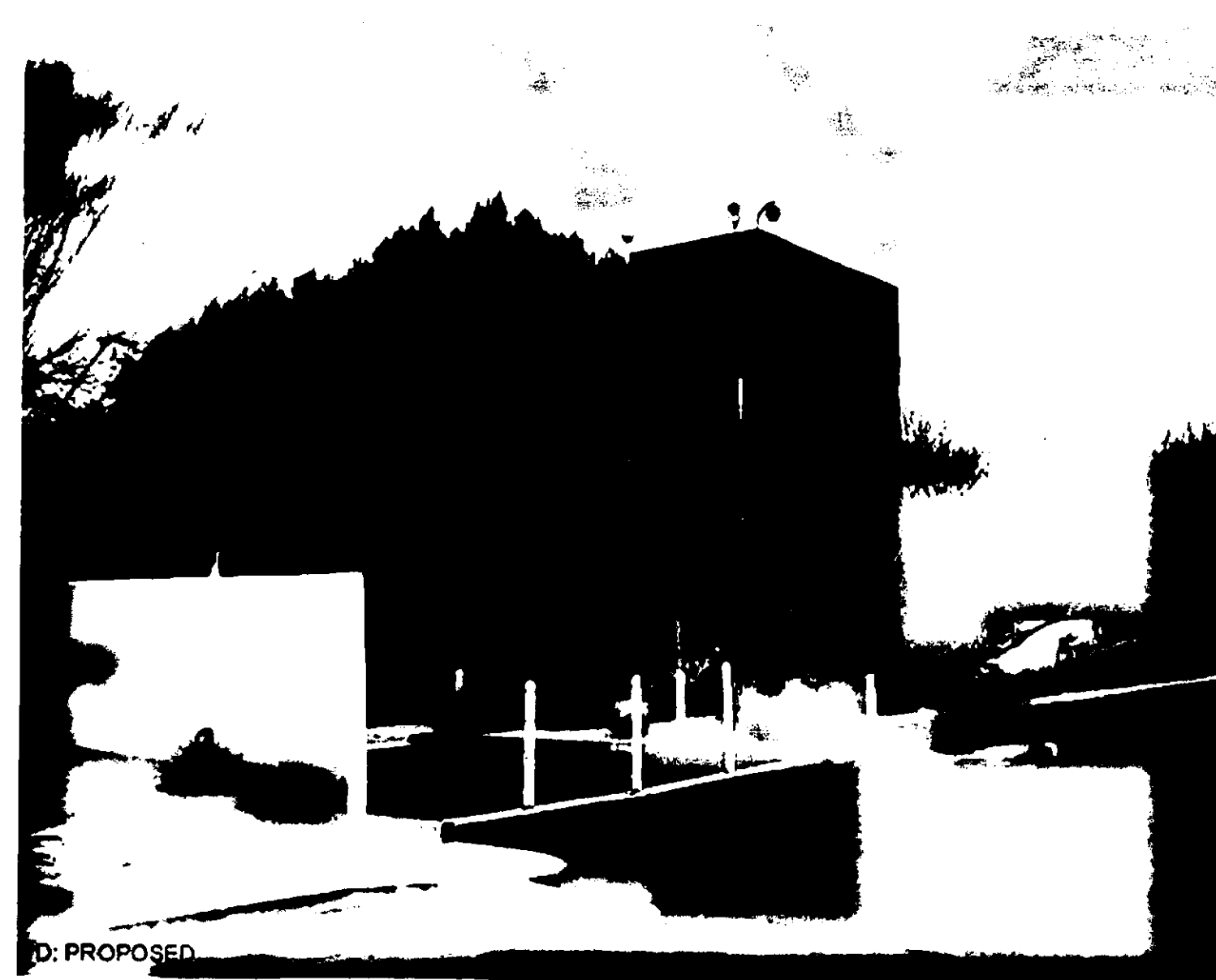


PROPOSED PAINT COLORS  
STREET ELEVATION RENDERINGS  
APRIL 21, 2011

**THE DRINKWATER**  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 85251

STAMBERG AFERIAT ARCHITECTURE

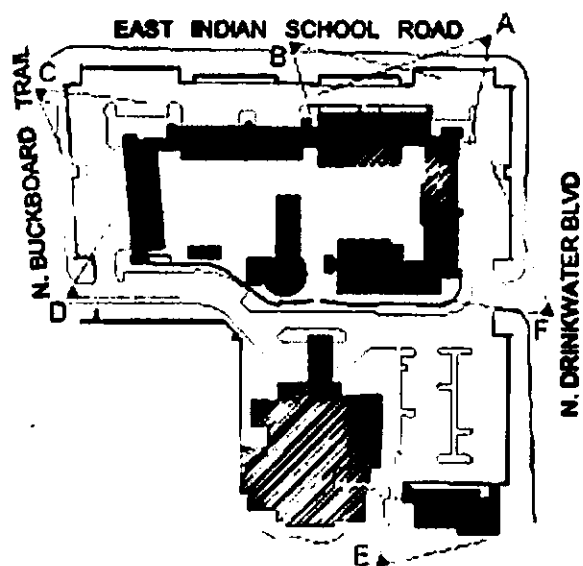




PROPOSED PAINT COLORS  
STREET ELEVATION RENDERINGS  
APRIL 21, 2011

**THE DRINKWATER**  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 85226

STAMBERG AFERIAT ARCHITECTURE



**PROPOSED PAINT COLORS**  
STREET ELEVATION RENDERINGS  
APRIL 21, 2011

**THE DRINKWATER**  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 85251

**STAMBERG AFERIAT ARCHITECTURE**

EAST INDIAN SCHOOL ROAD

N. BUCKBOARD TRAIL

N. DRINKWATER BLVD

PROPOSED  
RESTORATION OF  
DRINKWATER BLVD  
ENTRANCE

CURRENT BUCKBOARD  
**ENTRY + EXIT**  
TO REMAIN

PROPOSED  
RESTORED ENTRY  
N. DRINKWATER BLVD.  
JUNE 1, 2011

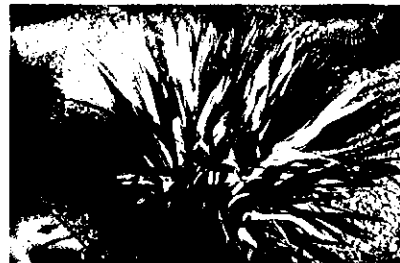


**THE DRINKWATER**  
7353 EAST INDIAN ROAD. SCOTTSDALE, AZ 85251

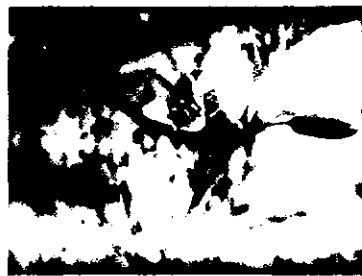
**STAMBERG AFERIAT ARCHITECTURE**



*Yucca rupicola*  
Twisted Yucca



*Lophocereus schottii*  
Totem Pole



*Hesperaloe funifera*  
Giant Hesperaloe



*Mammillaria* sp.  
Pin Cushion



*Opuntia Santa Rita*  
Purple Prickly Pear



*Lantana* Sp.  
Radiation



*Cephalocereus senilis*  
Old Man Cactus



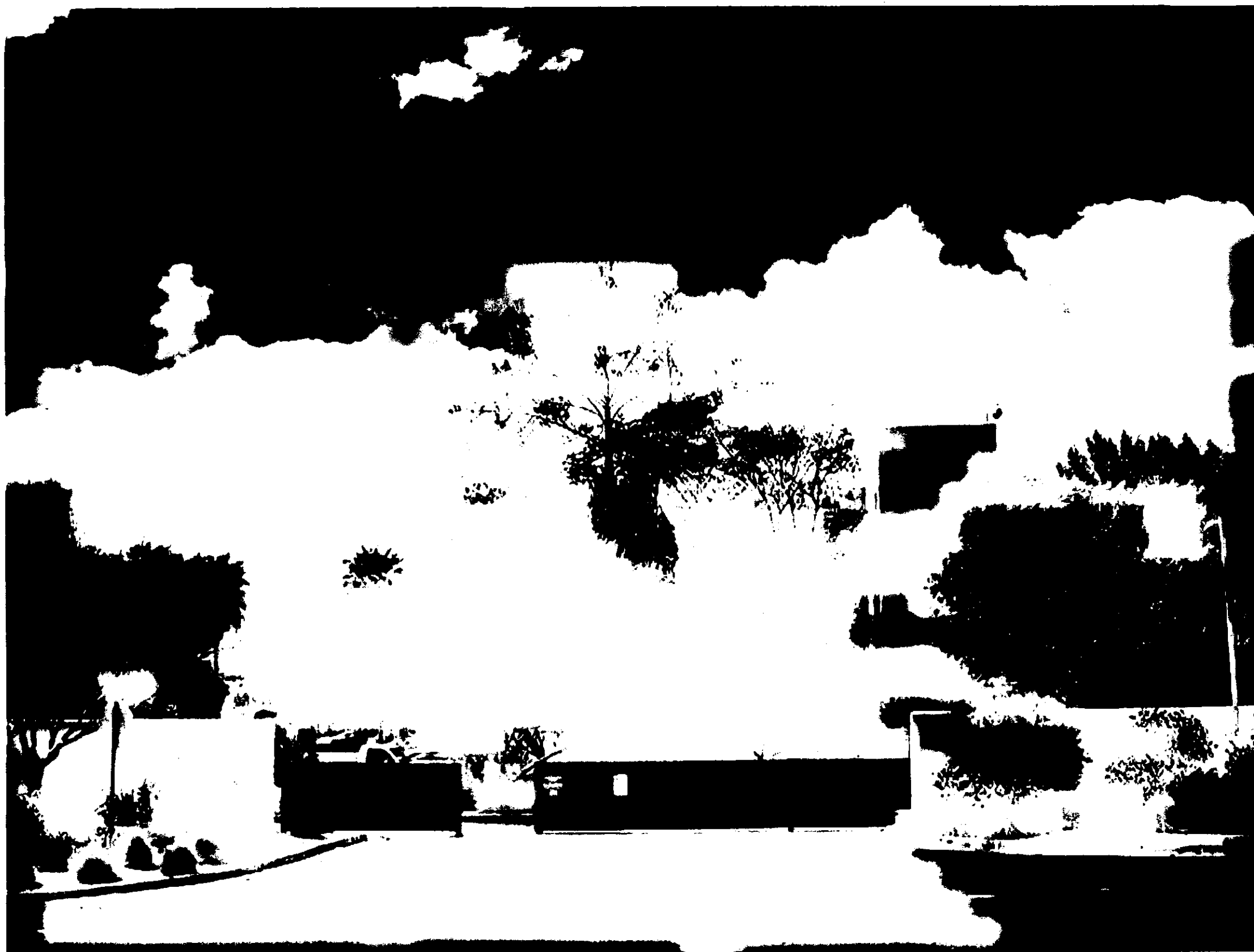
*Pachycereus marginatus*  
Mexican Fence Post



*Parkinsonia praecox*  
Palo Brea



**Drinkwater Hotel**  
Renovated Entry  
Proposed Plant Palette



EXISTING VIEW - DRINKWATER BLVD

PROPOSED  
RESTORED ENTRY  
N. DRINKWATER BLVD.  
APRIL 22, 2011

**THE DRINKWATER**  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 85251

STAMBERG AFERAT ARCHITECTURE



GATE REMOVED - DRINKWATER BLVD.

PROPOSED  
RESTORED ENTRY  
N. DRINKWATER BLVD.  
APRIL 22, 2011

THE DRINKWATER  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 85255

STAMBERG AFERIAT ARCHITECTURE



PORTION OF SITE WALL REMOVED - DRINKWATER BLVD.

PROPOSED  
RESTORED ENTRY  
N. DRINKWATER BLVD.  
APRIL 22, 2011

THE DRINKWATER  
7353 EAST INDIAN ROAD. SCOTTSDALE, AZ 85253

STAMBERG AFERIAT ARCHITECTURE



FRONT ENTRANCE AT DRINKWATER - FINAL PROPOSED

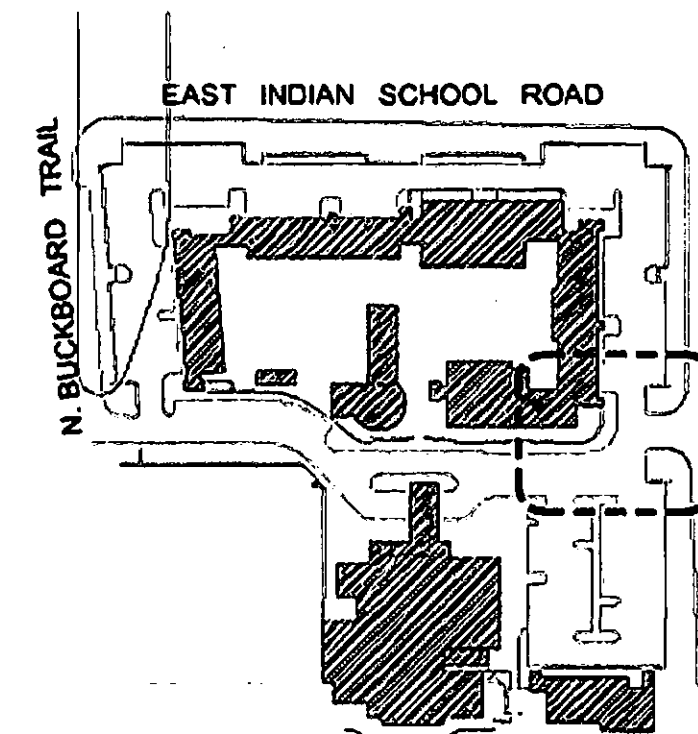
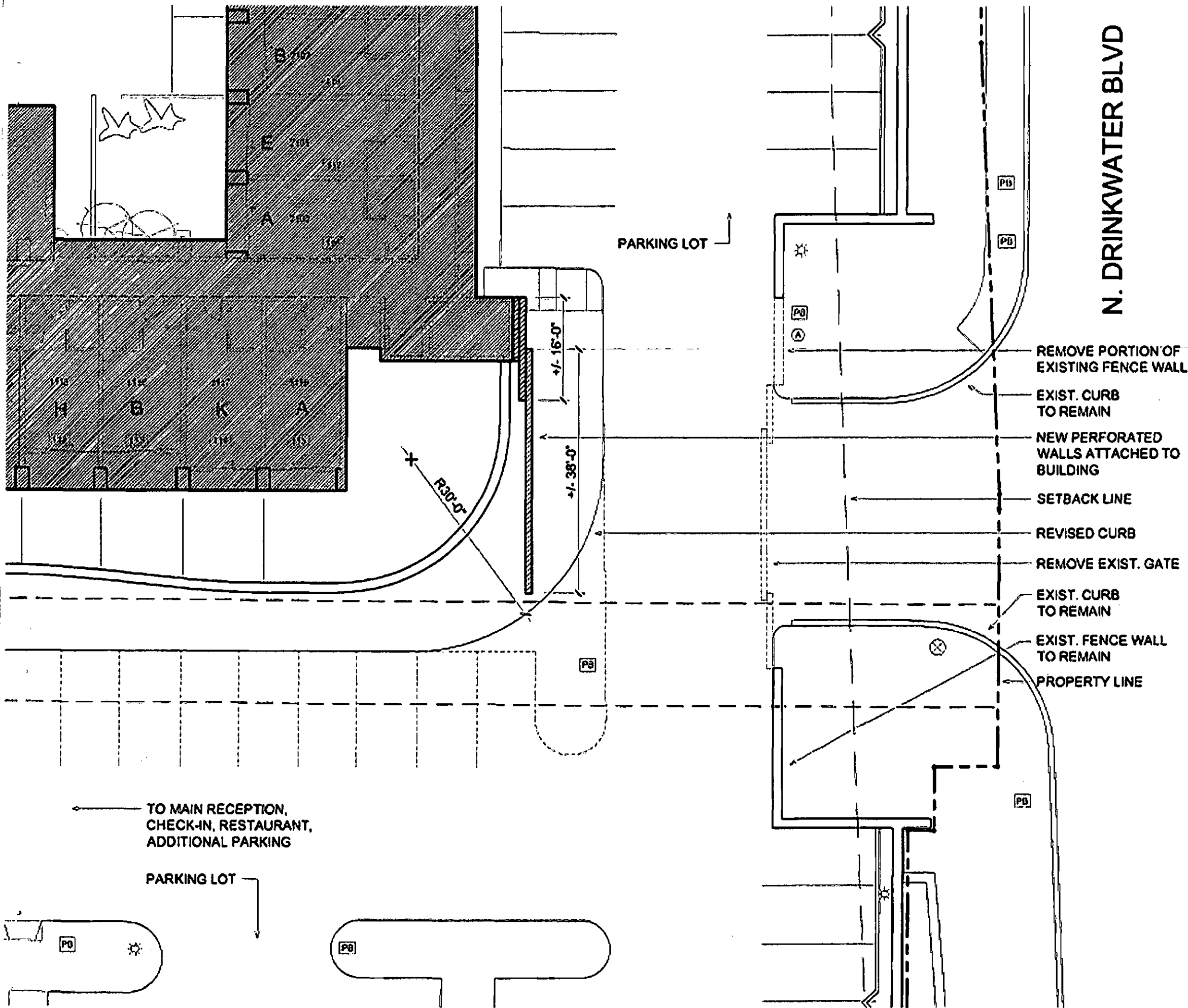
PROPOSED  
RESTORED ENTRY  
N. DRINKWATER BLVD.  
JUNE 1, 2011



**THE DRINKWATER**  
7353 EAST INDIAN ROAD. SCOTTSDALE, AZ 85251

STAMBERG AFERAT ARCHITECTURE



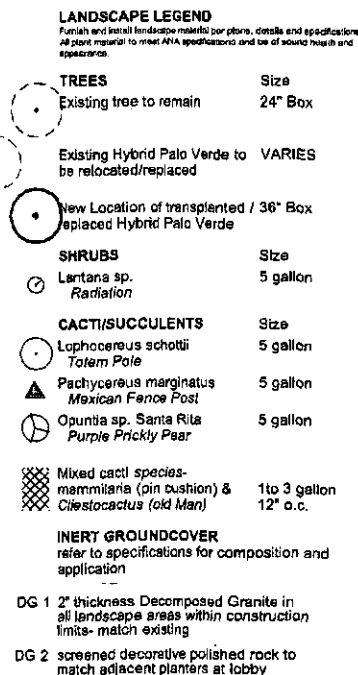


**2 PLOT PLAN**  
NOT TO SCALE

**1 PLAN AT NEW ENTRY**  
SCALE: 1/16" = 1'-0"

**PROPOSED  
RESTORED ENTRY**  
N. DRINKWATER BLVD.  
APRIL 21, 2011

**THE DRINKWATER**  
7353 EAST INDIAN ROAD, SCOTTSDALE, AZ 852  
**STAMBERG AFERAT ARCHITECTUR**



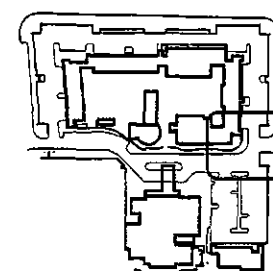
New landscaping, including salvaged plant material, and landscaping indicated to remain, which is destroyed, damaged, or expires during construction shall be replaced with like size, kind, and quantity prior to the issuance of the Certificate of Occupancy / Letter of Acceptance to the satisfaction of the Inspection Services Staff.

All underground conduits are to be located before digging. If doubt exists, call Blue Stake at (602) 263-1100.

Test drainage of plant beds and pits by filling with de water. Conditions permitting the retention of water e. in locations for more than twenty-four (24) hours shall be brought to the attention of the LA prior to any planting.

Contractor is responsible for providing sleeves to all landscape areas regardless whether they are shown on plans or not refer to sleeving schedule for size and quantity. If doubt or discrepancy exists request clarification from LA in writing.

chris winters & associates + Arc Studios  
820 N 3rd Street  
Phoenix, Arizona 85004  
t 602.955.8088 f 602.253.3606



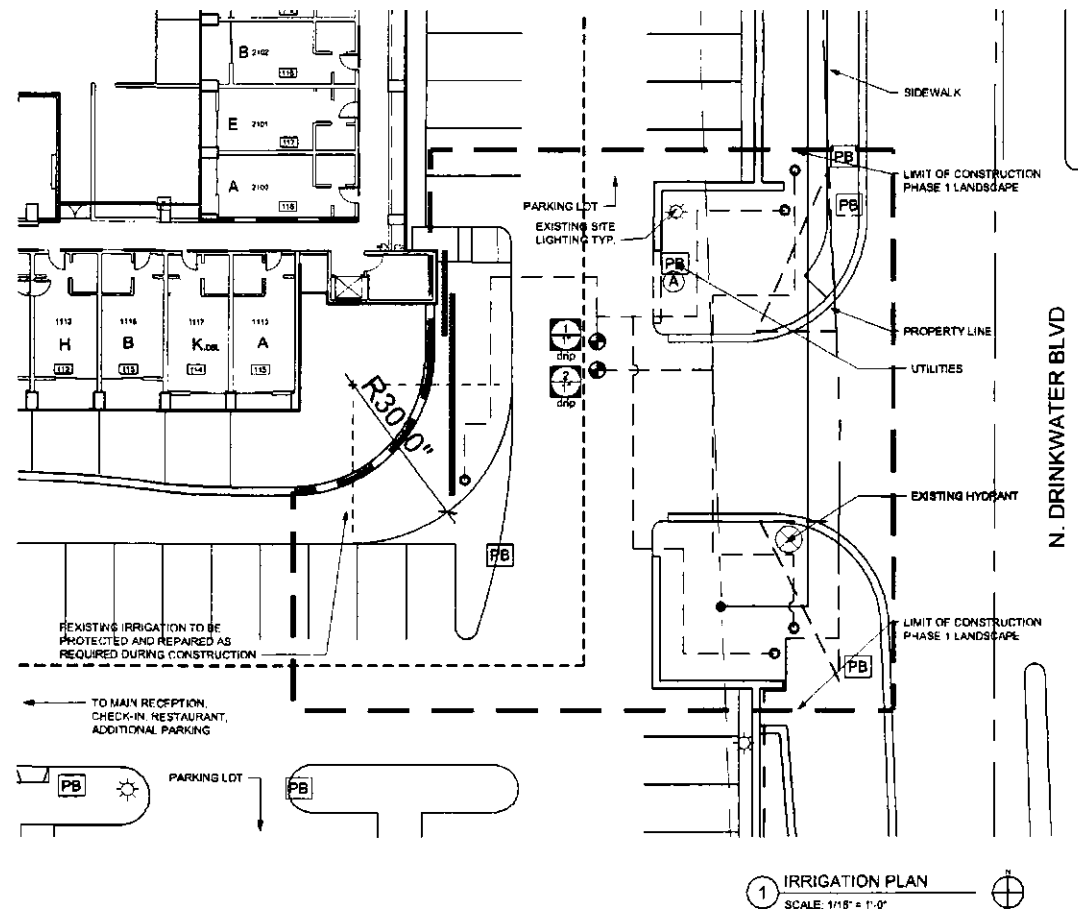
DATE	DESCRIPTION	REVISION

**THE DRINKWATER**  
7353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ 85251

PROPOSED RESTORED  
ENTRY N. DRINKWATER BLVD.

Job No.	Date	Scale	Drawing No.
1101	05.26.11	1/16" = 1'-0"	
Drawn	Checked	Approved	LA-01
CW	CW		

**Stamberg Aferiat Architecture**  
126 Fifth Avenue, NY NY 10011



#### IRRIGATION LEGEND

- Existing landscape water meter - refer to civil plans
- Existing Reduce Pressure Backflow Preventer
- Existing Irrigation Controller

--- Existing MainLine - Sch. 40 PVC 1-1/4"

Electrical Remote Control Valve, Filter, and Pressure regulator Assembly - Valve - Imtrol 700 Series, 700-1 Filter - RainBird RBY-100-150MX, Pressure regulator Senniger PMR-30-LF

--- Irrigation Sleeve - Sch. 40 PVC - 4"

Shrub Line - Sch. 40 PVD - 3/4" with Single-port Emitters - Install Rain Bird XBT-10 and XBT-20 - Refer to Emitter Chart

Tree Line - Sch. 40 PVC - 3/4" with Multi-Outlet Emitter

● Rain Bird - RWS, Root Watering Series - RWS-B-1401

○ Hose End Cap

Station Number  
 Valve Size  
 Type

#### Irrigation Notes:

- Contractor shall review source and pressure available at landscape meter. The estimated static pressure of 55 psi at the source is used for the design. Contractor shall verify static pressure and notify architect if any discrepancies occur prior to installation of the irrigation system.
- All irrigation lines and equipment shall be installed using reclaimed purple marked and labeled non-potable water source materials.
- Sleeving for irrigation shall be under all paved areas including streets and sidewalks and other hardscape elements. Contractor to notify architect of sleeving layout prior to installation.
- Irrigation lines, valves, and associated equipment are shown schematically. Contractor shall locate all lines in unpaved areas.
- Locate all lines within the property line.
- Maximum distance for distribution tubing shall not exceed 5' from emitter to plant.
- Contractor shall provide isolation valves for mainline (equal to line size) at future phase expansion.
- Irrigation controller shall be set to run from 12:00 AM to 7:00 AM.

#### SLEEVEING SCHEDULE:

Contractor is responsible for all sleeving whether shown or not.  
6" Mainline  
3" Submain to Regulator  
3" Irrigation Wires  
3" Low Voltage Lighting Wires  
2" Lateral Lines

#### EMITTER SCHEDULE:

New Planting

1 Gallon	1 GPH
5 Gallon	1 GPH
15 Gallon	3 GPH
24" Box	4 GPH
30" Box	5 GPH
36" Box	6 GPH
48" Box	8 GPH
60" Box	12 GPH

All multi-port emitters shall be installed in emitter box per the project details.

Contractor shall adjust controller for the proposed emitter schedule and provide watering to promote healthy growth of plant material.

Emitters to be spaced on uphill side of root ball and evenly spaced around drip line of trees (approximately 12' - 18' from trunk).

For graphic clarity no emitters have been shown. Verify emitter count with emitter detail and plant counts. See emitter detail for irrigation system.

#### PIPE SIZE SCHEDULE

pipe size	flow
1/2"	0-5
3/4"	6-10
1"	11-15
1-1/4"	16-25
1-1/2"	26-35
2"	36-60
2-1/2"	61-80
3"	81-120
4"	121-200



DATE \_\_\_\_\_ DESCRIPTION \_\_\_\_\_ REVISION \_\_\_\_\_

FOR PRICING

THE DRINKWATER  
7353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ 85251

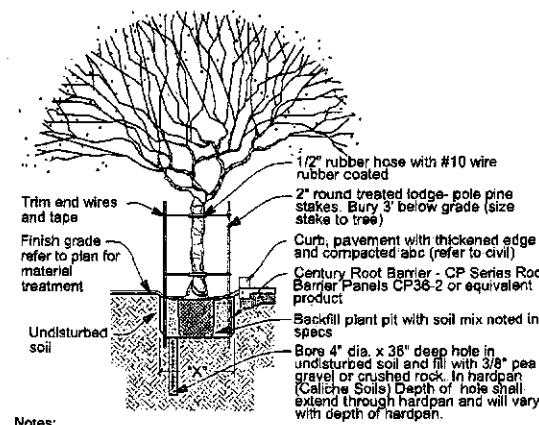
PROPOSED RESTORED  
ENTRY N. DRINKWATER BLVD.

Job No.	Date	Scale	Drawing No.
1101	05.26.11	1/16" = 1'-0"	LA-02
Drawn	Checked	Approved	
CW	CW		

Stamberg Aferiat Architecture  
126 Fifth Avenue, NY NY 10011

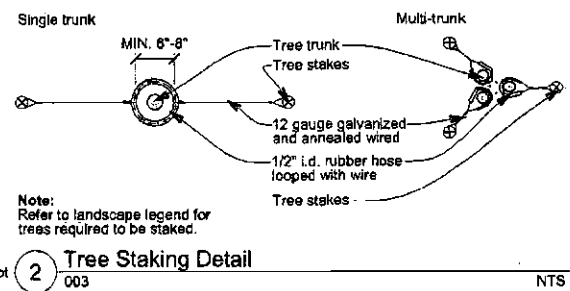
CALL TWO WORKING DAYS  
BEFORE YOU DIG  
(602) 263-1100  
1-800 STAKE IT  
(OUTSIDE MARICOPA COUNTY)

chris winters & associates + Arc Studios  
820 N 3rd Street  
Phoenix, Arizona 85004  
480.955.8888 | 602.253.3606  
landscape architecture urban design

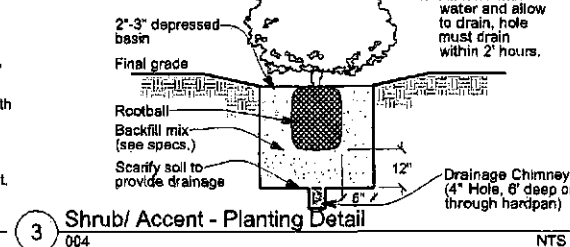


**Notes:**  
 1. Dimension "X" equals four (4) times the box width. Depth of pit will equal depth of rootball.  
 2. Scarify sides, bottom of pit and bore hole on all pits.  
 3. Set crown of rootball 1/2" to 1" above finish grade to allow for settlement.  
 4. Do not cover crown with soil.  
 5. Root Guards shall be provide on all side where hardscape is adjacent to plant.  
 6. Refer to tree guying detail for additional information.

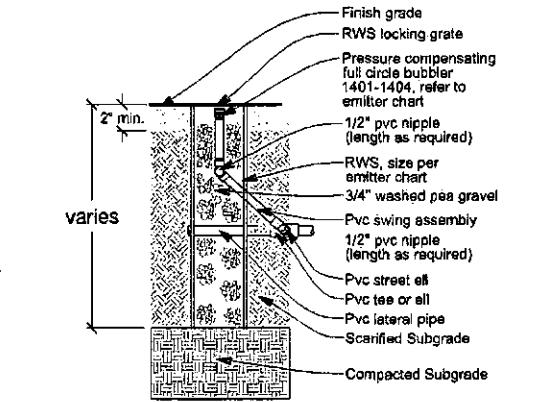
**1 Tree Planting** NTS



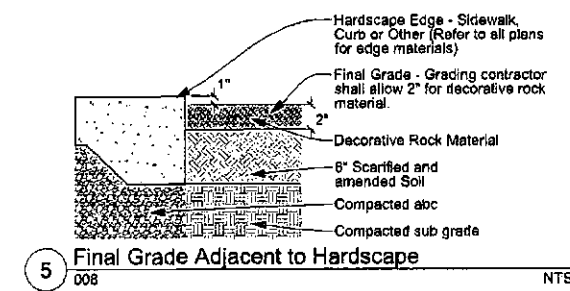
**2 Tree Staking Detail** NTS



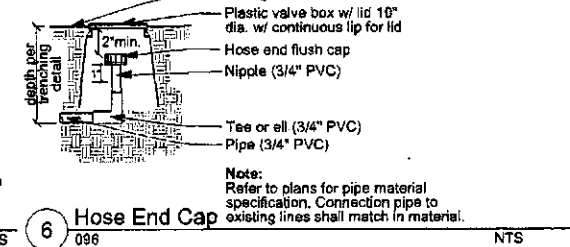
**3 Shrub/Accent - Planting Detail** NTS



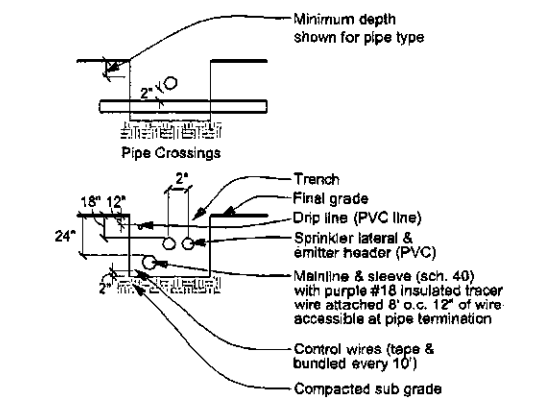
**4 Bubbler Detail/ Root Water System** NTS



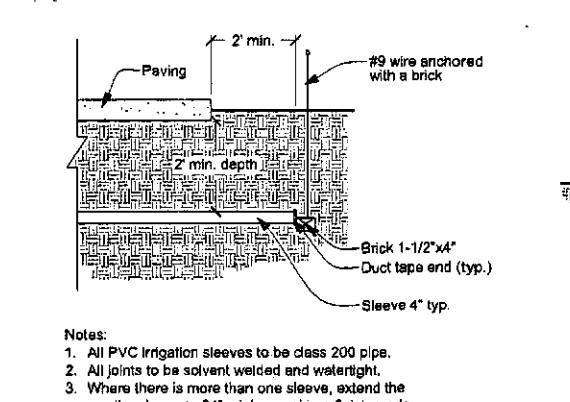
**5 Final Grade Adjacent to Hardscape** NTS



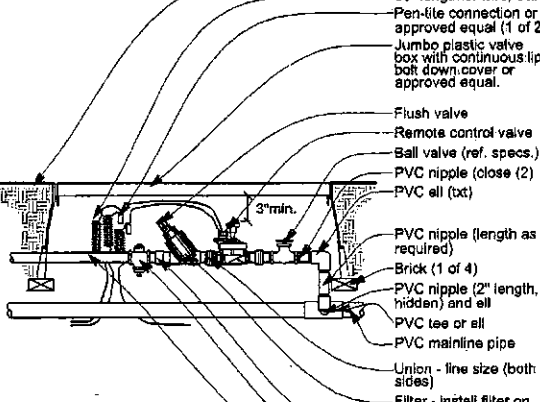
**6 Hose End Cap** NTS



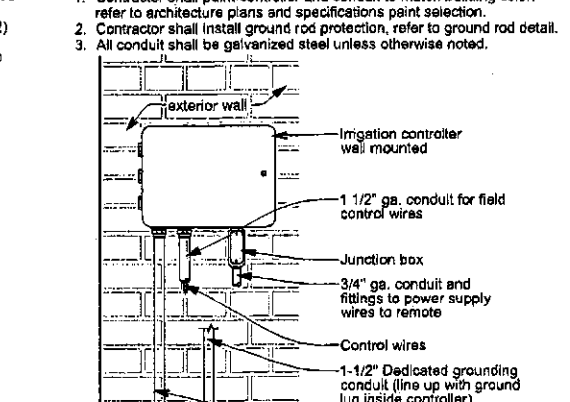
**8 Irrigation Trenching Detail** NTS



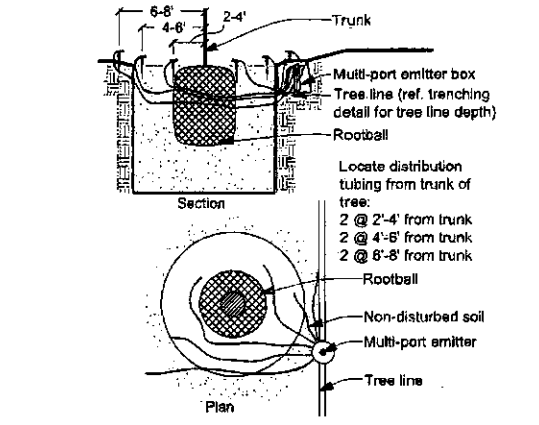
**9 Sleeving Detail** NTS



**10 Remote Control Valve - Drip Assembly** NTS

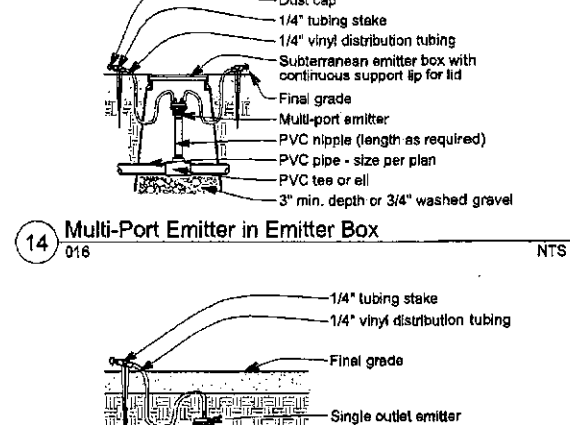


**11 Wall Mounted Irrigation Controller** NTS

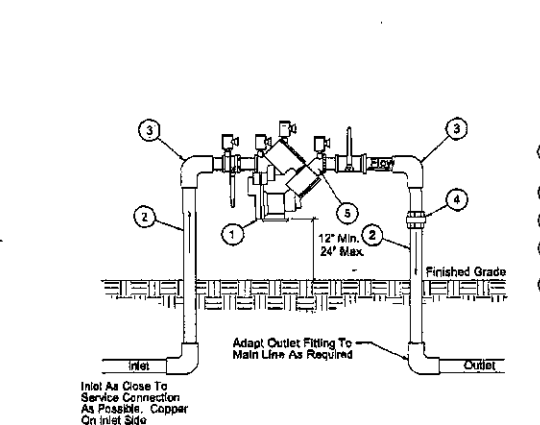


**Note:**  
 Install distribution tubes equally around edge of rootball. Drip tubing at surface to clear final grade by a min. of 1\"/>

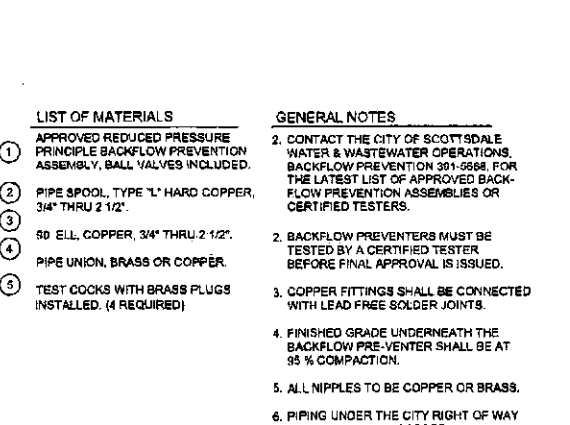
**13 Multi-Port Emitter Drip Tubing @ Tree** NTS



**14 Multi-Port Emitter in Emitter Box** NTS



**15 Single Outlet Emitter** NTS



**16 City of Scottsdale RPB** NTS

**LIST OF MATERIALS**  
 1. APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY, BALL VALVES INCLUDED.  
 2. PIPE SPOOL, TYPE 'L' HARD COPPER, 3/4\"/>

**GENERAL NOTES**  
 1. CONTACT THE CITY OF SCOTTSDALE WATER & WASTEWATER OPERATIONS, BACKFLOW PREVENTION 301-5598, FOR THE LATEST LIST OF APPROVED BACKFLOW PREVENTION ASSEMBLIES OR CERTIFIED TESTERS.  
 2. BACKFLOW PREVENTERS MUST BE TESTED BY A CERTIFIED TESTER BEFORE FINAL APPROVAL IS ISSUED.  
 3. COPPER FITTINGS SHALL BE CONNECTED WITH LEAD FREE SOLDER JOINTS.  
 4. FINISHED GRADE UNDERNEATH THE BACKFLOW PRE-VENTER SHALL BE AT 95 % COMPACTION.  
 5. ALL NIPPLES TO BE COPPER OR BRASS.  
 6. PIPING UNDER THE CITY RIGHT OF WAY MUST BE TYPE 'K' COPPER.  
 7. CALL FOR UNDERGROUND INSPECTION BEFORE BACKFILLING TRENCH.

**FOR PRICING**

**THE DRINKWATER**  
 7353 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, AZ 85251

**PROPOSED RESTORED ENTRY N. DRINKWATER BLVD.**

Job No.	Date	Scale	Drawing No.
1101	05.28.11	NTS	CW

**LA-03**

**Stamberg Aferiat Architecture**  
 126 Fifth Avenue, NY NY 10011