STAFF APPROVAL LETTER

409-SA-2011

Downside Risk

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:	8989 N Scottsdale Rd	APPLICANT:	Greg Bandelin
PARCEL:	174-29-143B	COMPANY:	Sixty First Place Architects
Q.S.:	26-45	ADDRESS:	7120 E Indian School Rd Ste L Scottsdale, AZ 85251
CODE VIOLATION #:		PHONE:	480-947-66844

Request: Patio addition

STIPULATIONS

1. Plans submitted for permits shall match those with the approval dated 12/09/2011.
2. Proposed pavers shall use COS detail number 2237.
3. Awning fabric is to be Firesist Sand.
4. Approval is for Planning only, applicant shall demonstrate compliance with drainage in plan review.

Related Cases: 409-SA-2011

SIGNATURE: _____ DATE APPROVED: December 9, 2011

Bob Hults

STEP 2 FINAL PLAN REVIEW SUBMITTAL REQUIREMENTS

Submit one copy of this approval letter, and a completed Owner/Builder form if applicable, along with the following plan set(s) to the One-Stop-Shop for 30-day plan review:

ARCHITECTURAL: ☒ 4 sets of architectural plans and 1 additional site plan and elevation

OTHER: ☒ Basic drainage report establishing the site can hold the additional runoff.

This plan set shall be reviewed by the following departments:

	Staff Reviewer:
PLANNING:	Bob Hults
CIVIL:	TBD
BUILDING:	TBD
FIRE:	TBD
DRAINAGE:	Scott Strosnider

POLICY OF THE CITY OF SCOTTSDALE
ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) where an administrative agency or official has no discretion to determine the dedication or exaction.
2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

- No fee will be charged for filing
- The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The city will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Manager's Office	City Attorney's Office
3939 Drinkwater Blvd.	3939 Drinkwater Blvd.
Scottsdale, AZ 85251	Scottsdale, AZ 85251
(480) 312-2422	(480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

SIGNATURE: _____

Project Pre-Application
Questionnaire

The purpose of the Pre-Application process and this questionnaire is to provide preliminary information to the City's Planning Department on your proposed development project. This information and a Pre-Application meeting facilitate discussion on the development review process and related issues most likely applicable to your development project.

Pre-Application Process

Most development proposals are required to go through one or more application and/or entitlement processes, some of which involve public hearings. To process your pre-application and to enable your meeting to be productive, the attached forms and all required materials must be provided. At the pre-application meeting, city staff will highlight areas where you may need to pay particular attention, and which, if any, public hearing process(es) you will be required to go through. More information can be found at *www.scottsdaleaz.gov/BldgResources/DevProcess*

Completed pre-application application forms, all required materials and fees should be submitted in person to the One-Stop-Shop located at 7447 E. Indian School Road. Make checks payable to "City of Scottsdale."

After the pre-application packet has been accepted, the request is routed for assignment and scheduling. A staff member will contact you to schedule a pre-application meeting with staff.

Submittal Date: _____ **Project No.:** 719 **-PA-** 2011

Project Name: DOWNSIDE RISK **Parcel No(s).:** 174-29-143 B

Address: 8989 N. Scottsdale Rd., suite 608 **Quarter Section(s):** 26-45

Property Details:

☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Industrial ☐ Other

Lot Size: 14.3 ACRES **Current Zoning:** C-2 P.C.D. **Current Use(s):** _____

Has a 'Notice of Compliance' been issued? ☒ No ☐ Yes If yes, provide a copy with this submittal

Application Type:

☐ Abandonment (AB)	☐ In-Lieu Parking Request (IP)	☐ Rezoning (ZN)
☒ Development Review (DR)	☐ Master Plan (MP)	☐ Text Amendment (TA)
☐ ESLO Hardship Exemption (HE)	☐ Master Sign Program (MS)	☐ Use Permit (UP)
☐ ESLO Wash Modification (WM)	☐ Notice of Compliance	☐ Variance (BA)
☐ General Plan Amendment (GP)	☐ Preliminary Plat Subdivision (PP)	☐ Other _____

Owner: RANDY FREDERICK **Applicant:** Greg Bandelin

Company: DOWNSIDE RISK Company: Sixty First Place Architects

Address: 8989 N. SCOTTSDALE RD. SUITE 117 Address: 7120 E. INDIAN School Rd, #L

Phone: 602-418-0842 Fax: 480-595-5445 Phone: 480-947-6844 Fax: _____

E-mail: RFSONORANBBQ@AOL.COM E-mail: greg@sixtyfirstplace.com

Randy Frederick 10/29/2010

Signature (circle one): Owner Applicant **Date**

Planning, Neighborhood & Transportation Division

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

OK to submit DORIS

Project Pre-Application
Questionnaire

Submittal Date: _____ **Project No.:** _____ **-PA-** _____

Please Note: **All projects require a legally-assigned address**; if an address is not currently assigned to your project, please submit a site plan to Records Division staff to obtain one. **This may take up to 5 days.** The Address Request form is available on-line at *www.scottsdaleaz.gov/bldgresources/records*.

All items listed below must be submitted to constitute a complete submittal.

Submittal Requirements:

☑ **1. Completed Project Pre-Application Questionnaire & Fee** _____
(Fees subject to change every July)

☑ **2. Records Packet Fee** _____
The Records Packet Fee will be processed by staff. The applicant need not visit the Records desk to obtain the packet.
(Fees subject to change every July)

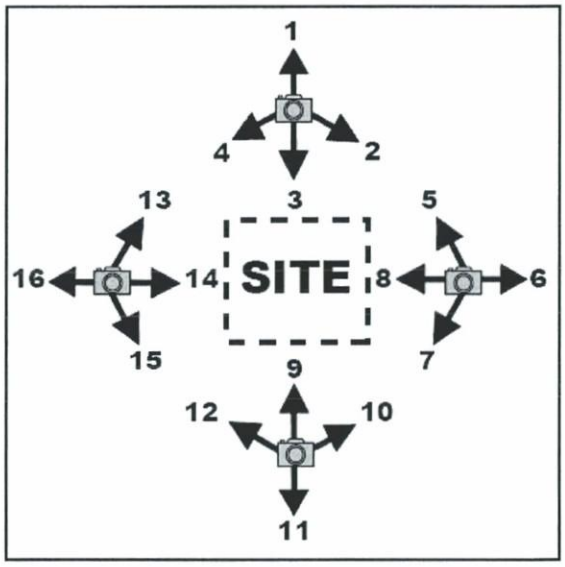
OK ☑ **3. Conceptual Drawing(s)** – One (1) copy of conceptual site plan, plot plan, or schematic drawing representing your request (not required for Abandonments). If requesting Development Review Board approval, include elevations showing architectural character.
(24" x 36", 11" x 17", or 8.5" x 11" paper sizes only)

OK ☑ **4. Project Narrative** – Attach a detailed descriptive narrative of the site layout that includes the following information:

- Purpose of this request
- Describe any and all pertinent information related to the request including, but not limited to, site circulation, parking and design, drainage, architecture, proposed land use, and lot design.
- Any improvements and uses that currently exist on the property or on neighboring properties.
- Explain how your proposal is compatible with the surrounding area.
- Describe any unusual characteristics that may restrict or affect your development.
- Targeted date to begin construction.

OK ☑ **5. Site / Context Photographs**
Provide color photographs showing the site and the surrounding buildings/properties in order to provide city staff with a visual impression of the current site conditions. Use the guidelines below for photos.

- Photos are to be taken looking in towards the project site and adjacent to the site.
- Photos should show adjacent improvements and existing on-site conditions.
- Refer to photograph number and direction of view.
- If your site is greater than 500 ft. in length, also take the photo locations shown in the dashed lines.
- Do not mount photos on large poster boards, cork boards, etc.



FOR ADMINISTRATIVE USE ONLY

☐ A Pre-application meeting with Planning Staff has already occurred with _____. Date: _____

Planning, Neighborhood & Transportation Division
7447 E Indian School Road Ste 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

SIXTY FIRST PLACE ARCHITECTS

October 28, 2011

PROJECT NARRATIVE
for Downside Risk

Purpose of This Request:

Modifications to existing Retail Pad building at Gainey Village. Changes to include new main entrance on West side of building, removing/adding doors in existing storefront systems and the addition of a new sliding window system on the north side of the building in an existing opening. Minor rework of parking/curbing to create new sidewalk/accessible access to new entrance. A new patio space is proposed on the North side of the building, wrapping around the west end to the new entry. Proposed new patio walls are to match existing site walls in this area. Landscaping to be reorganized to allow for new patio and to provide shade trees on western exposure. The existing pedestrian access to Doubletree Ranch Road to be maintained.

Site Circulation:

This request does not change any site circulation, existing landscaped islands, and parking in front of the building will be maintained as part of this request. .

Parking and Design:

A net loss of 2 parking spaces in the new curb design to allow for the new entrance location. The trash area for this tenant is a shared area between this pad and the pad to the west. As part of this request, the entrance to the building has been enhanced with a clear circulation path from the parking area and additional landscaping.

Drainage:

This request does not alter the drainage of the site. All modified areas are drained into new or existing landscaped areas.

Architecture:

The modifications being requested do not alter the existing architecture of the building. The design of the site walls will match and enhance the existing building, and the plant palette will be compatible to with the existing.

Proposed Land Use:

The new tenant is a restaurant and the existing building does not have an outdoor patio area. This request includes an outdoor patio to expand the indoor/outdoor areas of the restaurant.

Lot Design:

The outdoor patio will be on the west and north side of the building. The patio will be visible from Doubletree Road and the parking lot of the Center. The patio is designed to

7120 E. INDIAN SCHOOL ROAD, SUITE L · SCOTTSDALE, AZ 85251 · 480-947-6844 · FAX 480-947-9518

enhance the pedestrian and neighborhood aspects of the Center.

Any improvements and uses that currently exist on the property or on neighboring properties:

The existing improvements on the site will be maintained with its very lush landscaping.

Explain how your proposal is compatible with the surrounding area:

The existing property is an upscale retail center with mature lush landscaping. This patio will only further enhance this property and add to its neighborhood appeal in terms of visibility, access, and landscaping.

Describe any unusual characteristics that may restrict or affect your development:

The patio faces west and north. The western sun can be very uncomfortable for people trying to use a patio. This design uses a combination of site walls and six large shade trees to create a pleasant dining experience and will also be an enhancement to the neighborhood. In addition, new retractable fabric shade canopies are proposed over the patio areas.

Targeted date to begin construction:

November 20, 2011

Principal Global Investors

Principal Global Investors

November 21, 2011

To: City of Scottsdale Planning Department

Re: Downside Risk Outdoor Patio
8989 North Scottsdale Road, Suite 608
Scottsdale, AZ 85253

The property known as the Shops at Gainey Village is owned by Gainey Village Retail Center LLC and for the City of Scottsdale, known as the Property Owners Association.

The Property Owners Association has reviewed the plans for the above-referenced tenant and they approve the proposed changes to the center to modify the existing landscaped and parking areas to allow for the proposed outdoor patio.

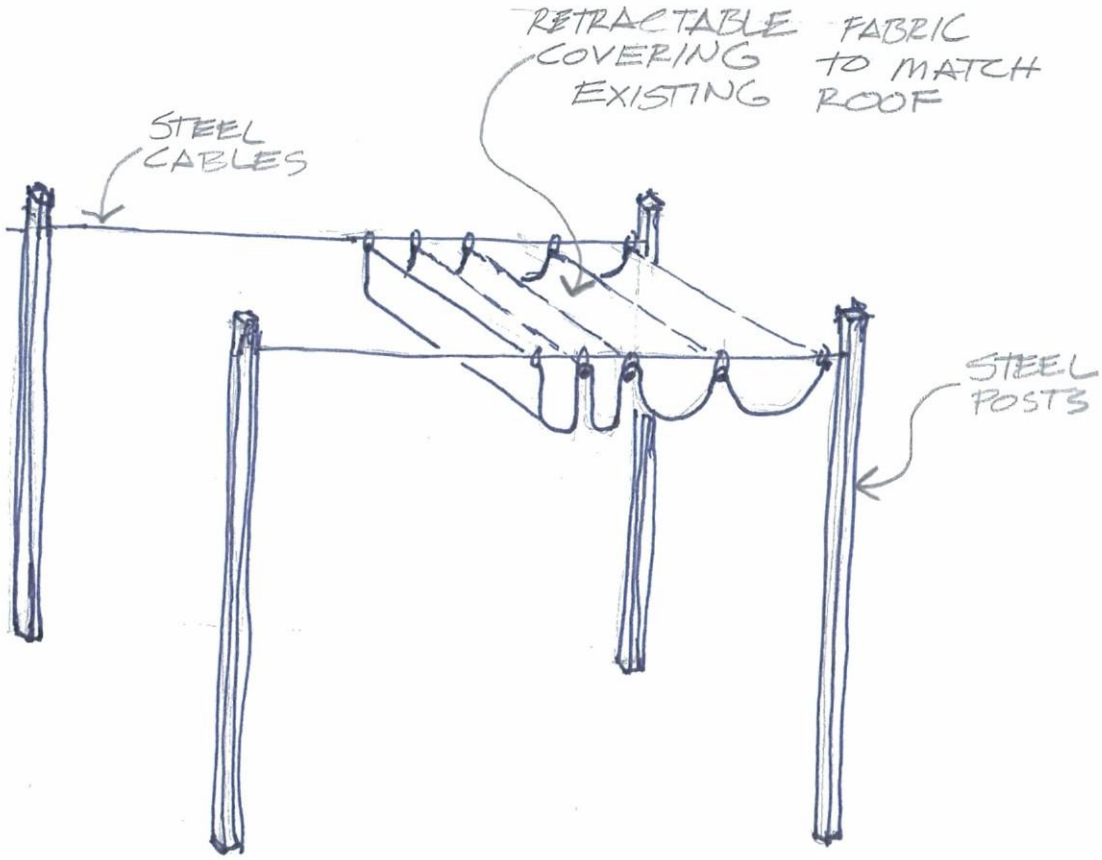
Thank you for your assistance in expediting this process for our tenant so that it may be constructed as soon as possible.

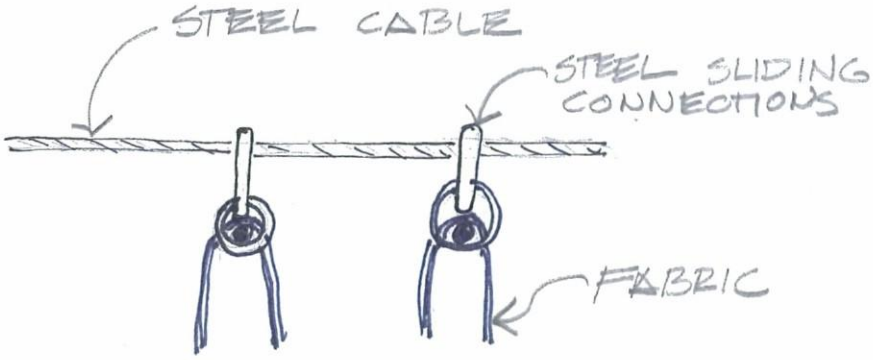
Sincerely,

Kevin R. Anderegg
Investment Director
Principal Real Estate Investors
801 Grand Avenue
Des Moines, IA 50392-1370
515-283-5457 (direct)
866-850-4022 (fax)
Anderegg.Kevin@principal.com

SIXTY FIRST PLACE ARCHITECTS

PATIO COVER @ DOWN SIDE RISK





Gainey Village Parking

November 29, 2011

Tenant Space	Tenant Name	Open for Business	Parking Category	Total Floor Area
A-2	Garduno's	Day/Night	Restaurant/Bar (First Floor)	12,410
			Restaurant (Mezzanine	3,749
			Office	838
A-4	Soi 4	Day/Night	Restaurant	3,344
A-6	Evelyn & Arthur	Day Only	Retail	1,803
A-8	Barry Bricken	Day Only	Retail	1,803
A-10	Objects 2	Day Only	Retail	1,603
A-12	Objects	Day Only	Retail	2,005
A-14	Jaeger	Day Only	Retail	1,000
A-16	Two Plates Full	Day Only	Retail	3,206
A-18	Via Veneto	Day Only	Retail	4,833
			Storage	1,680
A-20	Blush	Day Only	Retail	1,142
A-22	MG Home Signature	Day Only	Furniture Retail	1,004
A-24	Bo Concept	Day Only	Furniture Retail	7,888
A-26	Clive Christian/Julains	Day Only	Furniture Retail	9,090
B-2	Rolf's	Day/Night	Retail	7,514
B-4	Michael's Jewelry	Day Only	Retail	1,499
B-6	Bella Dimora	Day Only	Furniture Retail	2,500
			Storage	800
B-8	Red Velvet	Day Only	Retail	1,531
B-10	Paper Innovations	Day Only	Retail	1,473
B-12	Optica	Day Only	Retail	923
B-14/16	Pei Wei	Day/Night	Restaurant	2,891
B-18	Anastasia Bath & Body	Day Only	Retail	1,210
B-20	Pickles & Ice Cream	Day Only	Retail	1,405
B-22	Baby Couture	Day Only	Retail	1,846
B-24	Jon De Luc	Day Only	Retail	1,950
B-26	Judy Arizona	Day Only	Retail	2,057
B-28	Chez Vous	Day Only	Restaurant	2,171

		Day Only		
B-30	Bradbury Antiques	Day Only	Furniture Retail	3,867
B-32	Stiers	Day Only	Retail	1,499
B-34	Village Tavern	Day/Night	Restaurant/Bar	9,332
C-2	Paradise Bakery	Day/Night	Restaurant	4,289
			Storage	573
C-4	Digitell	Day Only	Retail	1,305
C-6	Wilde Meyer Gallery	Day Only	Furniture Retail	2,006
C-7	McCormick & Schmick	Day/Night	Restaurant/Bar	8,050
D-2	Bloom	Day/Night	Restaurant/Bar	6,339
			Storage	372
D-4	Aga Jon Oriental Rugs	Day Only	Furniture Retail	3,599
D-6	Village wine Cellar	Day Only	Retail	1,310
D-8	Coffee Bean	Day/Night	Restaurant	1,457
E-2	My Fit Foods	Day/Night	Restaurant/Retail	3,721
E-4	Vacant	Day/Night	Restaurant/Bar	8,798
F-2	Select Cleaners	Day Only	Retail	1,810
F-4	Downside Risk	Day/Night	Restaurant	4576

Gross Building Area = 150,071 s.f.

Parking Required

150,071/300 = 501 spaces

Parking Provided

713 spaces less 2 spaces removed as a part of this project = 711 spaces total provided

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WHEN RECORDED, RETURN TO:

City of Scottsdale
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251
Attn: Ron King, Asset Management Co

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (the "Agreement") is made this 28th day of January, 1998, by and between Scottsdale and Doubletree, L.L.C., an Arizona limited liability company ("Developer"), and the City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS:

A. Developer is the owner of that certain real property described on Exhibit "A" attached hereto (the "Developer Property").

B. City is the owner of that certain real property described on Exhibit "B" attached hereto and made a part hereof (the "City Property").

C. In connection with the development and use of the City Property, City desires to have, and Developer is willing to grant, easements for sewer lines over portions of the Developer Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Private Sewer Easement. Subject to the terms and conditions of this Agreement, Developer hereby grants, conveys, declares, establishes and imposes upon, under, across and through those portions of the Developer Property described on Exhibits "C-1", "C-2" and "C-3" attached hereto (individually, "Sewer Easement Area Nos. 1, 2A and 2B", respectively, and collectively, the "Sewer Easement Areas") in favor of the City Property, and all future owners of all or any portion of the City Property, non-exclusive perpetual easements (the "Sewer Easements") for the construction, installation, operation, maintenance, repair and replacement of underground wastewater supply lines, wastewater bypass lines or wastewater pumpback lines serving the wastewater pumping facility contemplated to be constructed upon the City Property. City shall

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maintain all improvements in the Sewer Easement Areas that are installed, constructed or placed by City in a good and safe condition and repair. All repairs shall be promptly commenced and thereafter diligently pursued to completion. The Sewer Easements shall be appurtenant to the City Property, and all portions thereof, as the dominant estate, and binding upon the Sewer Easement Areas, as the servient estates.

Patio

2. Developer's Right to Use. Developer, on behalf of itself, its successors and assigns, reserves the right to use and enjoy the Sewer Easement Areas and the right to grant others the right to use and enjoy the Sewer Easement Areas for any purpose, including, but not limited to, the installation of paving, lighting, landscaping and irrigation, curbs, gutters, sidewalks, driveways, signage, screen walls, patio areas and above grade, surface and underground public or private utilities, provided Developer shall not place or permit to be placed any buildings or structures upon, over, under or about the Sewer Easement Areas that would prevent City from being able to utilize the Sewer Easement Areas for the purposes intended by this Agreement or materially increase the cost of such use; however, notwithstanding the foregoing, City expressly consents to the placement of buildings and structures over the portion of Sewer Easement Area No.1 and a portion of Sewer Easement Area No.2 identified on Exhibits "C-1 and C-2" as the "Concrete Encased Area" after the City has constructed its facilities therein.

3. Construction and Installation of Improvements in Sewer Easement Areas. Developer hereby grants to City the right, at City's sole cost and expense, to construct, install, repair, reconstruct, replace and maintain such improvements in the Sewer Easement Areas as are reasonably required in connection with the Sewer Easements, provided that: (i) all sewer lines shall be constructed underground; (ii) all sewer line improvements to be located within the area reflected on Exhibits "C-1 and C-2" as the "Concrete Encased Area" shall be encased in concrete sufficient to enable Developer to cause buildings and other vertical improvements to be constructed above grade on that portion of Sewer Easement Areas No.1 and 2 which are situated above the "Concrete Encased Area" portions thereof; and (iii) the design, construction and installation of such improvements shall be strictly in accordance with those certain plans described on Exhibit "D" attached hereto (the "Plans"). City may not modify, alter or deviate from the Plans in any material respect whatsoever, without the prior written consent of Developer, which consent may be withheld in Developer's sole and absolute discretion. City shall, at no cost to Developer, install as part of its initial construction of the sewer lines a total of six (6) 10-inch sanitary sewer taps at the locations described on Exhibit "E" attached hereto, for use by Developer to tap into the sewer lines installed by City.

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a. As a material consideration to the grant of the Sewer Easements, City shall cause all improvements to be installed within the portion of the Sewer Easement Areas described in Exhibit "C-3" to be installed no later than September 30, 1998, and to cause all improvements to

be installed within the portions of the Sewer Easement Areas described in Exhibits "C-1" and "C-2" to be installed no later than November 30, 1998. Developer is relying upon City's agreement to timely install all such improvements, and Developer will likely suffer substantial harm if City fails to install all such applicable improvements within the time frame set forth above. City shall cause all such work to be conducted and completed in a diligent, good and workmanlike manner and in accordance with any and all applicable municipal or governmental requirements, and with as little interference as reasonably possible to the activities being conducted on the Developer Property. In addition, City agrees that it shall cause all such work in the Sewer Easement Areas to be performed in a manner that will not degrade the structural support of any above-ground or underground improvements or structures, including, but not limited to, buildings and underground parking structures, now or hereafter situated on the portions of the Developer Property adjacent to any of the Sewer Easement Areas. Specifically, City agrees, in connection with City's work in the Sewer Easement Areas, (i.e., all installation, maintenance, repair and maintenance), to construct and locate all appropriate excavation support systems, shorings, footings, bearing walls, caissons and other foundation or support structures as are reasonably necessary and proper in accordance with the standards of the building construction industry in Scottsdale, Arizona, for the foundation and structural support of such above-ground or underground improvements as now or hereafter may be situated on such portions of the Developer Parcel.

b. City shall coordinate its construction and maintenance activities in the Sewer Easement Areas with Developer to minimize scheduling conflicts. City shall undertake all reasonable efforts and shall utilize all reasonable diligence so that the period of construction on or affecting the Developer Parcel is as short as reasonably possible, without incurring any obligation for payment of overtime or premium, so as not to unduly interfere with the use and enjoyment of, or ingress to and egress from, the Developer Parcel. City shall promptly repair and restore, at its sole cost and expense, to a condition at least as good as existed prior to the event causing the damage, any and all damage to the Sewer Easement Areas (including, but not limited to, any and all improvements situated within the Sewer Easement Areas) or any portion of the Developer Property, including but not limited to, buildings, landscaping, paving and striping, grade level elevations and shoring, caused by, resulting from, or arising in connection with, City's construction, repair or maintenance activities within the Sewer Easement Areas, or at any time caused by, resulting from, or arising in connection with, the use of the Sewer Easement Areas by City or its agents, representatives, licensees, invitees, contractors, successors and assigns. Developer and City acknowledge that in connection with City's installation of the sewer lines, City shall remove the entire existing wall and footings thereto that fronts Scottsdale Road and Doubletree Ranch Road (the "Wall"). City shall also properly unhook all electrical connections to the Wall and save the existing "Gainey Ranch" sign letters and provide same to Developer for future use. Notwithstanding the foregoing or anything herein to the contrary, Developer and City agree that City shall not be required to rebuild the Wall, and that, instead, Developer shall be solely responsible for all such rebuilding.

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The parties acknowledge that included as part of the consideration for the grant of the Sewer Easements is an amount to fully compensate Developer for the costs to be incurred by Developer to rebuild the Wall, and that, accordingly, City shall have no responsibility or liability therefor.

c. Notwithstanding anything herein to the contrary, Developer reserves the right to temporarily restrict or prohibit use of the Sewer Easement Areas from time to time as may be necessary in connection with Developer's construction or renovation of the Developer Property, provided that any such interruption of use shall occur following not less than ten (10) days prior written notice (except in the event of a bona fide emergency) and further provided that Developer shall use its reasonable best efforts to cause any such interruption of use to be kept to a minimum in both duration and frequency and no utilities serving the City Property shall be disrupted. Notwithstanding anything to the contrary contained in this Agreement, if at anytime the improvements installed with the portion of the Sewer Easement Area labeled on Exhibits "C-1 and C-2" as the "Concrete Encased Area" rupture or are otherwise damaged in such a fashion to impose a risk to the structural integrity of any City approved improvements installed on any of the Sewer Easement Areas, the Sewer Easement upon, under, across and through that portion of the Sewer Easement Area shall automatically terminate and be deemed abandoned by City, and thereafter, Developer and City shall negotiate in good faith in an effort to provide City an alternative easement for such abandoned portion of the Sewer Easement.

4. Indemnification. City shall indemnify and defend Developer, and Developer's successors and assigns, for, from and against any and all claims, damage, costs and expense suffered or incurred as a result of or in connection with the breach of any covenants, conditions or restrictions contained herein and in connection with, arising out of, or related to, the exercise of the rights granted herein by or on behalf of City, or any agent, employee, licensee, tenant, subtenant or contractor thereof. The foregoing indemnification shall survive any termination of this Agreement as to any loss or liability arising during the term of this Agreement.

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5. Nuisances, Construction Activities, Compliance with Laws. As a material consideration to Developer, and as a condition to the continued effectiveness of the rights of City under this Agreement, City, on behalf of itself and all future owners of City Property, agrees that no rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to the City Property and no offensive odors or noise shall be permitted to arise or emit therefrom or from the wastewater pump station and the related wastewater lines contemplated to be constructed thereon. No nuisance shall be permitted to exist or operate upon the City Property. Normal construction activities and parking in connection with the building of improvements on the City Property shall not be considered a nuisance or otherwise prohibited by the foregoing, but the City Property shall be kept in a neat and tidy condition during construction periods, and trash and debris shall not be permitted to accumulate. After completion of the pump station, the City Property shall

not be used as a yard for storage or maintenance of equipment, building materials or vehicles. No portion of the City Property, nor any equipment or facilities on the City Property (the "Southwest Pump Station"), shall be used in violation of any environmental laws (such term to being intended by the parties to be interpreted in its broadest sense). The Southwest Pump Station shall meet the environmental standards set forth in, the attachment to the October 10, 1997 correspondence from the City (Joseph E. Gross, Water Campus Director) to Mr. James E. Grier. City agrees that no improvement, building, equipment or structure on the City Property or installed by City in the Sewer Easement Areas shall be permitted to fall into disrepair and all such improvements, buildings, equipment and structures shall at all times be kept in a good and safe condition and repair and adequately painted or otherwise finished. In the event any improvement, building, equipment or structure is damaged or destroyed or permanently abandoned for the purposes intended in connection with the wastewater pumping facility, then such improvement, building, equipment or structure shall be immediately repaired or rebuilt or shall be demolished or maintained so as to present a well kept and orderly appearance. Following any demolishment, City, at its sole cost and expense, shall promptly cause the area of the City Property affected by the demolishment to be landscaped in a manner consistent with the landscaping improvements required to be maintained on the remainder of the City Property until the City Property is developed in accordance with all applicable requirements and restrictions. Developer is relying on City's covenants to operate and maintain the pump station and sewer lines in accordance with the foregoing, and City acknowledges that Developer will likely suffer substantial harm if City fails to comply with its covenants contained in this Paragraph 5.

Unofficial Document

6. Effectiveness. This Agreement shall be effective from and after the date this instrument is recorded in the official records of Maricopa County, Arizona.

7. Run with the Land. The benefits and burdens of this Agreement and the obligations set forth herein shall run with the land and be binding upon the City Property and the Developer Property, and all future owners of all or any portion thereof.

8. No Public Dedication. This Agreement is not intended to and does not constitute a dedication for members of the public to use the Sewer Easement Areas.

9. Miscellaneous.

a. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given and effective when delivered personally by telegraph, telex, facsimile or telecopy or on the second mail delivery day after such notice is deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, or when delivered by Express Mail, Federal Express or a like serve, addressed to the party as follows:

As to Developer:	Scottsdale and Doubletree, L.L.C. c/o Westcor Partners 11411 North Tatum Boulevard Phoenix, AZ 85028 Attn: Jack Rasor Fax No. (602) 953-6298
Copies to:	Neil D. Biskind, Esq. Kane Jorden von Oppenfeld Bischoff & Biskind, P.L.C. 4201 North 24th Street, Suite 300 Phoenix, Arizona 85016 Fax No. (602) 955-2272
As to City:	CITY OF SCOTTSDALE 7447 E. Indian School Road Scottsdale, Arizona 85251 Attn: Ron King, Asset Management Coordinator
Copy to:	CITY OF SCOTTSDALE City Attorney's Office 3939 Civic Center Blvd. Scottsdale, AZ 85251 Fax No. (602) 994-2548

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or at such address as either party hereto may designate by giving written notice thereof to the other party hereto in the aforesaid manner.

b. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with regard to the subject matter hereof, and supersedes all other previous oral or written agreements or understandings with respect thereto. Neither this Agreement nor the provisions hereof may be waived, modified, amended, discharged or terminated except by instrument in writing signed by the party against which enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent as set forth in such instrument.

c. Captions. The captions used in connection with the sections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

d. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

e. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatever upon any person other than parties hereto and their respective successors, assigns, and transferees permitted hereby.

f. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.

g. Binding Effect. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Exhibits. The exhibits attached hereto which are described herein are hereby incorporated by reference and made a part of this Agreement.

i. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original thereof.

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j. Attorneys' Fees. If either party shall bring suit to enforce the terms and provisions hereof or to recover damages for breach, the prevailing party shall be entitled to recover from the other party all costs, expenses and attorneys' fees incurred in connection with the exercise by the prevailing party of its rights and remedies hereunder. The amount of the attorneys fees is to be affixed by the Court without a jury. For the purposes of this paragraph the term "prevailing party" shall mean in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

k. Miscellaneous. This Agreement shall be interpreted according to its plain meaning and not strictly for or against either party.

l. Statutory Cancellation Right. In addition to its other rights hereunder, City shall have the rights specified in A.R.S. § 38-511.

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IN WITNESS WHEREOF, this Agreement is executed as of the date first above stated.

DEVELOPER:

SCOTTSDALE AND DOUBLETREE, L.L.C., an Arizona limited liability company

By: The Westcor Company II Limited Partnership, an Arizona limited partnership, Member

By: Westcor Realty Limited Partnership, a Delaware limited partnership, its general partner

By: _____
John F. Rasor
Its Executive Vice President

By: Brooke-Bell 77, L.L.C., an Arizona limited liability company, Member

By: Circle Road Equities, Inc., an Arizona corporation

By: _____
David L. Bruner
Its President

CITY:

CITY OF SCOTTSDALE, a municipal corporation

By: _____ - Vice Mayor for
Sam Kathryn Campana, Mayor

ATTEST:

_____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

_____
Fredda Bisman, City Attorney

Unofficial Document

H:\WPDOCS\ML\GAINEY\FINAL\SEWERESM.VO4

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 28 day of January, 1998, by John F. Rasor, the Executive Vice President of Westcor Realty Limited Partnership, a Delaware limited partnership, as the General Partner of The Westcor Company II Limited Partnership, an Arizona limited partnership, as Member of SCOTTSDALE AND DOUBLETREE, L.L.C., an Arizona limited liability company, for and on behalf thereof.

M. Suzanne Lowery
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
M. Suzanne Lowery
Notary Public-Arizona
Maricopa County
My Commission Expires 8/31/2001

STATE OF ARIZONA)
) ss.
County of Maricopa)

Unofficial Document

The foregoing instrument was acknowledged before me this 27 day of January, 1998, by David L. Bruner, the President of Circle Road Equities, Inc., an Arizona corporation, the Managing Member of Brooke-Bell 77, L.L.C., an Arizona limited liability company, as Member of SCOTTSDALE AND DOUBLETREE, L.L.C., an Arizona limited liability company, for and on behalf thereof.

M. Suzanne Lowery
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
M. Suzanne Lowery
Notary Public-Arizona
Maricopa County
My Commission Expires 8/31/2001

H:\W

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of January, 1998, by GREG BIELLA ~~Sam Kathryn Campana,~~ who acknowledged herself to be the VICE Mayor of the CITY OF SCOTTSDALE, a municipal corporation, for and on behalf of the corporation.

Rose Zaplatosch
Notary Public

OFFICIAL SEAL
ROSE ZAPLATOSCH
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 3, 2000

My Commission Expires:

6/3/2000

Unofficial Document

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LIST OF EXHIBITS

A	-	Legal Description of Developer Property
B	-	Legal Description of City Property
C-1	-	Legal Description of Sewer Easement Area No. 1
C-2	-	Legal Description of Sewer Easement Area No. 2A
C-3	-	Legal Description of Sewer Easement Area No. 2B
D	-	Description of Sewer Improvement Plans
E	-	Sewer Tap Locations

Unofficial Document

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EXHIBIT "A"

A portion of the Northwest quarter of Section 35, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 35;

thence South 00 degrees 00 minutes 20 seconds East, along the West line of said Northwest quarter, 1289.91 feet;

thence North 89 degrees 59 minutes 40 seconds East, 65.00 feet to a point on the Easterly right-of-way line of Scottsdale Road marking the POINT OF BEGINNING;

thence North 00 degrees 00 minutes 20 seconds West, along said right-of-way line, 847.41 feet;

thence North 04 degrees 27 minutes 56 seconds East, continuing along said right-of-way line, 102.58 feet;

thence North 01 degrees 20 minutes 12 seconds East, continuing along said right-of-way line, 214.29 feet to the beginning of a curvUnofficial Document of 63.00 feet to the right;

thence Northeasterly, along the arc of said curve, through a central angle of 78 degrees 02 minutes 12 seconds, for an arc distance of 85.81 feet to the Southerly right-of-way line of Doubletree Ranch Road;

thence North 79 degrees 22 minutes 24 seconds East, along said right-of-way line, 68.86 feet;

thence North 89 degrees 22 minutes 24 seconds East, continuing along said right-of-way line, 133.52 feet to the beginning of a curve with a radius of 1745.00 feet to the right;

thence Easterly, continuing along said right-of-way line and along the arc of said curve to the right, through a central angle of 10 degrees 30 minutes 15 seconds for an arc distance of 319.92 feet to the beginning of a non-tangent line;

thence South 09 degrees 52 minutes 40 seconds West, 450.49 feet;

thence South 62 degrees 31 minutes 12 seconds East, 11.27 feet;

thence South 00 degrees 00 minutes 20 seconds East, 593.15 feet;

thence South 16 degrees 59 minutes 03 seconds West, 200.00 feet to the beginning of a non-tangent curve, the center of which bears South 16 degrees 59 minutes 03 seconds West, 475.00 feet;

thence Westerly, along the arc of said curve to the left, through a central angle of 16 degrees 59 minutes 23 seconds for an arc distance of 140.85 feet;

thence South 89 degrees 59 minutes 40 seconds West, 319.44 feet to the POINT OF BEGINNING.

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Exhibit "B"

Pump Parcel

A parcel of land lying within Section 35, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 35;
THENCE along the centerline of Doubletree Ranch Road, North 89°21'25" East, a distance of 329.97 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 1799.48 feet, concave southerly through a central angle of 10°30'27", a distance of 330.01 feet, to a point of intersection with a radial line;
THENCE leaving said centerline along said radial line, South 09°51'52" West, a distance of 55.00 feet;
THENCE continuing South 09° [illegible] distance of 450.49 feet;
THENCE South 62°31'33" East, a distance of 11.27 feet, to the POINT OF BEGINNING;
THENCE continuing South 62°31'33" East, a distance of 220.73 feet;
THENCE South 27°28'35" West, a distance of 132.96 feet;
THENCE South 89°59'45" West, a distance of 134.47 feet;
THENCE North 00°00'20" West, a distance of 219.80 feet, to the POINT OF BEGINNING.

Containing 0.6761 acres, or 29,452 square feet of land, more or less.

Subject to existing rights-of-way and easements.

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EXHIBIT C-1
Legal Description of
Sewer Easement Area No. 1

A parcel of land lying within Section 35, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of Section 35;
THENCE along the monument line of Doubletree Ranch Road, North 89°21'25" East, a distance of 329.97 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 1799.48 feet, concave southerly through a central angle of 10°30'27", a distance of 330.01 feet, to a point of intersection with a non-tangent line;
THENCE leaving said monument line, South 09°51'52" West, a distance of 55.00 feet, to a point on the southerly right-of-way line of said Doubletree Ranch Road;
THENCE continuing South 09°51'52" West, a distance of 40.12 feet;
THENCE North 80°08'08" West, a distance of 20.00 feet, to the beginning of a non-tangent curve and the **POINT OF BEGINNING**;
THENCE westerly along said curve, having a radius of 1704.48 feet, concave southerly, whose radius bears South 09°11'32" West, through a central angle of 09°50'07", a distance of 292.59 feet, to the curve's end;
THENCE South 89°21'25" West, a distance of 129.35 feet;
THENCE South 59°44'41" West, a distance of 144.20 feet, to a point on the easterly right-of-way line of Scottsdale Road;
THENCE along said easterly right-of-way line, North 01°20'12" East, a distance of 39.47 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 63.00 feet, concave southeasterly through a central angle of 78°02'12", a distance of 85.81 feet, to the curve's end;
THENCE leaving said easterly right-of-way line, North 79°22'24" East, a distance of 11.18 feet;
THENCE North 89°21'25" East, a distance of 190.30 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 1734.48 feet, concave southerly through a central angle of 08°55'50", a distance of 270.35 feet, to a point of intersection with a non-tangent line;
THENCE South 35°54'17" East, a distance of 38.70 feet;
THENCE South 09°51'52" West, a distance of 2.46 feet, to the **POINT OF BEGINNING**.

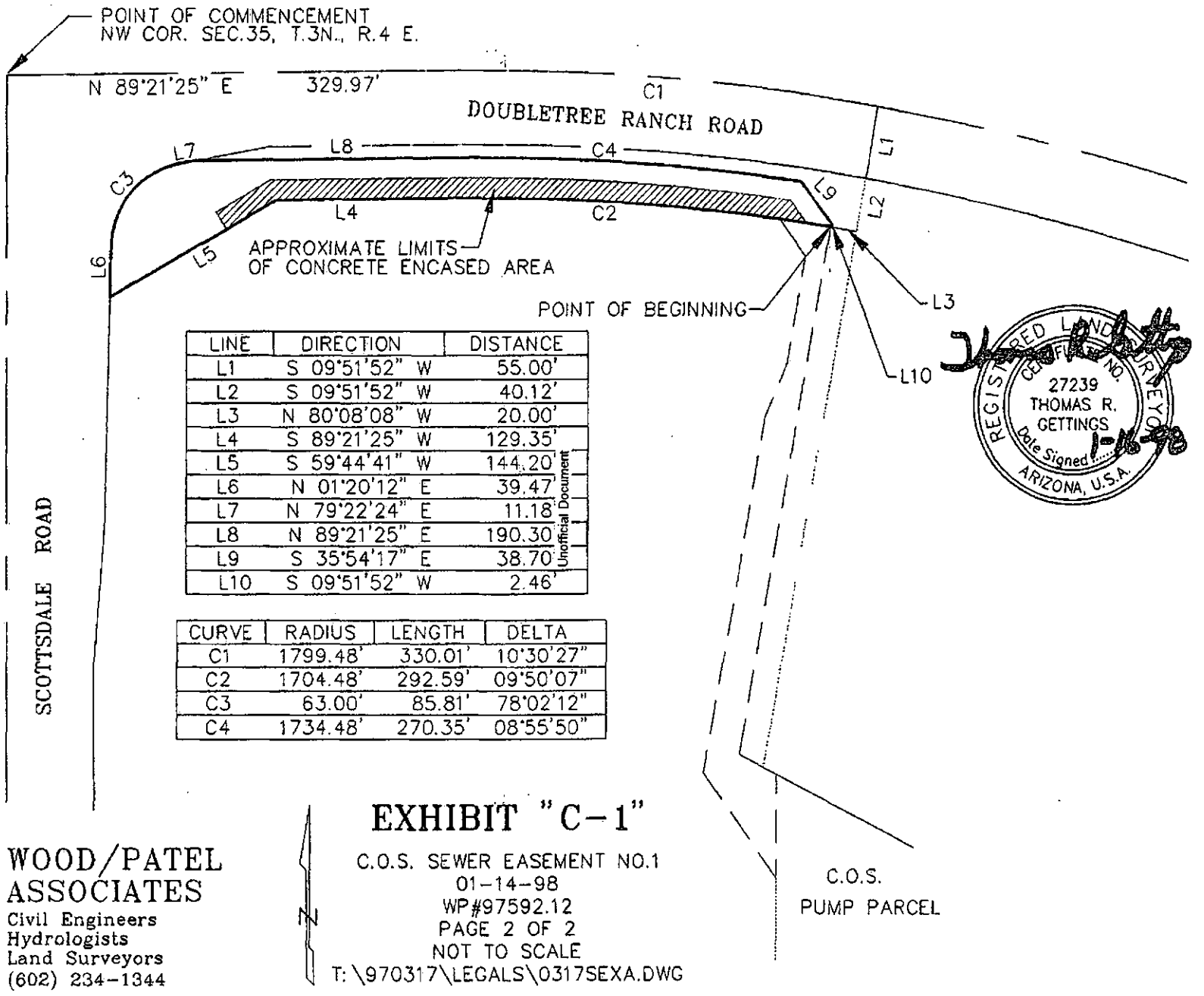
Containing 0.4492 acres, or 19,566 square feet of land, more or less.

Subject to existing rights-of-way and easements.

LEGALS\97592-12EasmentNo.1.J15

Unofficial Document

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 1-15-98
ARIZONA, U.S.A.



LINE	DIRECTION	DISTANCE
L1	S 09°51'52" W	55.00'
L2	S 09°51'52" W	40.12'
L3	N 80°08'08" W	20.00'
L4	S 89°21'25" W	129.35'
L5	S 59°44'41" W	144.20'
L6	N 01°20'12" E	39.47'
L7	N 79°22'24" E	11.18'
L8	N 89°21'25" E	190.30'
L9	S 35°54'17" E	38.70'
L10	S 09°51'52" W	2.46'

CURVE	RADIUS	LENGTH	DELTA
C1	1799.48'	330.01'	10°30'27"
C2	1704.48'	292.59'	09°50'07"
C3	63.00'	85.81'	78°02'12"
C4	1734.48'	270.35'	08°55'50"

WOOD/PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors
(602) 234-1344

EXHIBIT "C-1"

C.O.S. SEWER EASEMENT NO.1
01-14-98
WP#97592.12
PAGE 2 OF 2
NOT TO SCALE
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EXHIBIT C-2
Legal Description of
Sewer Easement Area No. 2A

A parcel of land lying within Section 35, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

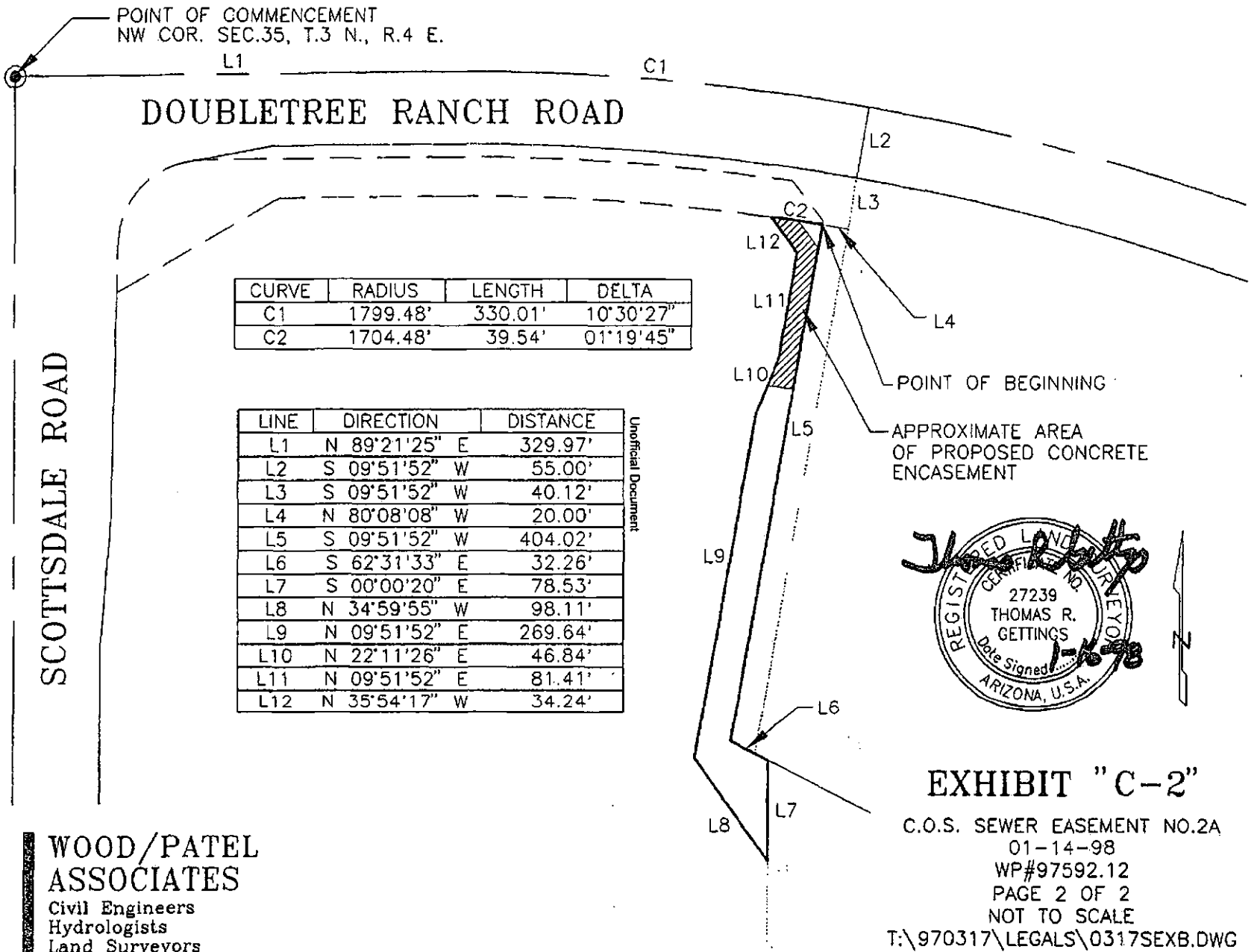
Commencing at the northwest corner of Section 35;
THENCE along the monument line of Doubletree Ranch Road, North 89°21'25" East, a distance of 329.97 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 1799.48 feet, concave southerly through a central angle of 10°30'27", a distance of 330.01 feet, to a point of intersection with a non-tangent line;
THENCE leaving said monument line, South 09°51'52" West, a distance of 55.00 feet;
THENCE continuing, South 09°51'52" West, a distance of 40.12 feet;
THENCE North 80°08'08" West, a distance of 20.00 feet, to the **POINT OF BEGINNING**;
THENCE South 09°51'52" West, a distance of 404.02 feet;
THENCE South 62°31'33" East, a distance of 32.26 feet;
THENCE South 00°00'20" East, a distance of 78.53 feet;
THENCE North 34°59'55" West, a distance of 98.11 feet;
THENCE North 09°51'52" East, a distance of 269.64 feet;
THENCE North 22°11'26" East, a distance of 46.84 feet;
THENCE North 09°51'52" EaUnofficial Document 81.41 feet;
THENCE North 35°54'17" West, a distance of 34.24 feet, to the beginning of a non-tangent curve;
THENCE easterly along said curve, having a radius of 1704.48 feet, concave southerly, whose radius bears South 07°51'47" West, through a central angle of 01°19'45", a distance of 39.54 feet, to the curve's end and the **POINT OF BEGINNING**.

Containing 0.2739 acres, or 11,931 square feet of land, more or less.

Subject to existing rights-of-way and easements.

LEGALS\97592-12EasementNo2A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed
ARIZONA, U.S.A.



CURVE	RADIUS	LENGTH	DELTA
C1	1799.48'	330.01'	10°30'27"
C2	1704.48'	39.54'	01°19'45"

LINE	DIRECTION	DISTANCE
L1	N 89°21'25" E	329.97'
L2	S 09°51'52" W	55.00'
L3	S 09°51'52" W	40.12'
L4	N 80°08'08" W	20.00'
L5	S 09°51'52" W	404.02'
L6	S 62°31'33" E	32.26'
L7	S 00°00'20" E	78.53'
L8	N 34°59'55" W	98.11'
L9	N 09°51'52" E	269.64'
L10	N 22°11'26" E	46.84'
L11	N 09°51'52" E	81.41'
L12	N 35°54'17" W	34.24'

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 1-15-98
ARIZONA, U.S.A.

EXHIBIT "C-2"

C.O.S. SEWER EASEMENT NO.2A
01-14-98
WP#97592.12
PAGE 2 OF 2
NOT TO SCALE
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WOOD/PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors
(602) 234-1344

EXHIBIT C-3
Legal Description
Sewer Easement Area No. 2B

A parcel of land lying within Section 35, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of Section 35;
THENCE along the west line of said Section 35, South 00°00'20" East, a distance of 1289.96 feet;
THENCE North 89°59'40" East, a distance of 65.00 feet;
THENCE continuing, North 89°59'40" East, a distance of 464.60 feet;
THENCE North 16°59'03" East, a distance of 18.88 feet, to the **POINT OF BEGINNING**;
THENCE North 69°51'52" West, a distance of 25.08 feet, to the beginning of a non-tangent curve;
THENCE westerly along said curve, having a radius of 601.00 feet, concave southerly, whose radius bears South 10°05'29" West, through a central angle of 01°59'39", a distance of 20.92 feet, to a point of intersection with a non-tangent line;
THENCE North 89°59'40" East, a distance of 26.94 feet;
THENCE North 16°59'03" East, a distance of 116.07 feet;
THENCE North 00°00'20" West, a distance of 452.09 feet;
THENCE North 45°00'00" East, a distance of 42.42 feet;
THENCE South 00°00'20" EaUnofficial Document 74.99 feet;
THENCE South 89°59'40" West, a distance of 10.00 feet;
THENCE South 00°00'20" East, a distance of 410.08 feet;
THENCE South 16°59'03" West, a distance of 125.44 feet, to the **POINT OF BEGINNING**.

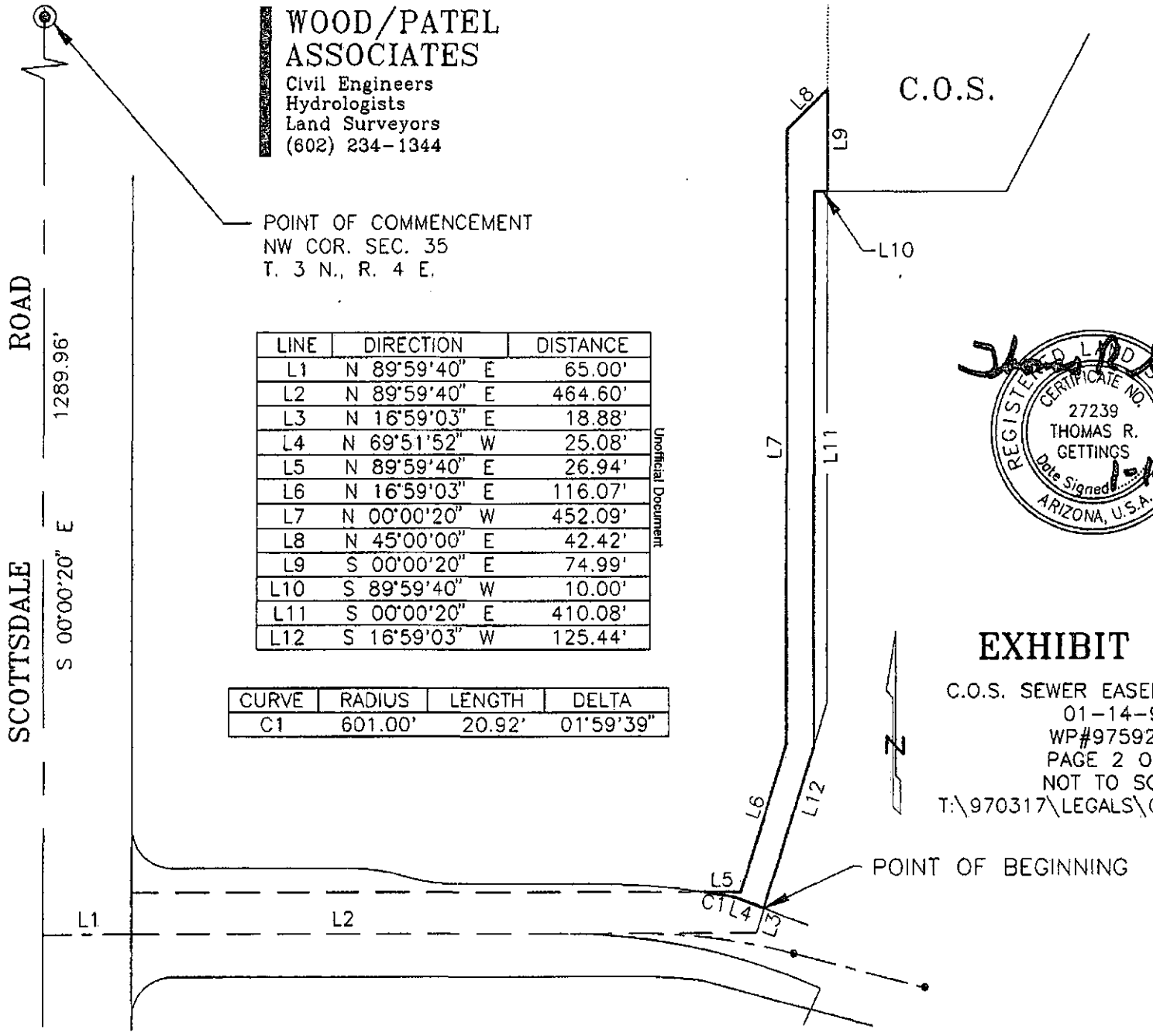
Containing 0.2869 acres, or 12,496 square feet of land, more or less.

Subject to existing rights-of-way and easements.

LEGALS\97592ExhibitC-3.J15

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed
ARIZONA, U.S.A.

WOOD/PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors
(602) 234-1344



LINE	DIRECTION	DISTANCE
L1	N 89°59'40" E	65.00'
L2	N 89°59'40" E	464.60'
L3	N 16°59'03" E	18.88'
L4	N 69°51'52" W	25.08'
L5	N 89°59'40" E	26.94'
L6	N 16°59'03" E	116.07'
L7	N 00°00'20" W	452.09'
L8	N 45°00'00" E	42.42'
L9	S 00°00'20" E	74.99'
L10	S 89°59'40" W	10.00'
L11	S 00°00'20" E	410.08'
L12	S 16°59'03" W	125.44'

CURVE	RADIUS	LENGTH	DELTA
C1	601.00'	20.92'	01°59'39"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 1-16-98
ARIZONA, U.S.A.

EXHIBIT "C-3"

C.O.S. SEWER EASEMENT NO. 2B
01-14-98
WP#97592.12
PAGE 2 OF 2
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Exhibit "D"

Description of Sewer Improvement Plans

City of Scottsdale Water Campus Associated Collection System Southwest Pump Station, Project No. V-3702, Bid Call 98012 (1915E97, 97-2044, 158DR97), prepared by the City of Scottsdale and Greeley and Hansen, dated November, 1997, including all general, landscape, architectural, structural, mechanical, plumbing, HVAC, instrumentation and control, and electrical plans contained in sheets 1-81 thereof.

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Exhibit "E"

Sewer Tap Locations

Gainey Village - COS SW Pump Station - 12.15.97

1. One 10-inch tap - Sta. 11 + 40 - north side
2. One 10-inch tap - Sta. 12 + 00 - south side
3. One 10-inch tap - Sta. 14 + 00 - south side
4. One 10-inch tap - Sta. 14 + 00 - north side
5. One 10-inch tap - Sta. 17 + 00 - west side
6. One 10-inch tap - Sta. 20 + 00 - west side

Unofficial Document

DOWNSIDE RISK

@ GAINEY VILLAGE

8989 N. SCOTTSDALE ROAD, SUITE 608

SCOTTSDALE, AZ 85253

GENERAL NOTES:

1. STUD PARTITIONS SHALL BE ANCHORED AS RESIST A LATERAL LOAD OF 5 P.S.F.
2. ANCHOR BOTTOM PLATE TO SUBFLOOR W/.300" POWER DRIVEN PINS @ 24" O.C.
3. FRAME PARTITION STRAIGHT AND PLUMB WITHIN 1/4" IN 10'-0", BOTH HORIZONTAL & VERTICAL
4. PARTITION LAYOUT SHALL BE 'SQUARE' WITH BUILDING LINES UNLESS NOTED OTHERWISE.
5. ALL CARPENTRY WORK SHALL COMPLY WITH A.W.I. "QUALITY STANDARDS ILLUSTRATED".
6. GYPSUM BOARD END JOINTS SHALL NOT ALIGN WITH OPENING EDGES. USE MAXIMUM PRACTICAL LENGTHS TO AVOID BUTT JOINTS. USE METAL CASING BEADS AND TRIM AT ALL EDGES, CORNERS, DOORS, AND FRAMES. SET SCREWS IN SLIGHT DIMPLE-DO NOT BREAK PAPER. TREAT JOINTS PER GYPSUM BOARD MFG. REQUIREMENTS AND RECOMMENDATIONS.
7. NEW GYP. BD. TO HAVE BUILT UP JOINTS WITH TAPE AND THREE SUCCESSIVE APPLICATIONS OF COMPOUND. DRY AND SAND BETWEEN EACH APPLICATION. WALLS TO TO HAVE SMOOTH TEXTURE.
8. NEW WALLS TO BE PAINTED WITH 1 COAT PVA SEALER AND 2 COATS OF PAINT VERIFY TYPE AND COLOR W/ARCHITECT
9. ADJUST EXISTING FIRE SPRINKLER SYSTEM FOR SUITE CEILING HEIGHTS AND PARTITION LAYOUT. ROTATE HEADS TO CEILING PLANE AND CENTER IN TILE PATTERN. PROVIDE EXTRA PIPING WHERE REQUIRED. FIRE SPRINKLER SYSTEM MUST COMPLY WITH NFPA STANDARD 13 AND LOCAL ORDINANCES. EXIT AND EMERGENCY LIGHTING SYSTEM SHALL COMPLY WITH LOCAL MUNICIPAL ORDINANCES PROVIDE FIRE EXTINGUISHER CABINETS OF SIZE, TYPE AND MOUNTING TYPE AS REQUIRED BY CODE IN ALL SUITES.COORDINATE ALL SPRINKLER WORK WITH PROPERTY MANAGEMENT.
10. ALL REQUIRED EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED IN EXIT DOORS.
11. VERIFY ALL EXISTING CONDITIONS IN THE BUILDING AND COORDINATE WITH THE DRAWINGS PRIOR TO FABRICATION AND CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, NOTIFY ARCHITECT IMMEDIATELY.
12. DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL FOLLOW GIVEN DIMENSIONS AND NOTIFY THE ARCHITECT IF DIMENSIONS ARE INCOMPLETE. REFER TO SHELL BUILDING DRAWINGS FOR INFORMATION REGARDING EXISTING CONDITIONS.
13. DELIVER ALL MANUFACTURED MATERIALS IN THE ORIGINAL PACKAGES, CONTAINERS, OR BUNDLES WITH SEALS UNBROKEN AND BEARING THE NAME AND ID MARK OF THE MANUFACTURER. PROVIDE OWNER WITH MAINTENANCE MANUAL, WARRANTY CERTIFICATE AND INFORMATION PACKAGE ON ALL EQUIPMENT INSTALLED IN THE PROJECT.
14. WORKMANSHIP, METHODS, AND OPERATIONS SHALL CONFORM THE BEST STANDARD AND ACCEPTED PRACTICES OF THE TRADES INVOLVED AND SHALL INCLUDE ALL ITEMS OF FABRICATION, CONSTRUCTION OR INSTALLATION REQUIRED FOR COMPLETION AND SUCCESSFUL OPPERATION AS INTENDED. PROVIDE AN ADDITIONAL GALLON OF EACH COLOR PAINT TO OWNER FOR TOUCH-UP WORK.
15. ALL WORK SHALL BE EXECUTED BY MECHANICS SKILLED IN THEIR RESPECTIVE LINES OF WORK.
16. PROTECT ALL EXISTING STOREFRONTS AN WINDOWS DURING CONSTRUCTION AND REPLACE IF DAMAGED.
17. DO NOT DRILL, CUT OR ALTER ANY STRUCTURAL MEMBER.

GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA DOCUMENT A-201, 1997 EDITION SHALL APPLY TO WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THE OWNER- CONTRACTOR AGREEMENT AND THE SUPPLEMENTARY CONDITIONS

CONTRACT CONDITIONS
NEITHER OWNER NOR ARCHITECT ASSUME RESPONSIBILITY FOR REPRESENATATIONS MADE BY THEIR REPRESENATIVES PRIOR TO EXECUTION OF THE AGREEMENT UNLESS: (1) SUCH REPRESENATIVES ARE STATED IN THE AGREEMENT, AND (2) THE AGREEMENT PROVIDES THAT RESPONSIBILITY IS ASSUMED BY THE OWNER.

FAILURE OF THE CONTRACTOR TO ACQUAINT HIMSELF WITH ALL AVAILABE INFORMATION CONCERNING THESE CONDITIONS WILL NOT RELIEVE HIM FROM RFESPONSIBILITY FOR PROPERLY ESTIMATING THE SCOPE OF THE WORK.

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS AND OR DISCREPANCIES BEFORE PROCEEDING WITH THE WORK

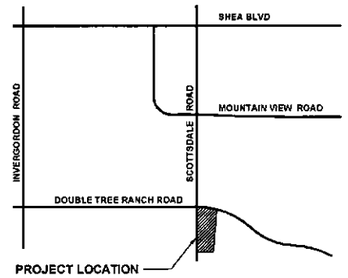
ARCHITECT'S SERVICES REQUIRED TO CORRECT CONTRACTOR ERRORS OR OMISSIONS DUE TO CHANGES REQUIRED BY CONTRACTOR REQUESTED SUBSTITUTE METHODS OR MATERIALS WILL BE PROVIDED AT STANDARD HOURLY RATES AND PAID FOR BY CONTRACTOR.

CITY OF SCOTTSDALE CODES:

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ADOPTING ORDINANCES:
- 2006 INTERNATIONAL BUILDING CODE (ORD 3735)
- 2006 INTERNATIONAL MECHANICAL CODE (ORD 3737)
- 2006 INTERNATIONAL PLUMBING CODE (ORD 3711)
- 2005 NATIONAL ELECTRICAL CODE (ORD 3736)
- 2006 INTERNATIONAL FIRE CODE (ORD 3738)
- 2006 INTERNATIONAL ENERGY CONSERVATION CODE
- 2003 ANSI A117.1
- 1991 ADAAS

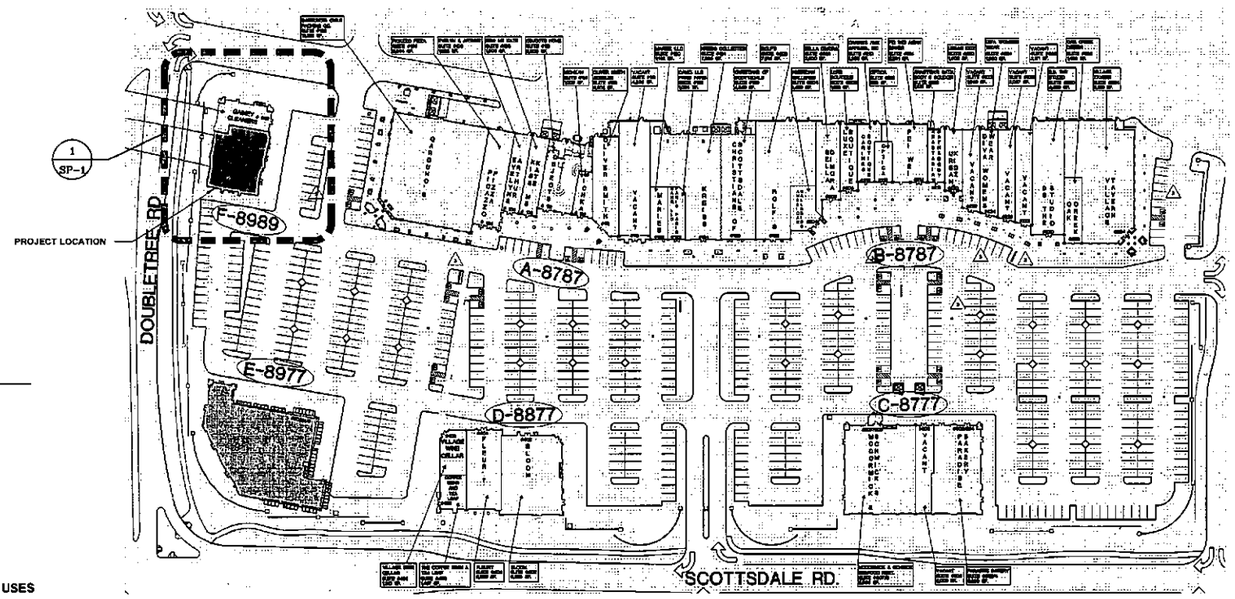
CITY OF SCOTTSDALE PLANNING NOTES:

1) ALL SIGNS REQUIRE SEPARATE PERMITS AND APPROVALS.
2) NO EXTERIOR VENDING OR DISPLAY SHALL BE ALLOWED.
3) ALL EXTERIOR MECHANICAL, UTILITY AND COMMUNICATIONS EQUIPMENT SHALL BE SCREENED TO THE HEIGHT OF THE TALLEST UNIT BY PARAPET OR SCREEN WALL THAT MATCHES THE ARCHITECTURAL COLOR AND ARCHITECTURAL FINISH OF THE BUILDING. GROUND MOUNTED MECHANICAL, UTILITY AND COMMERCIAL EQUIPMENT SHALL BE SCREENED BY A SCREEN WALL THAT MATCHES THE ARCHITECTURAL COLOR AND ARCHITECTURAL FINISH OF THE BUILDING, WHICH IS A MINIMUM OF 1'-0" HIGHER THAN THE HEIGHEST POINT OF THE TALLEST UNIT.
4) ALL EQUIPMENT, UTILITIES OR OTHER APPURTENANCES ATTACHED TO THE BUILDING SHALL BE AN INTEGRAL PART OF THE BUILDING DESIGNIN TERMS OF FORM, COLOR AND TEXTURE.



NORTH

LOCATION MAP
NO SCALE



NORTH

GAINEY VILLAGE PLAN
SCALE: 1" = 80'-0"

PROJECT DATA

DESCRIPTION:	REMODEL OF EXISTING BANK SPACE FOR NEW RESTAURANT
PARCEL NUMBER:	174-29-143B
ZONING:	C-2 P.C.D.
SITE AREA:	14.3 ACRES
BUILDING AREA:	6,458 S.F.
TENANT AREA:	4,261 S.F. (THIS PROJECT)
BUILDING TYPE:	V-B FULLY SPRINKLERED
OCCUPANCY:	A-2 (RESTAURANT) / B (KITCHEN), NON-SEPARATED USES
OCCUPANT LOAD:	INDOOR- OUTDOOR-
FIRE ALARMS:	EXISTING
OWNER :	GAINEY VILLAGE RETAIL CENTER, LLC 801 GRAND AVENUE DES MOINES, IA 50392
OWNER CONTACT:	DWL REAL ESTATE SERVICES (480) 767-9037
CONTRACTOR:	- - - -

MECH/PLUMB ENGINEER

MECHNOVATION, INC.
6703 N. 11TH AVENUE
PHOENIX, ARIZONA 85013
(602) 502-7088

ELECTRICAL ENGINEER

ASSOCIATED ENGINEERING
11410 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
(602) 274-8988

STRUCTURAL ENGINEER

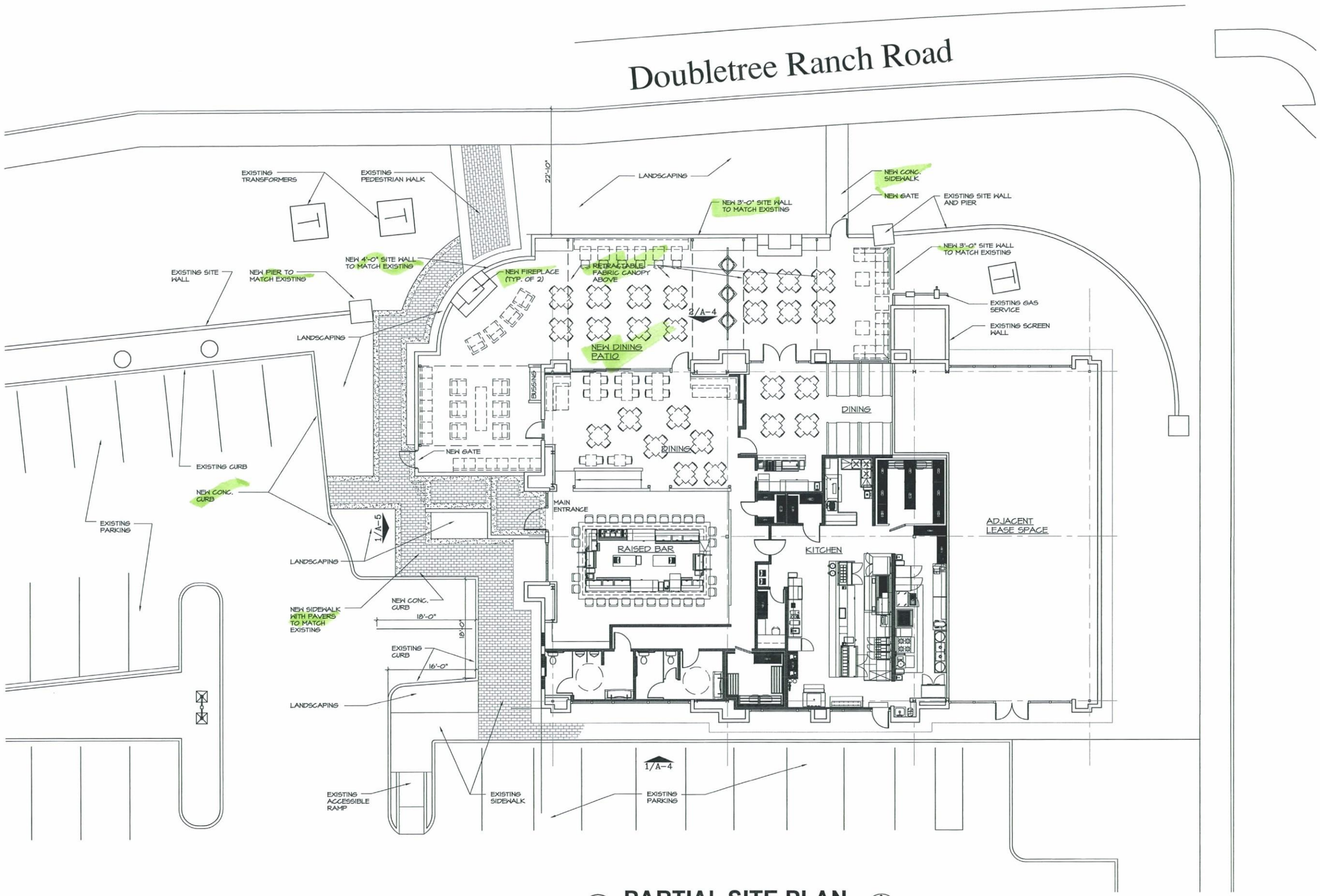
TLCP STRUCTURAL, INC.
3040 N. 44TH STREET, SUITE 1
PHOENIX, AZ 85018
(602) 553-8155

ARCHITECT

SIXTY FIRST PLACE ARCHITECTS

7120 E. INDIAN SCHOOL RD, STE L
SCOTTSDALE, ARIZONA 85251
PHONE (480) 947-6844
FAX (480) 947-9518

100413 11/8/10 PANDENONIO DUE @ GAINEY VILLAGE



1 PARTIAL SITE PLAN

SCALE: 1/8" = 1'-0"

NORTH

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DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA
PARTIAL SITE PLAN

REVISIONS

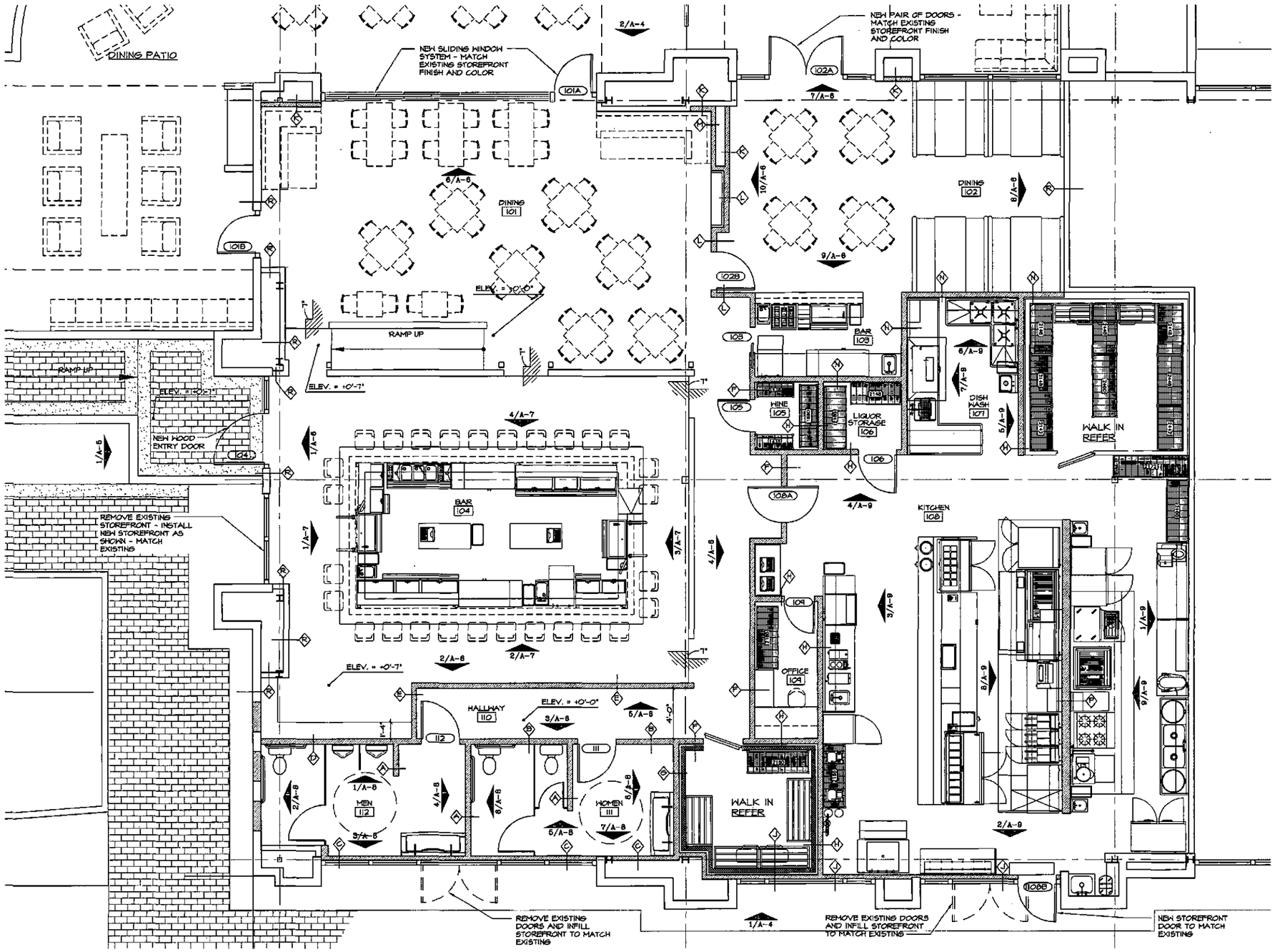
DATE

SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032

DATE 11/9/11

SHEET NO. SP-1



1 FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

WALL TYPES

- A — 1 1/2" x 3 5/8" 25 GA. METAL STUDS WITH CERAMIC TILE ON THINSET MORTAR ON 5/8" BACKER BOARD ON BOTH SIDES
- B — 1 1/2" x 3 5/8" 25 GA. METAL STUDS WITH CERAMIC TILE ON THINSET MORTAR ON 5/8" BACKER BOARD ON RESTROOM SIDE. THINK BRICK ADHERED VENEER SET WITH MORTAR ON 5/8" BACKER BOARD ON HALL SIDE.
- C — 1 1/2" x 3 5/8" 25 GA. METAL STUDS WITH CERAMIC TILE ON THINSET MORTAR ON 5/8" BACKER BOARD ON ONE SIDE
- D — 1 1/2" x 3 5/8" 25 GA. METAL STUDS WITH CERAMIC TILE ON THINSET MORTAR ON 5/8" BACKER BOARD ON RESTROOM SIDE. STAINED WOOD VENEER PLYWOOD ON BAR SIDE
- E — 1 1/2" x 3 5/8" 25 GA. METAL STUDS STAINED WOOD VENEER PLYWOOD ON BOTH SIDES
- F — 1 1/2" x 3 5/8" 25 GA. METAL STUDS THINK BRICK ADHERED VENEER SET WITH MORTAR ON 5/8" BACKER BOARD ON BAR SIDE. 5/8" TYPE 'X' GYP.BD. PAINTED ON OFFICE SIDE
- G — 1 1/2" x 3 5/8" 25 GA. METAL STUDS WITH CERAMIC TILE ON THINSET MORTAR ON 5/8" BACKER BOARD ON RESTROOM SIDE. 5/8" TYPE 'X' GYP.BD. ON OTHER SIDE
- H — 1 1/2" x 3 5/8" 25 GA. METAL STUDS 5/8" TYPE 'X' GYP.BD. ON BOTH SIDES.
- J — 1 1/2" x 3 5/8" 25 GA. METAL STUDS 5/8" TYPE 'X' GYP.BD. ON ONE SIDE.
- K — 1 1/2" x 3 5/8" 25 GA. METAL STUDS STAINED WOOD VENEER PLYWOOD ON ONE SIDE.
- L — 1 1/2" x 3 5/8" 25 GA. METAL STUDS THINK BRICK ADHERED VENEER SET WITH MORTAR ON 5/8" BACKER BOARD ON BAR SIDE. STAINED WOOD VENEER PLYWOOD ON ONE SIDE.
- M — 1 1/2" x 3 5/8" 25 GA. METAL STUDS THIN BRICK ADHERED VENEER ON ONE SIDE.
- N — 1 1/2" x 3 5/8" 25 GA. METAL STUDS STAINED WOOD VENEER PLYWOOD ON ONE SIDE. 5/8" TYPE 'X' GYP.BD. ON ONE SIDE
- P — 1 1/2" x 5 1/2" 25 GA. METAL STUDS 5/8" TYPE 'X' GYP.BD. ON BOTH SIDES.
- R — EXISTING WALL WITH NEW THIN BRICK ADHERED VENEER ON ONE SIDE.

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DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA
FLOOR PLAN

REVISIONS

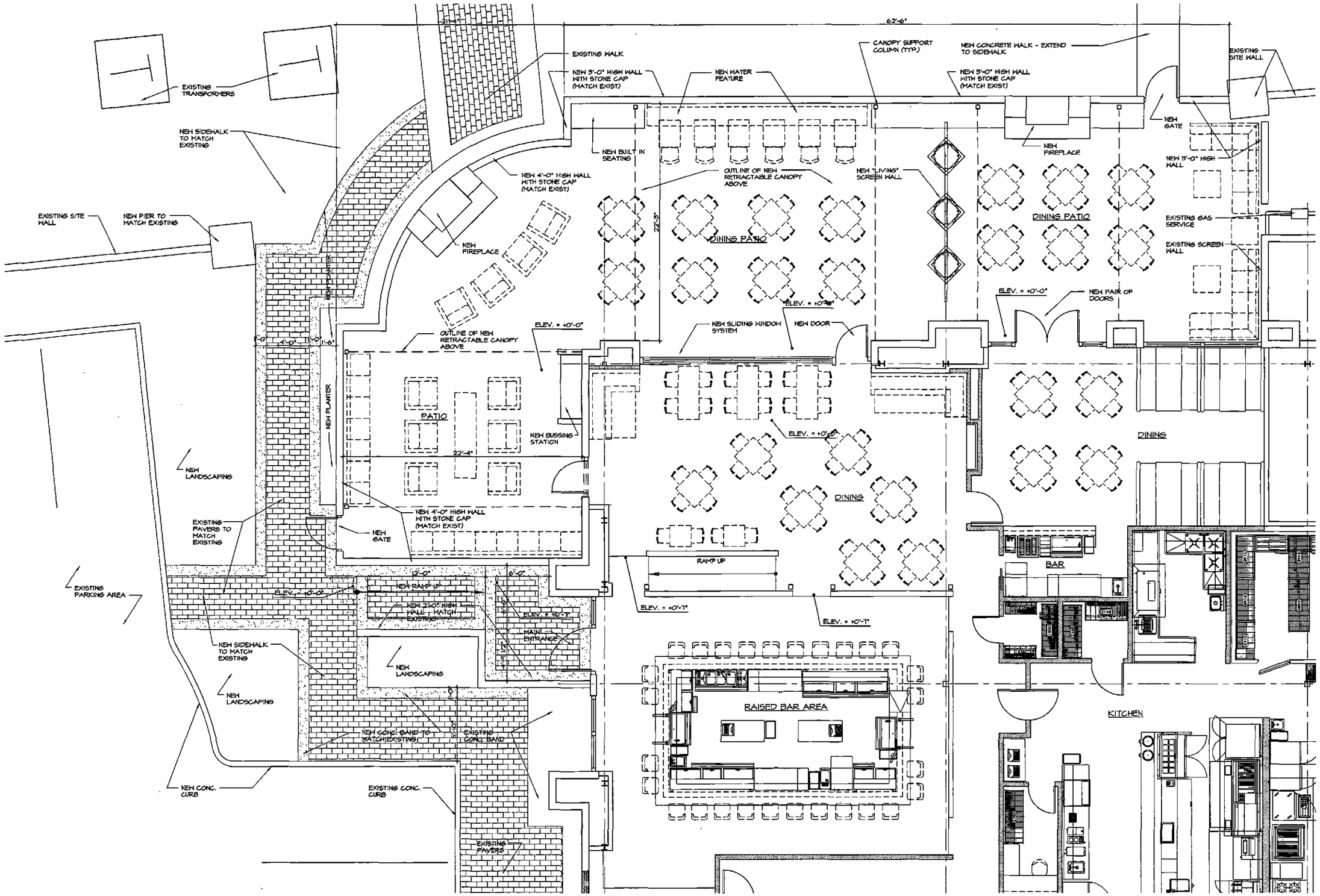
DATE

SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032

DATE 11/9/11

SHEET NO. A-1



1 **PATIO PLAN**
SCALE: 1/4" = 1'-0"

NORTH

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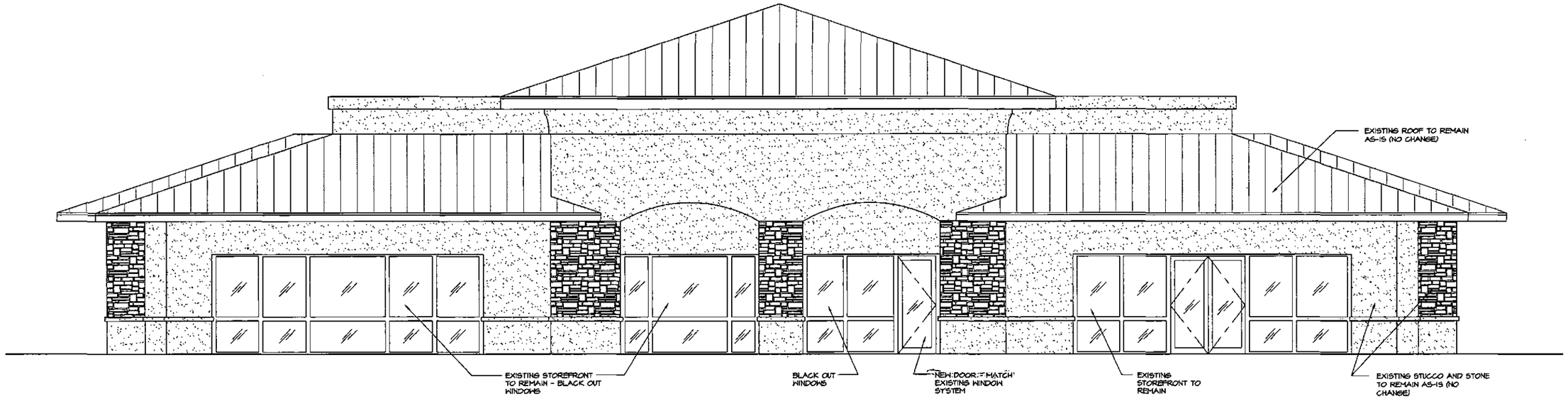
DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA
PATIO PLAN

REVISIONS
DATE

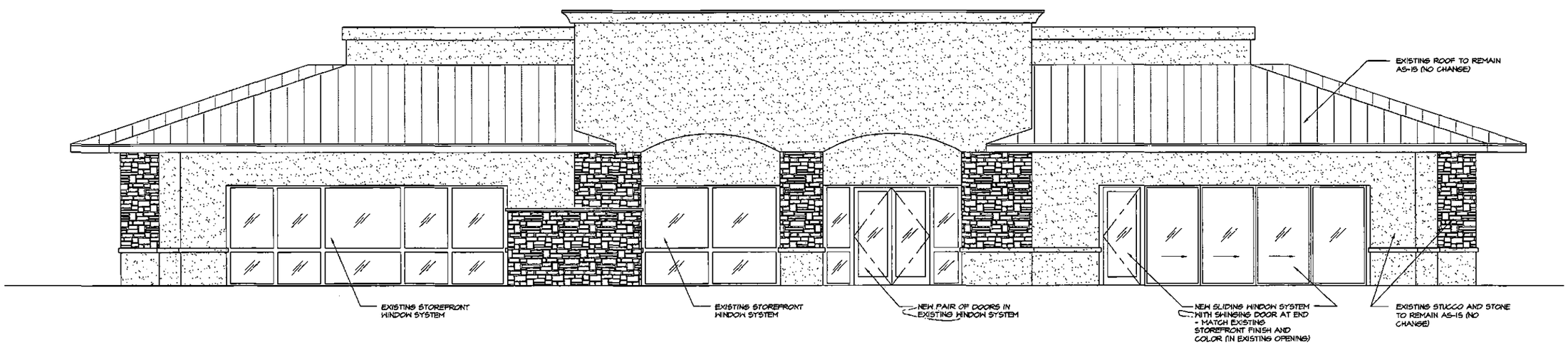
SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032
DATE 11/9/11
SHEET NO. A-2



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

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DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA
EXTERIOR ELEVATIONS

REVISIONS

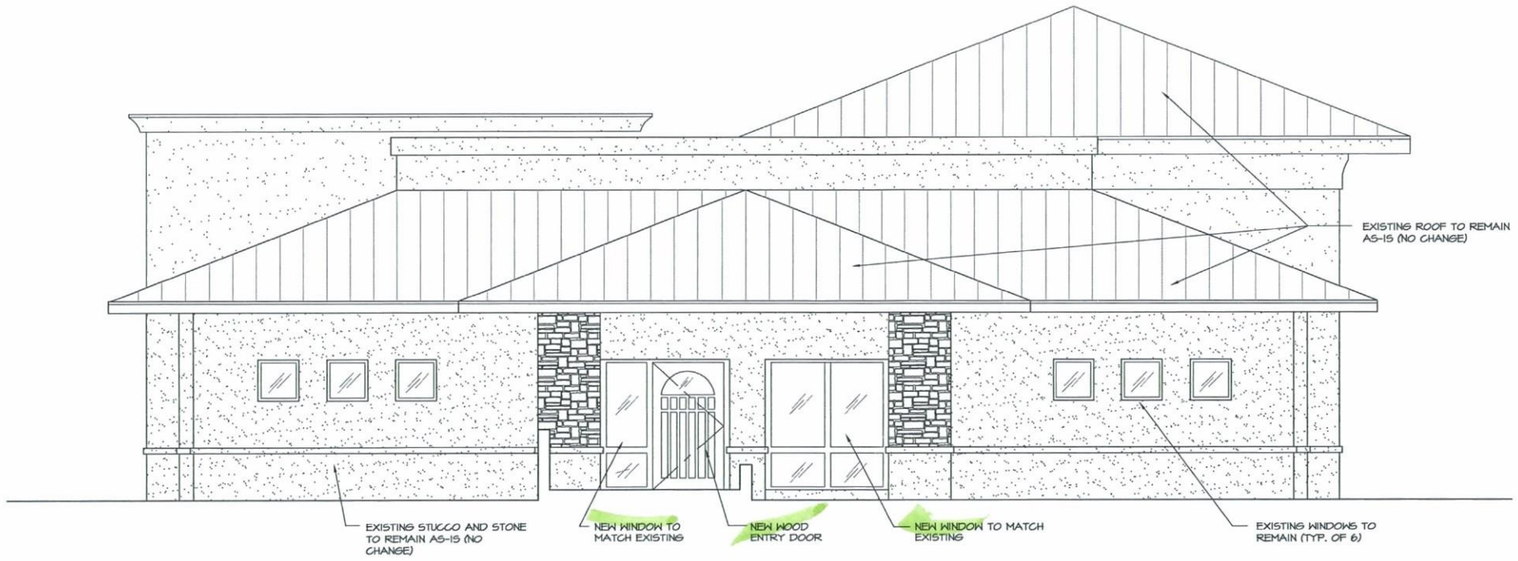
DATE

SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032

DATE 10/27/11

SHEET NO. A-4



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"

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DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA
EXTERIOR ELEVATIONS

REVISIONS

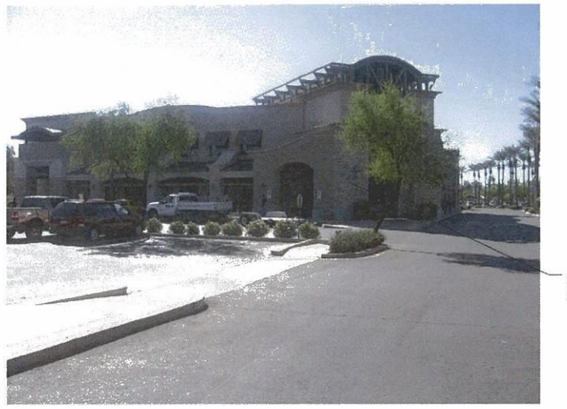
DATE	

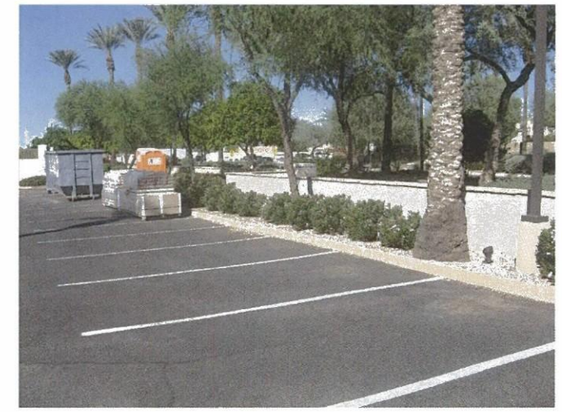
SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032

DATE 10/27/11

SHEET NO. A-5





3 NW CORNER LOOKING NORTH

2 NW CORNER LOOKING WEST

1 NW CORNER LOOKING NORTHWEST

6 SW CORNER LOOKING EAST

5 SW CORNER LOOKING NORTH

4 SW CORNER LOOKING NORTHEAST

9 NW CORNER LOOKING EAST

8 NW CORNER LOOKING EAST

7 NW CORNER LOOKING SOUTHEAST

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DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA

EXISTING CONDITION PHOTOGRAPHS

REVISIONS
DATE

SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032

DATE 10/27/11

SHEET NO. EXIST-1

2 NE CORNER LOOKING SOUTH

1 NE CORNER LOOKING SOUTHWEST

5 NORTHERN EXPOSURE LOOKING EAST

4 NORTHERN EXPOSURE LOOKING WEST

8 NE CORNER LOOKING EAST AT ENTRY DRIVE

7 NORTHERN EXPOSURE LOOKING NORTHEAST

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DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA

EXISTING CONDITION PHOTOGRAPHS

REVISIONS

DATE

SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032

DATE 10/27/11

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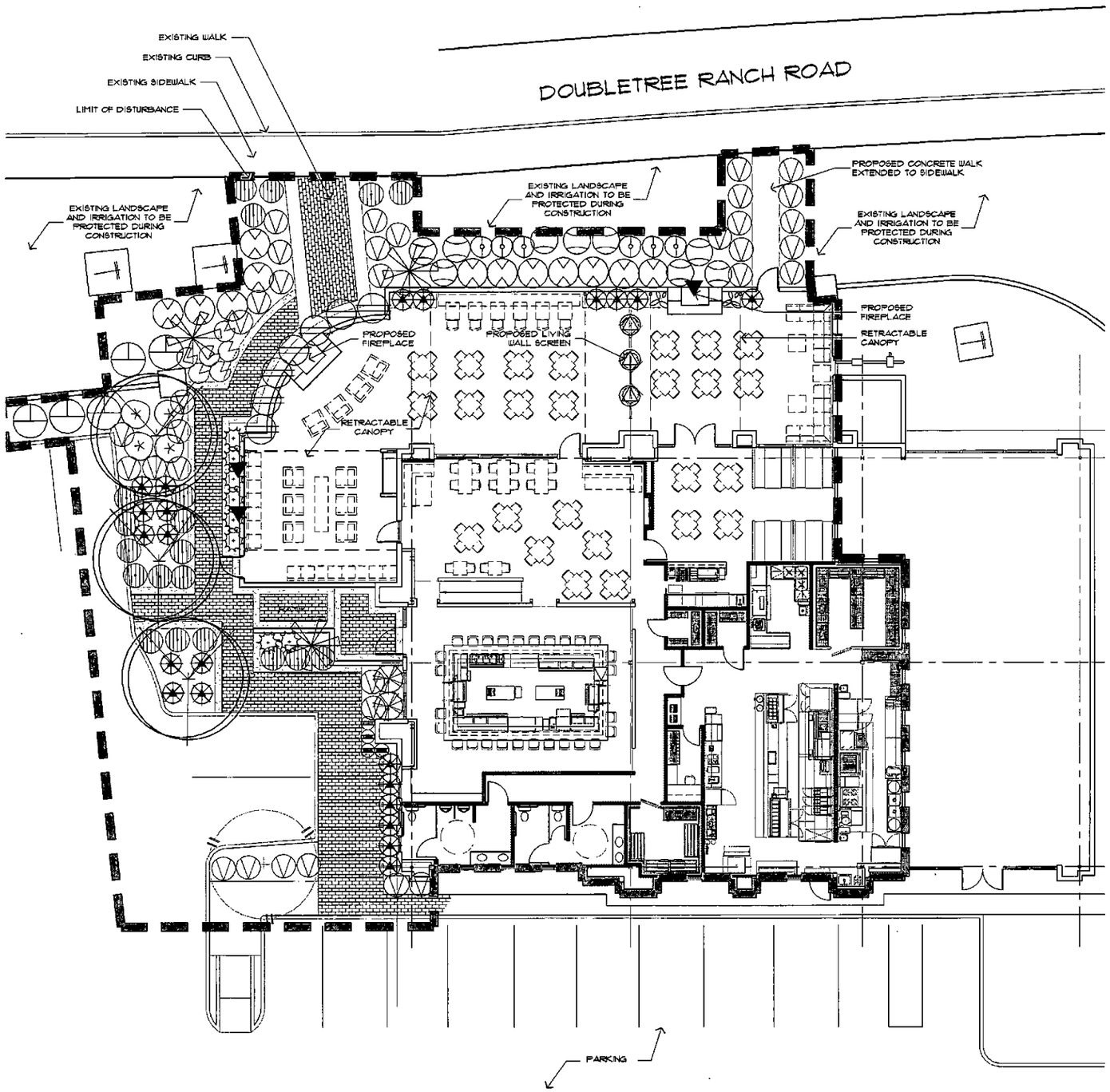

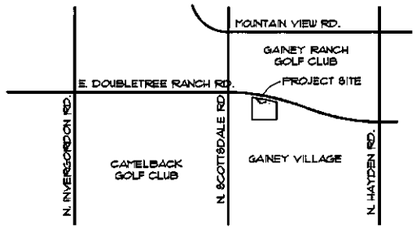

VICINITY MAP
NOT TO SCALE
NORTH

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
	TREES				
	Existing Tree	Existing Tree	N/A	1	To Be Protected In Place
	Quercus virginiana 'Cathedral'	Cathedral Live Oak	36" Box	3	Standard Trunk, Dense Canopy
	ACCENTS				
	Aloe x 'Blue Elf'	Blue Elf Aloe	5-Gal	22	As Per Plan
	Aloe vera	Medicinal Aloe	5-Gal	8	As Per Plan
	Phoenix roebelenii	Pygmy Date Palm	24" Box	3	As Per Plan
	Hesperaloe fulifera	Giant Hesperaloe	5-Gal	2	As Per Plan
	Pedilanthus macrocarpus	Slipper Plant	5-Gal	2	As Per Plan
	SHRUBS				
	Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush	5-Gal	7	As Per Plan
	Dodonaea viscosa	Hopseed Bush	5-Gal	12	As Per Plan
	Nerium oleander 'Petite Pink'	Petite Pink Oleander	5-Gal	9	As Per Plan
	Rosa banksiae	Lady Banks Rose	5-Gal	3	Trained to Living Screen
	Rosmarinus officinalis	Rosemary	5-Gal	6	As Per Plan
	Ruellia brittoniana	Ruellia	5-Gal	4	As Per Plan
	Tecoma stans	Yellow Bells	5-Gal	5	As Per Plan
	Tecoma stans 'Orange Jubilee'	Orange Jubilee	5-Gal	3	Espalier To Wall
	GROUND COVERS				
	Lantana 'Lavender Ice'	Pur/White Lantana	1-Gal	20	As Per Plan
	Lantana 'New Gold'	New Gold Lantana	1-Gal	34	As Per Plan
	Ruellia spp. 'Katie'	Katie Ruellia	1-Gal	4	As Per Plan
	Zephyranthes candida	Rain Lily	1-Gal	6	As Per Plan

CONCEPTUAL GENERAL NOTES

1. CONCEPTUAL LANDSCAPE PLAN IS SCHEMATIC IN NATURE. AT THE TIME OF LANDSCAPE CONSTRUCTION DRAWINGS ACTUAL LOCATIONS, QUANTITIES, SIZES, AND SPECIES SHALL BE DETERMINED AND WILL BE PER CITY OF SCOTTSDALE CODES.
2. ALL TREES USED WITHIN THIS PROJECT SHALL BE NURSERY GROWN OR SALVAGED FROM ON SITE. EXACT LOCATIONS AND QUANTITIES SHALL BE DETERMINED ON LANDSCAPE CONSTRUCTION DRAWINGS.
3. ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC IRRIGATION SYSTEM.
4. ALL PLANT MATERIAL SHALL BE INSTALLED PER CITY OF SCOTTSDALE REQUIREMENTS. PLANT MATERIAL INSTALLED WITHIN SIGHT DISTANCE TRIANGLES SHALL BE OF A SPECIES THAT DOES NOT GROW TO A HEIGHT OF MORE THAN 30" AND SHALL BE MAINTAINED PER CITY OF SCOTTSDALE REQUIREMENTS.
5. ALL NON-TURF AREAS SHALL RECEIVE A 2" DEPTH OF DECOMPOSED GRANITE.
6. REFER TO THE ENGINEERING PLANS FOR ACTUAL GRADING AND DRAINAGE CONFIGURATIONS.
7. ALL EARTHWORK WILL BE DONE TO DRAIN AWAY FROM SIDEWALKS AND STRUCTURES.
8. ADDITIONAL PLANT MATERIAL MAY BE INTRODUCED AS DIFFERENT VARIETIES BECOME AVAILABLE THROUGH LOCAL NURSERIES AND IF THEY ARE CONSISTENT WITH THE OVERALL THEME OF THIS PROJECT.

PRELIMINARY
NOT FOR CONSTRUCTION

NORTH

SCALE: 1/8" = 1' - 0"
0 4 8 16

BLUE STAKE
Call before you Dig
602-263-1100
Avoid cutting underground utility lines. It's easy!

Neill /Vecchia & Associates, Inc.
Landscape Architecture
Irrigation Systems
Native Plant Analysis
Land Planning Urban Design
3295 N. DRINKWATER BLVD, #11 - SCOTTSDALE, AZ 85251
Phone (480) 945-7727 - Fax (480) 945-2655

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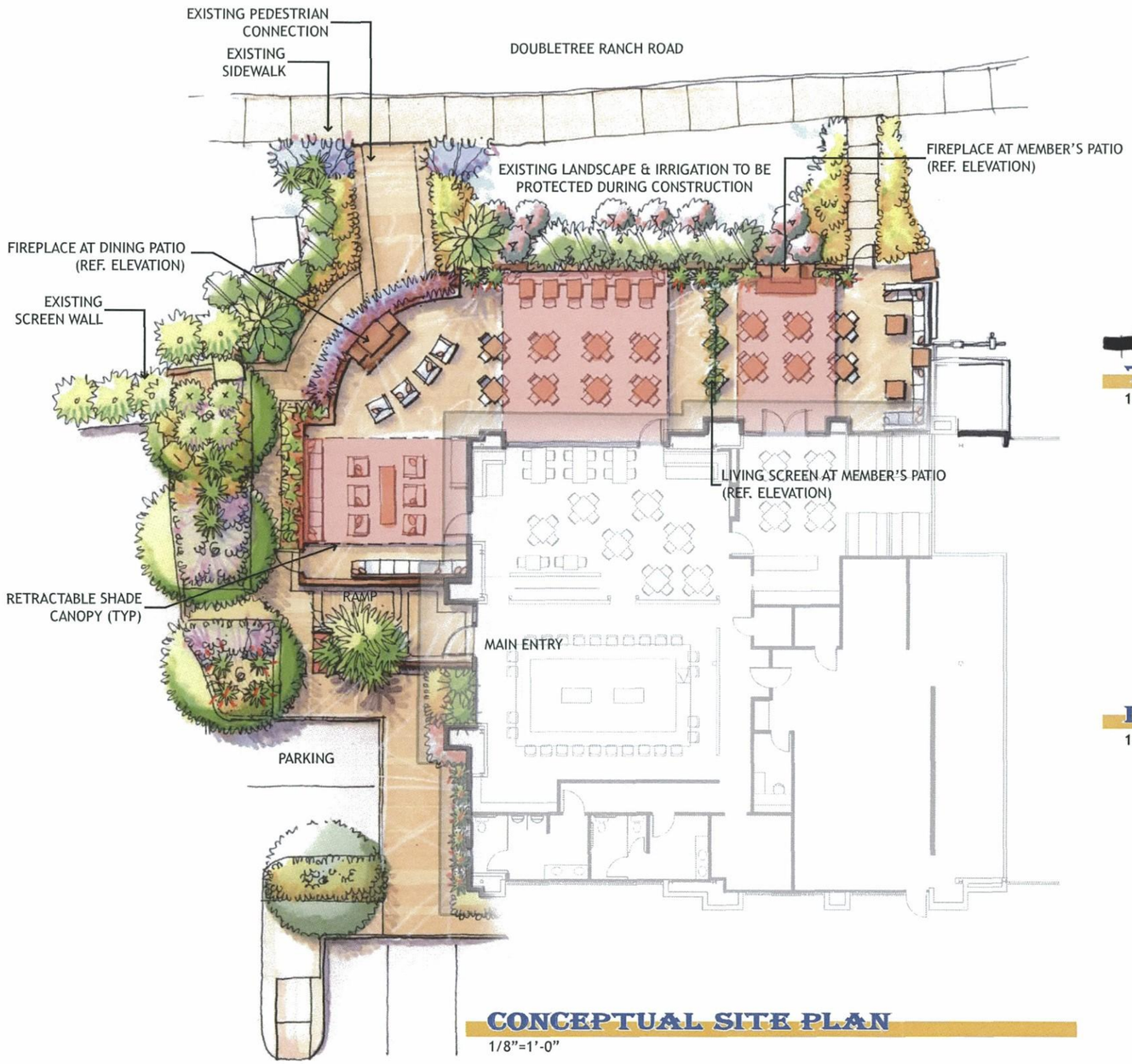
DOWNSIDE RISK
GAINEY VILLAGE
SCOTTSDALE, ARIZONA
PROPOSED LANDSCAPE PLAN

Registered Landscape Architect
CERTIFICATE NO. 28384
JAMES TODD NEILL
ARIZONA U.S.A.
EXPIRES 3/31/2012

REVISIONS
DATE

SIXTY FIRST PLACE ARCHITECTS

JOB NUMBER 11032
DATE 11/8/11
SHEET NO. LS-1



CONCEPTUAL SITE PLAN

1/8"=1'-0"

TYPICAL FIREPLACE ELEVATION

1/2"=1'-0"

LIVING SCREEN AT MEMBER'S PATIO

1/2"=1'-0"

PLANT PALETTE

TREES	
Existing Tree	Existing Tree
Quercus virginiana 'Cathedral'	Cathedral Live Oak
ACCENTS	
Aloe x 'Blue Elf'	Blue Elf Aloe
Aloe vera	Medicinal Aloe
Phoenix roebelenii	Pygmy Date Palm
Hesperaloe fulifera	Giant Hesperaloe
Pedilanthus macrocarpus	Slipper Plant
SHRUBS	
Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush
Dodonaea viscosa	Hopseed Bush
Nerium oleander 'Petite Pink'	Petite Pink Oleander
Rosa banksiae	Lady Banks Rose
Rosmarinus officinalis	Rosemary
Ruellia brittoniana	Ruellia
Tecoma stans	Yellow Bells
Tecoma stans 'Orange Jubilee'	Orange Jubilee
GROUNDCOVERS	
Lantana 'Lavender Ice'	Pur/White Lantana
Lantana 'New Gold'	New Gold Lantana
Ruellia spp. 'Katie'	Katie Ruellia
Zephyranthes candida	Rain Lily

SIXTY FIRST PLACE ARCHITECTS

DOWNSIDE RISK

PRELIMINARY LANDSCAPE PLAN

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Irrigation Systems
Native Plant Analysis
Land Planning / Urban Design

NOVEMBER 9, 2011