

All Pre-application Docs  
Association Cases  
Receipts

# Orchid Tree Site

# Case History

APN 173-43-006E

6801 E Camelback Rd

SEC 68th Street and Camelback Road

QS 17-44

Area 365,079 SQ FT

Gross Acres 9.9

## General Site Information

**APN:** 173-43-006E  
**Address:** 6801 E CAMELBACK RD APT 201, 85251  
SEC 68th Street and Camelback Road  
**QS:** 17-44  
**Area:** 365,079.90SQ FT; 9.9 gross acres  
**Adopted:** R1-18 in 1962

### General Plan/Land Use: Urban Neighborhoods<sup>i</sup>

This category includes areas of multi-family dwellings/apartments. Densities in Urban Neighborhoods are usually more than eight dwellings per acre. These high-density uses are generally located near retail centers, offices, or other compatible non-residential uses. Care must be taken to minimize impacts on other residential areas and to provide adequate circulation to accommodate the traffic volumes. Access to transportation choices (e.g. pedestrian, bicycle, transit, etc.) is a key consideration for urban neighborhoods. Areas containing high-density residential development should have minimal environmental constraints.

**Land Use:** Office Commercial  
**Zoning:** S-R (Service Residential)  
**Character Type:** Downtown<sup>ii</sup>  
**Character Area:** Downtown<sup>iii</sup>  
**Streetscape Map:** Suburban  
**Growth Area Map:** Growth Area<sup>iv</sup>

Areas where future development is focused – mixed uses and multi-modal transportation are most appropriate in these areas.

**Mobility Systems Map:** Regional System<sup>v</sup>



with 66-ZN-64 were notified of the new right of way requirements and signed the necessary easements. The Right of Way Agent told the property owners their new zoning would become effective on April 6, 1965. They have given approximately 65,000 sq ft for right of way.

- 6. Case number:** **34-ZN-1965**  
 \*related to 8-UP-1965  
 Request: Rezone S-R to C-1 zoning for construction of a service station on the NWC of property.  
**Status:** **Withdrawn**  
 Planning Commission: Denial; August 9, 1965
- 7. Case number:** **8-UP-1965**  
 \*related to 34-ZN-1965  
 Applicant/Owner: Laverne Ross Frisk  
 Request: Use Permit for construction of a service station on the NWC of property.  
**Status:** **Withdrawn**
- 8. Case number:** **15-CI-1966**  
 Request: Commission Initiative; missing information
- 9. Case number:** **17-Z-1968**  
 Request: Rezoning request from S-R to C-3 to construct an office complex and specialty shops.  
**Status:** **Withdrawn**  
 Staff recommendation: Denial  
 Planning Commission: Denial; August 27, 1968  
 City Council Meeting: Withdrawn; September 17, 1968  
 Development Standards: Gross lot area - 427,715  
 Lot dimensions – width 653 ft, depth, 655 ft  
 Front setback – 20 ft  
 Rear setback – 62 ft  
 Side setback – North 20 ft; South 100 ft  
 Building height – 2 stories  
 Off street parking – 410 spaces
- 10. Case number:** **13-SP-1969/ 13-DR-1969**  
 Request: Site plan to development a 273 unit apartment complex.  
 Applicant: W.R. Schulz & Assoc.  
**Status:** **Approval**  
 Planning Commission: Approval; May 27, 1969  
 City Council Meeting: Approval; June 3, 1969

- 11. Case number:** **9-BA-1976**  
**Request:** To construct storage buildings on a site which would thereby add to a non-conforming land use in lieu of only reasonable repairs and alterations being allowed.  
**Status:** **Approval**  
**Board of Adjustment:** Approved the variance provided that the building did not exceed 800 SF; February 4, 1976.
- 12. Case number:** **3-BA-1977**  
**Request:** To construct storage shed on the property line in lieu of the required 15' setback, a variance of 15'.  
**Status:** **Approval**  
**Board of Adjustment:** Approval; January 5, 1977.
- 13. Case number:** **139-BA-1979**  
**Request:** Wall sign variance, missing information.
- 14. Case number:** **11-DR-1992**  
**Request:** Camelback Road improvements from 68<sup>th</sup> St to Scottsdale Rd. Additional of 3<sup>rd</sup> eastbound lane and underground water wells.  
**Owner:** City of Scottsdale
- 15. Case number:** **7-GP-1994**  
**Request:** Amend land use element of Downtown Plan by incorporation of two additional areas.  
**Additional Info:** Study site not included.
- 16. Case number:** **95-SA-2000**  
**Case name:** Orchid Tree  
**Date submitted:** May 30, 2000  
**Case description:** Install communications cabinet in apartment complex.  
**Status:** **Approved**  
**Applicant:** One Point Communication, Scottsdale, AZ  
**Staff approval:** May 30, 2000  
**City Council Meeting:** None
- 17. Case number:** **1-GP-2006**  
**Case name:** Orchidtree Redevelopment  
**Date submitted:** February 16, 2006  
\*related to 2-ZN-2006

Case description: A non-major General Plan Amendment to incorporate this property into the Downtown Land Use Plan.

**Status:** **Withdrawn**, June 14, 2008

Pre-App #: 436-PA-2005

Zoning: S-R (no change)

Applicant: Berry & Damore, LLC

Owner: OP Property Management LLC

Architect: Ellerman, Schick & Bruno

Contact: John Berry, 480-385-2727

Coordinator: Erin Perreault

City Council Meeting: None

Request: Request to maintain the "urban Neighborhoods" land use designation and requests that the subject property be incorporated into the Downtown Character Plan boundaries under the Residential High Density – Intermediate Development Type 2 (RHD-2) character plan land use category.

Request to change from suburban to urban streetscape.

No change to conceptual land use map, designation remains Urban Neighborhoods.

No change to character type, designation remains Downtown.

Addition Info: The proposed inclusion of the subject property's existing "Urban Neighborhoods" designation is the most intense of the residential land use categories and anticipates "high density uses, generally located near retail centers, offices, or other compatible non-residential uses".

#### 18. Case number:

**2-ZN-2006**

\*related to 1-GP-2006

Case name: Orchidtree Redevelopment

Date submitted: 2/16/2006

Case description: This request is to rezone from Service Residential District (S-R) to Downtown-Residential High Density Type 2, Planned Block Development, Downtown Overlay (D/RHD-2 PBD DO) in order to develop a 353 unit luxury condominium development.

**Status:** **Active**

Pre-App #: 436-PA-2005

**Current Zoning:** **S-R**

**Proposed Zoning:** **D/RHD-2 PBD DO**

Applicant: Berry & Damore, LLC

Owner: OP Property Management LLC

Contact: John Berry, 480-385-2727

Coordinator: Mac Cummins  
 City Council Meeting: None  
 Request: To rezone site from Service Residential(S-R) to Downtown-Residential High Density Type 2 with PBD and Downtown overlay (D-RHD-2-PBD-DO). This request is a companion to the proposed minor general plan amendment which would change the boundaries of the Downtown Plan to incorporate the property and change the General Plan land use designation from Urban Neighborhoods to a Downtown Character Plan designation of Residential/Hotel – Intermediate Development Type 2 (RH-2).

**19. Case number:****10-ZN-2007**

\*related to 3-GP-2007

Case name: Orchidtree  
 Date submitted: July 19, 2007  
 Case description: Request to rezone from Service Residential (S-R) to Downtown-Residential High Density Type 2 with Planned Block Development and Downtown Overlay (D-RHD-2-PBD-DO).

**Status: Expired**

Current Zoning: S-R  
 Proposed Zoning: D-RHD-2-PBD-DO  
 Applicant: Berry & Damore, LLC  
 Owner: ICP  
 Contact: John Berry, 480-385-2727  
 Architect: Heller-Manus Architects  
 Coordinator: Dan Symer  
 City Council Meeting: None  
 Request: Request to rezone from Service Residential (S-R) to Downtown-Residential High Density Type 2 with Planned Block Development and Downtown Overlay (D-RHD-2-PBD-DO). The proposed rezoning, if approved, will result in the development of an approximately 260 unit urban luxury condominium development, small scale limited commercial retail and amenities. This request is a companion to a proposed non-major General Plan Amendment from Urban Neighborhood to Mixed-Use Neighborhood designation and that the property is incorporated into the Downtown Character Plan area under the Residential/Hotel-Intermediate Development Type 2 (RH-2).

**20. Case number:****3-GP-2007**

\*related to 10-ZN-2007

Case name: Orchidtree  
 Date submitted: 7/20/2007

**Case description:** Request a non-major General Plan Amendment from Urban Neighborhood to Mixed-Use Neighborhood designation and that the property is incorporated into the Downtown Character Plan area under the Residential/Hotel-Intermediate Development Type 2 (RH-2). This case was submitted with a rezoning request to rezone from Service Residential (S-R) to Downtown-Residential High Density Type 2 with Planned Block Development and Downtown Overlay (D-RHD-2-PBD-DO).

**Status:** **Expired**  
**Applicant:** Berry & Damore, LLC  
**Owner:** ICP  
**Contact:** John Berry, 480-385-2727  
**Architect:** Heller-Manus Architects  
**Coordinator:** Dan Symer  
**Existing General Plan:** Urban Neighborhoods  
**Proposed General Plan:** Mixed-use Neighborhood  
**City Council Meeting:** None

- 21. Case number:** **4-GP-2009**
- Case name:** Orchidtree - Downtown Scottsdale  
**Date submitted:** April 24, 2009  
**Case description:** Request by owner for a General Plan amendment from Urban Neighborhood to Mixed-use Neighborhood.
- Case status:** **Withdrawn**  
**Applicant:** Gallagher & Kennedy PA  
**Owner:** Ryerson Development and Marketing, LLC.  
**Contact:** Kurt Jones, 602-530-8235  
**Coordinator:** Carrie Wilhelme  
**Existing General Plan:** Urban Neighborhoods  
**Proposed General Plan:** Mixed-use Neighborhood  
**City Council Meeting:** None  
**Request:** By owner for a Major General Plan Amendment from Urban Neighborhood to Mixed-use neighborhood. It was the applicants intent to withdraw this General Plan Amendment when the Downtown Plan is adopted by the City Council, when the Downtown Plan is adopted this General Plan Amendment will not be required and the applicant would proceed only with the rezoning request.

## Summary

The following is the summary of the most relevant case history for the study site located at the SEC of 68th St and Camelback Rd.

<b>Original Zoning:</b>	Maricopa County R1-18 single family residential zoning district; 1962.
<b>66-ZN-1964/7-Z-1965</b>	Rezone from R1-18 to S-R; Ordinance No. 24; Map No. 52; April 6, 1965
<b>13-SP-1969/ 13-DR-1969</b>	Site plan to development a 273 unit apartment complex; June 3, 1969

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<sup>i</sup> Scottsdale General Plan 2001, Land Use Element, Conceptual Land Use Map, Page 77

<sup>ii</sup> Scottsdale General Plan 2001, Character and Design Element, Character Types Map, Page 53

<sup>iii</sup> Scottsdale General Plan 2001, Character and Design Element, Character Area Map, Page 54

<sup>iv</sup> Scottsdale General Plan 2001, Growth Area Element, Growth Area Map, Page 156

<sup>v</sup> Scottsdale General Plan 2001, Community Mobility Element, Page 186



PETITION TO REZONE

We, the undersigned property owners, (including at least 51% inside the area and at least 51% adjacent owners within 300 feet of the area), hereby consent to zoning change requested and to public hearing by Maricopa County Board of Supervisors to:

Rezone north side Camelback Road between 68th Street (Monte Vista Drive) and 70th Street; depth 660 ft.

Rezone south side Camelback Road between 68th Street (Monte Vista Drive) and 69th Street (location); depth 660 ft.

C1 (from R2 D-R)

Wegate away that Commercial "1" permits the following partial list of uses:

1. All Residence District uses, (Some require use permit).
2. Non-residential uses restricted to closed buildings.
3. Requires 5 foot masonry wall between commercial and residential.
4. Paved parking required.
5. No commercial activities or lights 10 P.M. - 6 A.M.
6. Second hand merchandise sales prohibited.
7. Trailer courts, private clubs, rest homes, nursery schools, drive-in theaters, road side stands, require use permit).
8. Retail stores, restaurants, bakeries.
9. Intoxicating beverage sales for off-site consumption only.
10. Service and craft shops, banks, offices, business and art schools, automotive service stations.

6824 E Camelback  
WH 50434

~~FRANK, R. S. Bullington, G. Jacob, H. D. ...~~

DATE	NAME	LEGAL DESCRIPTION OF PROPERTY
EITHER HUSBAND OR WIFE MAY SIGN		USE " " BOL LETTER OR LOT NUMBER

Ms. LaVerne Drisk	10 acres (PARCEL J)
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James O. Fellen	ARCADIA VISTA 5 acres lot 2, 5 acres lot 4, 5 acres lot 3
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Ass. Frank E. Glen	for Mary, Frank - 5 acres lot 6
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Robert S. Bullington	- 10 acres - lot 7 and 8
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J. J. Blakely	LOT 2 ARCADIA VISTA # SAC
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William A. ...	PARCEL DEF 80 AC.
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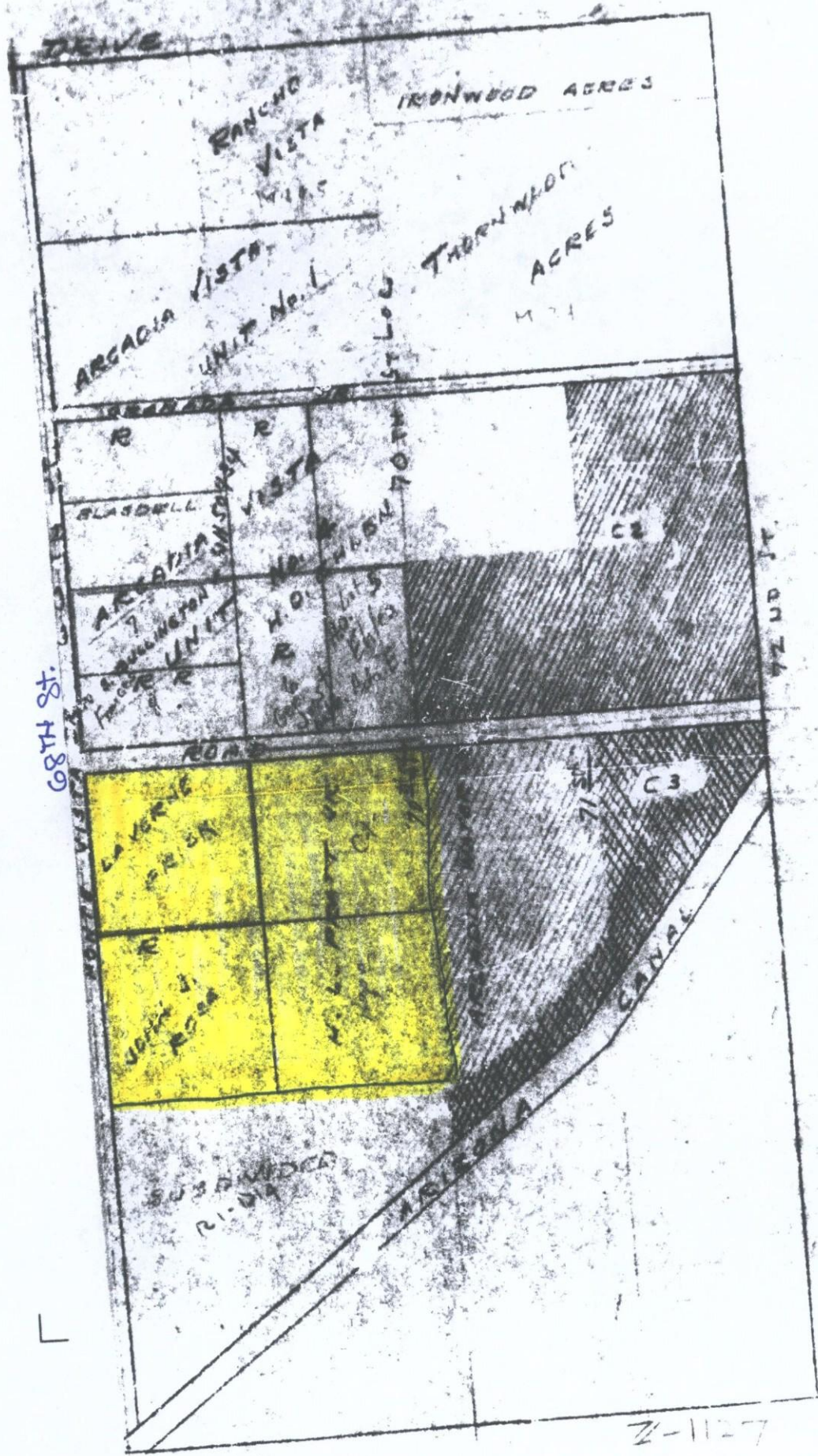
Frank H. Teel	LOTS 1 & 2 LAMBDY ESTATES (SAC)
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Josephine Simpson	LOTS 1 & 2 LAMBDY ESTATES (SAC)
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Other Teel	LOTS 1 & 2 LAMBDY ESTATES (SAC)
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NOTE: "Specific Use in Unclassified Area" petitions require layout plan, to be submitted at time of filing petition.

"... Court" petitions require layout plan at time of filing appli- ... hearing.



88TH ST.

72ND ST.

2 N, RANGE 4 E.

Z-1127

BISETT

RES ONE SINGLE FAMILY RES HOUSE

MEMORANDUM

August 12,

TO: SCOTTSDALE CITY MANAGER AND C

FROM: Dallan R. Zamzla Planning Aide

SUBJECT: Zoning Case 43-PZ-63

HEARING DATE: August 12, 1963

OWNER AND REPRESENTATIVE: LeVerne Ross Frisk, Owner and Representative.

REQUEST AND LOCATION

GENERAL LOCATION: This subject parcel of property is located at the South-East corner of Monte Vista (68th Street) and Camelback.

REQUEST: The applicant is requesting a change of Zoning from R1-18 (Single-family residential - 18,000 sq. ft/lot) to C-2 (Central business district).

ACREAGE IN PARCEL: This parcel contains approximately 9.44 acres.

PROPOSED ZONING USE: This property is proposed to be used for the erection and display of model homes for sales purposes.

EXISTING CONDITIONS

EXISTING ZONING: The existing zoning on this subject parcel of property is R1-18 at the present time. The property to the east is also zoned R1-18 zoning district. The zoning immediately to the south is R1-10 and R1-35 to the west. The property to the north is zoned R-5 for multiple family development.

LAND USE: The land use on this subject parcel of property is vacant at the present time. The properties to the east and north is also vacant at the present time. The property to the south and west is developed with single-family residential homes.

PROPOSED CONDITIONS

PROPOSED STREET SYSTEM: Monte Vista Road and Camelback Road are proposed as major arterials in the Major Street and Highway Plan envisaged for the City of Scottsdale.

ZONING PRIOR TO NEW ZONING ORDINANCE: The zoning on this property prior to adoption of the new zoning ordinance was Maricopa County R1-D35 R1-D18 single family residential zoning district.

RIGHT OF WAY DEDICATION REQUIREMENTS

According to the Engineering Department additional dedications would be needed for Camelback and Monte Vista Roads and for an alley dedication along the south of the subject property.

COMMENTS

1. In discussion before formal application the applicant was instructed that this application lacked merit.
2. This is a typical case of "spot" zoning and does not seem to be warranted in this location.
3. I have a memorandum in regards to this case from the City Building Department.

Respectfully submitted,

Dallan R. Zamzla  
Planning Aide

CITY OF SCOTTSDALE, ARIZONA  
Planning Department

APPLICATION FOR REZONING

Amount Paid \_\_\_\_\_

Application No. \_\_\_\_\_

PLANNING COMMISSION  
MAYOR AND CITY COUNCIL  
CITY OF SCOTTSDALE, ARIZONA

Case No. 43-P2-63

Date \_\_\_\_\_

Gentlemen:

I, ~~WADSWORTH KEMMEX~~ LeVerna Ross Frisk,  
address 4835 East Exeter, Scottsdale, Arizona  
~~1021 S. Buck Street, Phoenix, Arizona~~

hereby request that the property described as follows:

Street Address or General Location S. E. Corner of Monte Vista and East  
Camelback Rd., Scottsdale, Arizona.

Legal Description N. W. 1/4 of N. W. 1/4 of S. E. 1/4 except road  
except .06 Acres except docket 3265, Page 489, Section 22 - 2N - 2E -  
9.44 Acres.

NOTE: Request use permit for North 330 ft. for period of twelve (12)  
months or less for erection of three (3) model houses (or less)  
for sales purposes.

be rezoned from present zoning R1-18 to C-2

(Signed) [Signature]

Title Owner  
(owner, agent, etc.)

Date of City Planning Commission Hearing \_\_\_\_\_

Recommendation of the City Planning Commission:

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Stipulations: \_\_\_\_\_

Date of Council Hearing \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Stipulation: \_\_\_\_\_

(Signed) \_\_\_\_\_

CITY COUNCIL MEETING MINUTES

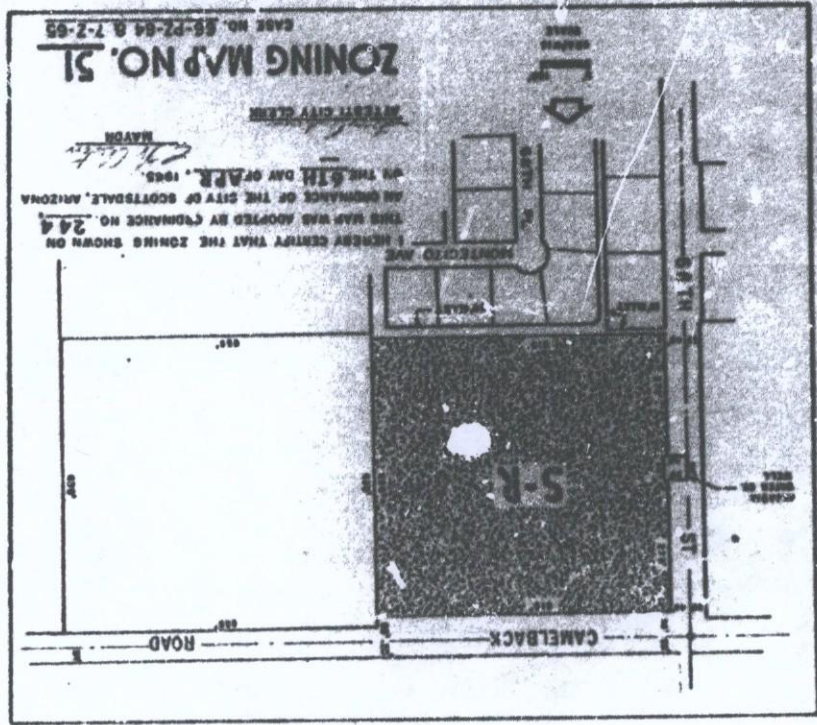
MARCH 2, 1965

66-PZ-64  
approved  
R1-18 to S-R

66-PZ-64--SE 68th and Camelback--R1-18 to S-R, was recommended for approval by the Planning Commission on January 11th with the request that no action be taken until a Commission Initiative to rezone the entire frontage from 68th east to the C-3 zoning could be brought before the Council (7-Z-65), which was approved on February 8th. The application was explained and illustrated by Planning Director Fretz who related that he had met with the property owners to the south and that they were in unanimous agreement with the proposed zoning.

Richard Auxier moved that the Planning Director be authorized to prepare an ordinance and map to rezone the property described in 66-PZ-64 from R1-18 to S-R, second by John Senini, passed by unanimous vote.

Herb Caywood moved that the Planning Department be authorized to prepare a map and ordinance to rezone the property described in 7-Z-65 from R1-18 to S-R, second by John Senini, passed by unanimous vote.



66. PZ. 64

7-ZN-65

7-2-65

APPLICATION FOR REZONING  
CITY OF TTS DALE, ARIZONA

(Fee to Cover Advertising Costs: \$35.00)

DATE: January 18, 1965

**COMMISSION INITIATIVE**

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_ hereby requests that the property described below be rezoned from R1-18 to S-R.  
Legal Description N $\frac{1}{2}$ , NW $\frac{1}{4}$ , SE, Section 22, T2N, R4E, G6SRBDM, Maricopa County, Arizona.

(Attach Additional Sheet, if necessary)

Street Address or General Location of Property Just east of SE Corner Camelback & 68th St.

(Applicant shall submit three (3) copies of a map showing the location of parcel requested for rezoning and its relationship to existing streets.)

(Signed) JH

Title \_\_\_\_\_  
(Owner, Agent, etc.)

"FOR OFFICE USE ONLY"

Case No. 7-2-65

Date Received 1-18-65

Date Advertised 1-23-65

Commission Hearing Date 2-8-65

Recommendation approved

Council Hearing Date 3-2-65

Council Action: (Give Date) Approved 3-2-65

Continued To: \_\_\_\_\_

Approved  Denied \_\_\_\_\_

If approved, give Ordinance No. 244 Map No. 51 Date 4-6-65  
*partial*

7-ZN-65  
approved  
RI-18 to  
S-R.

*Planning Commission  
Minutes*

*February 5, 1965*

7-Z-65 - S. Side Camelback Road - East - Commission Initiative - RI-18 to S-R of 68th Street

Chairman Keagan opened the public hearing on this Commission Initiative rezoning; Planning Director Fretz exhibited a map showing the area to be rezoned.

Chairman Keagan asked if there was anyone present in opposition - no one came forward.

Commissioner Cusack moved that the Planning Commission recommend to the City Council approval of 7-Z-65. Dr. Keeley seconded the motion; upon voting, motion unanimously carried.

Commissioner Thiel asked that the minutes show that due consideration should be given to the dedication of certain portions of 68th Street.

February 11, 1965

Honorable Mayor and City Council  
City of Scottsdale, Arizona

Re: 7-2-65  
Recommendation on Commission Initiative Rezoning  
South Side Camelback - East of 68th Street  
R1-18 to S-R

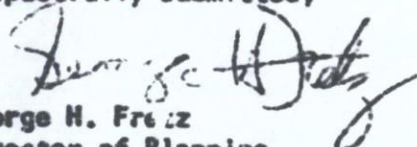
Gentlemen:

The Planning Commission held a public hearing on the above application on February 8, 1965; there were no oral or written protests.

Upon motion of Commissioner Cusack, second by Dr. Keeley, and unanimously carried, the Planning Commission recommends approval of 7-2-65.

Public hearing is set for your Council meeting of March 2, 1965.

Respectfully submitted,

  
George H. Fritz  
Director of Planning

ATTEST:

  
Thelma Heffel, Secretary  
Scottsdale Planning Commission

cc: All Councilman  
City Attorney  
City Manager

CITY COUNCIL MINUTES

APRIL 6-7, 1965

ORDINANCE NO. 244, SE 68th and Camelback, a portion of 7-2-65--was read in full by Attorney Surton; read by number and title only a second time on motion of Herb Caywood, second by Joseph Meier, passed unanimously; Ord. No. 244 was adopted on motion of Herb Caywood, second by Joseph Meier, passed by unanimous vote.

Zoning Case No. 7-Z-65


ORDINANCE NO. 244

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 147, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY, AND FOR THE PURPOSE OF, CHANGING THE ZONING ON THE "DISTRICT MAP" TO THAT ZONING SHOWN ON ZONING MAP NO. 51, AND DECLARING AN EMERGENCY.

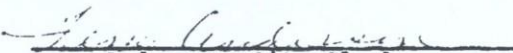
BE IT ORDAINED by the Mayor and Council of the City of Scottsdale, Arizona, that the "District Map" described in Article III, Section 302 of Ordinance No. 147, as amended, showing the zoning district boundaries in the City of Scottsdale, be, and it is hereby, amended as shown on Zoning Map No. 51. Zoning Map No. 51, and all notations, references and other information shown thereon is hereby incorporated as a part of this ordinance and shall have the same force and effect as if the said Zoning Map No. 51, and all notations, references and other information shown thereon were all fully set forth or described herein. Said Zoning Map No. 51 is attached hereto and made a part of this ordinance by reference.

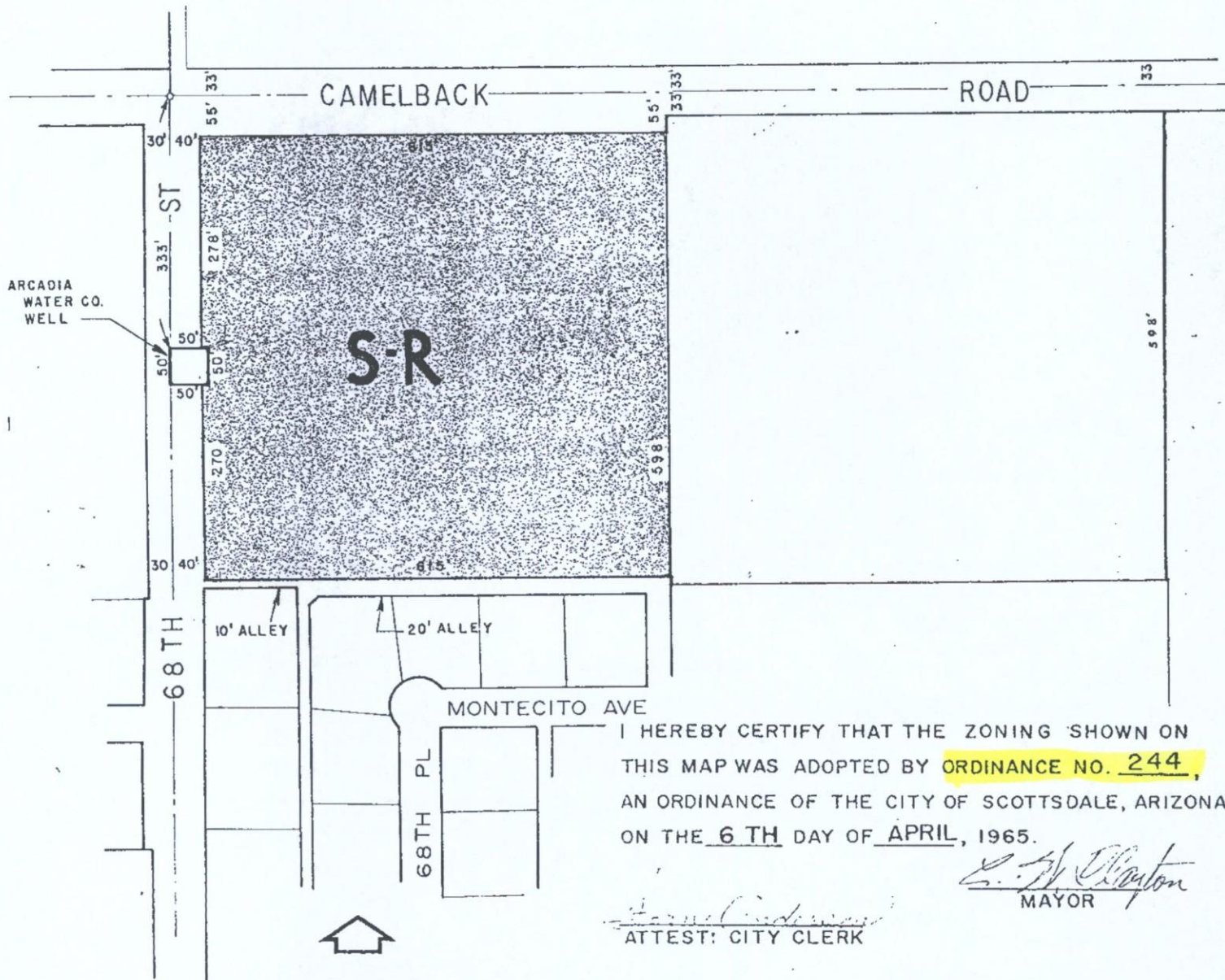
WHEREAS, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health, and safety, an EMERGENCY is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the Council, approval by the Mayor, and publication and posting as required by law and is hereby exempted from the referendum clause of the City Charter.

PASSED AND ADOPTED by the Council of the City of Scottsdale and APPROVED by the Mayor this 6th day of April, 1965.

  
C. W. Clayton, Mayor

Attest:

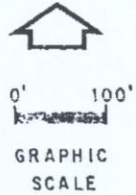
  
Fern Anderson, City Clerk



I HEREBY CERTIFY THAT THE ZONING SHOWN ON THIS MAP WAS ADOPTED BY ORDINANCE NO. 244, AN ORDINANCE OF THE CITY OF SCOTTSDALE, ARIZONA ON THE 6 TH DAY OF APRIL, 1965.

*E. H. Clayton*  
MAYOR

*Harold Anderson*  
ATTEST: CITY CLERK



# ZONING MAP NO. 51

CASE NO. 66-PZ-64 & 7-Z-65

M E M O R A N D U M

DATE: April 2, 1965  
TO: Kenneth A. McDonald, City Engineer  
FROM: Douglas P. Wendler, Right of Way Agent  
SUBJECT: 7-2-65



The above case is a commission initiative and involves two owner-ships. The people owning the west half originally filed for new zoning under 66-PZ-64. This case was later worked into 7-Z-65. They were notified of the new right of way requirements and signed the necessary easements. I told them their zoning would become effective after Tuesday, April 6, 1965. They have given approximately 65,000 square feet for right of way.

I have had a difficult time getting in touch with the owners of the east half. They have the dedication papers but I have not received a reply. It is extremely unfair to ask one party for dedications before they are rezoned and after obtaining these dedications rezone theirs and also the neighbors who gave no right of way.

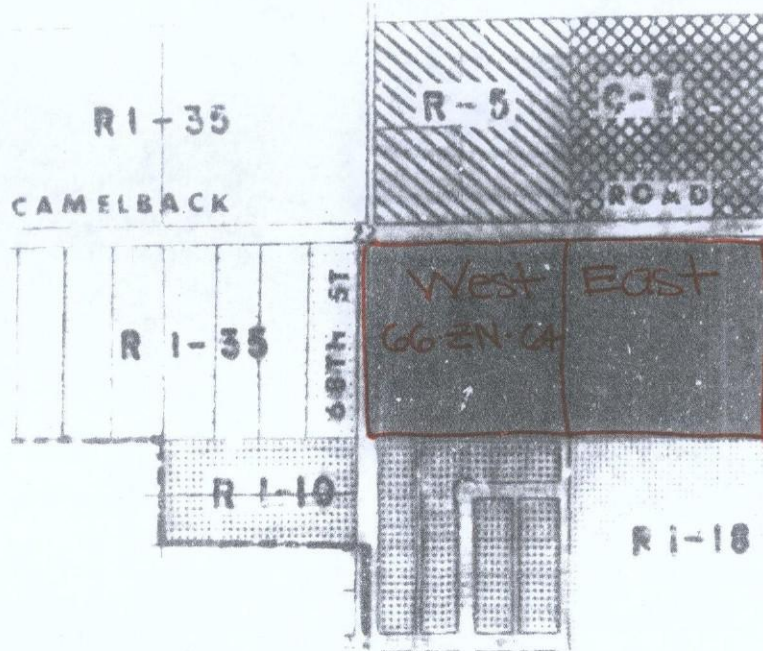
A lot of time is spent on these commission initiatives, and I believe a policy should be established of either asking for right of way and not giving zoning until this right of way is delivered or else not asking for right of way.

On other Commission initiatives involving large areas, we have adopted the zoning by ordinance for each individual parcel as right of way comes in.


Douglas P. Wendler  
Right of Way Agent

DPW:tak  
cc: Marc G. Stragier  
Richard N. Pearce  
George H. Frets  
file

7. Z. 65



REQUEST REZONING

 FROM R1-18 TO S-R

7-Z-65

34-ZN-65

Withdrawn  
SR → C1

PLANNING COMMISSION MEETING MINUTES

AUGUST 9, 1965

34-7-65 - SE Cor 68th St & Camelback Road - LaVerne R. Frisk - S-R to C-1

Vice Chairman Arthur opened the public hearing and Planning Director Fretz displayed a map which showed the area to be considered.

Anis Mitchell, Attorney, represented the applicant. He said the subject area is requested to be rezoned from S-R to C-1, 150' on Camelback Road and 135' on 68th Street. He feels this particular corner is unique. Camelback and 68th Street are section line roads; Camelback will soon be extended easterly to Granite Reef and 68th Street has priority on the street improvement list. He said the closest service station in a westerly direction is at 44th Street and Camelback in Phoenix; easterly to Miller Road there are four.

Mr. Mitchell said of the seven entrances into the City of Scottsdale, the entrance at Camelback is probably the most attractive. From the zoning point of view the City has done certain things which gives this area much in character. He cited the recent rezoning at that corner to S-R; that this zoning would require site plan approval on any development. He feels if a development is beautiful and aesthetically planned it should be acceptable. Benny Gonzales, architect, has designed the building for the service station. Mr. Mitchell presented to the Commission a drawing prepared by Mr. Gonzales.

Vice Chairman Arthur asked if there was anyone present in opposition.

Mr. Thiel read a letter from Dr. Harrison Baker, 6832 E. Montacito, to the Commission stating his opposition to the rezoning of that corner.

Mr. Mitchell said he had a petition in favor of this application from the property owners that live within 150' of the three sides. He presented this petition to the Commission and pointed out that it is roughly 500 feet from the

Missing info...

CITY OF SCOTTSDALE, ARIZONA  
PLANNING DEPARTMENT

August 13, 1965

Honorable Mayor and City Council  
City of Scottsdale, Arizona

Re: 34-2-65  
Recommendation on Application of LaVerne R. Frisk  
SE Corner 68th Street & Camelback  
S-R to C-1

Gentlemen:

The Planning Commission held a public hearing on the above application on August 9, 1965; there was one written protest.

Upon motion of Commissioner McIntire, second by Mrs. Cusack, and unanimously carried, 34-2-65 is recommended to the City Council for denial. Just recently the City Council rezoned this property S-R. The Commission recommendation is based upon the fact that this request constitutes a request for "spot zoning" and would lead to strip commercial extending westerly along Camelback Road.

Public hearing is scheduled for your Council meeting of September 7, 1965.

Respectfully submitted;

*George H. Fretz*  
George H. Fretz  
Director of Planning

ATTEST:

*Thelma Heffel*  
Thelma Heffel, Secretary  
Scottsdale Planning Commission

cc: All Councilmen  
City Attorney  
City Manager

17-Z-68

17-Z-68  
Withdrawn  
S-R-C-3

ZONING

CASE NO. 17-Z-68

APPLICANT'S NAME WALDO D. ANDREWS

S-R to L-3

LOCATION: SE Corner 68th & Camelback

PROPOSED DEVELOPMENT OR REASON FOR REQUEST:

Office Complex and Specialty Shops.

RELATIONSHIP OF REQUEST TO GENERAL PLAN:

CONFORMS X DOES NOT CONFORM \_\_\_\_\_ MARGINAL \_\_\_\_\_

COMMENTS: General Plan indicates 'Office'

PRIOR ZONING HISTORY OF PARCEL:

Zoned from R1-18 to S-R by Commission Initiative (7-Z-65)

approved by Council 1/22/65

STAFF RECOMMENDATION:

No justification for this request that I can see - we have  
stand against extending commercial masterly on Camelback and S-R  
is a reasonable zone for the property. - Recommend denial

Mailed to Waldo D. Andrews

8/23/68

CITY COUNCIL MEETING  
September 17, 1968

17-ZN-68

~~17-7-68 - SE 20th and 1st Ave. - was withdrawn as requested by the applicant on motion of John Smith. Motion was passed by unanimous vote.~~

Withdraw  
requested  
by applicant.

13-SP-69

13-SP-69  
CC approval  
Site plan  
for  
apartment  
complex

SITE PLAN

CASE NO. 13-SP-69

APPLICANT'S NAME: W. R. Schulz & Assoc.

LOCATION: Camelback & 68th Street  
SE Corner

PROPOSED DEVELOPMENT OR REASON FOR REQUEST:

Development of a 273-unit apartment complex.

13-DR-69

HISTORY OF PARCEL:

Adopted as R1-18 in 1962. 43-PZ-63 requested C-2 zoning - denied.  
66-PZ-64 and 7-Z-65 rezoned parcel to S-R - 8-UP-65 requested Use Permit  
for a Service Station - withdrawn. 34-Z-65 requested C-1 zoning - with-  
drawn. 17-Z-68 requested C-3 zoning - withdrawn.

STAFF RECOMMENDATION:

Recommend approval, subject to the following conditions:

1. Street improvements and fire hydrants to be installed to city specifications.
2. Equipment building on SW corner of site shall be of soundproof construction.
3. Trash container locations and size shall be approved by Public Works Director.
4. Well site shall be dedicated to city but area allowed in density consideration.
5. Planting Plan to be approved by Planning Department.
6. All exterior lighting on south 120' of site shall be approved by Planning Department and no lights shall shine on adjacent residential area.

Marc feels that a cable extended across the alley diagonally, at the northerly end of 69th Street, would preclude apartment traffic from using 69th Street. A key to the lock could be given to each of the four homeowners abutting the alley and, of course, the refuse crew.

*copy sent 5/31/69 to  
Mr. Donald Kaling, Vice Pres  
W. R. Schulz & Assoc.  
2505 E. Thomas St.  
Phoenix, Ariz 85016*

CITY OF SCOTTSDALE, ARIZONA

PLANNING DEPARTMENT

May 28, 1969

The Hon. Mayor and City Council  
City of Scottsdale, Arizona

Re: 13-SP-69 - APARTMENTS FOR W. R. SCHULZ & ASSOCIATES -  
Development of a 273-unit apartment complex - to be located  
at Camelback Road & 68th Street - SE Corner (Continued).

Gentlemen:

The Planning Commission held a public hearing on the above application on Tuesday, May 27, 1969. There were no protests.

Upon motion by Mr. Thiel, seconded by Mrs. Cusack, and unanimously passed, 13-SP-69 was recommended to the Council for approval, with the following stipulations:

- E 1. Street improvements and fire hydrants to be installed to city specifications.
- B (2) Equipment building on SW corner of site shall be of soundproof construction.
- B (3) Trash container locations and size shall be approved by Public Works Director.
- E 4. Well site shall be dedicated to city but area allowed in density consideration.
- P 5. Planting Plan to be approved by Planning Department.
- P 6. All exterior lighting on south 120' of site shall be approved by Planning Department, and no lights shall shine on adjacent residential area.
- E 7. Southern portion of the alley shall be paved by applicant.
- E 8. Applicant agrees to participate in a plan to reduce the flooding problem south of the development.
- B (8) Maintenance building to the south shall be relocated according to revised plan.

Public hearing is scheduled for your Council meeting of June 3, 1969.

Copy sent 5/29/69

Mr. Donald Maloney, Vice Pres.  
W. R. Schulz & Assoc.  
1005 E. Thomas St.  
Phoenix, Ariz. 85016

Respectfully submitted,

Roberta M. Falk  
Roberta M. Falk, Secretary  
Planning Commission

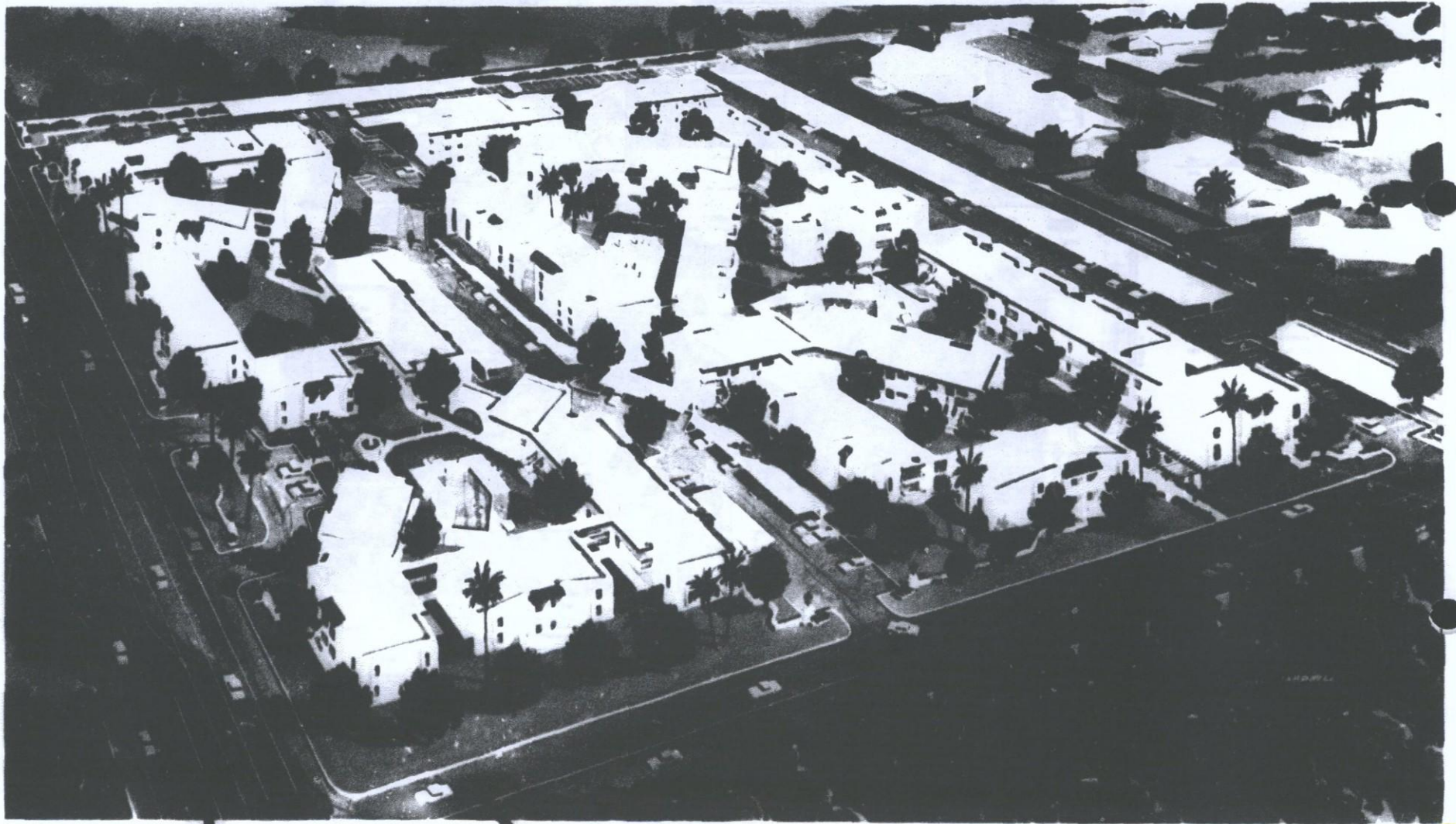


CITY COUNCIL MEETING

June 3, 1969

13-SP-69--SE Camelback and 68th St--273 apartments--was recommended for approval by the Planning Commission with the following stipulations: streets and fire hydrants to City specs; equipment building on SW corner to be of soundproof construction; trash container locations and size approved by PWD; well site dedicated to City but area allowed in density consideration; planting plan and exterior lighting on south 120' to be approved by Planning Department and no lights shall shine on adjacent residential area; southern portion of alley to be paved; applicant agrees to participate in plan to reduce the flooding problem to the south; maintenance building to the south shall be relocated according to revised plan. The applicant was familiar with the stipulations and agreed to them.

Mr. Jones commented that it was the Council's intention that this development as well as all others be put in with underground utilities and should not appear as a stipulation in the site plan but it was expected to occur. John Sanini moved that the site plan be approved as recommended by the Planning Commission, second by Heinz Hink, passed by unanimous vote.



CAMELBACK RD.

68TH STREET

13-SP-69

CITY OF SCOTTSDALE, ARIZONA  
PLANNING DEPARTMENT

INTRA-OFFICE CHECK LIST FOR SITE PLANS AND USE PERMITS

Case No. 13-SP-69 8 MAY 1969

I. Existing Zoning S-R

II. Property Development Standards:

A. Lot Area (GROSS) 427,715

B. Lot Dimensions

1. Width (GROSS) 653

2. Depth (GROSS) 655

C. Lot Area Per Dwelling Unit (Density) THEY HAVE 7 UNITS TOO MANY  
USING 1000 SF FOR EFFICIENCIES - NOT SPECIFICALLY ALLOWED

D. Building Height 2 ft. Started

E. Yards

1. Front Yard 20' REQ'D - 20' SHOWN

2. Rear Yard 35' REQ'D - 60' SHOWN

3. Side Yard NORTH - 20' REQ'D - 20' SHOWN

4. Side Yard SOUTH - 100' REQ'D - 100' SHOWN

F. Distance Between Buildings -

G. Walls, Fences and Landscaping BY PLANNING DIRECTOR

H. Access BY ENGINEERING

I. Off-Street Parking 411 REQ'D - 410 SHOWN

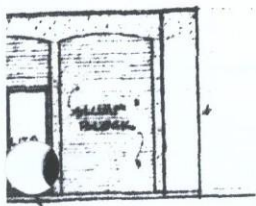
J. Off-Street Loading -

K. Signs BY SIGN INSPECTOR

L. Outdoor Living Space -

Remarks: TRASH ENCLOSURES WILL NOT WORK  
FOR CITY BINS

Checked by: Ross

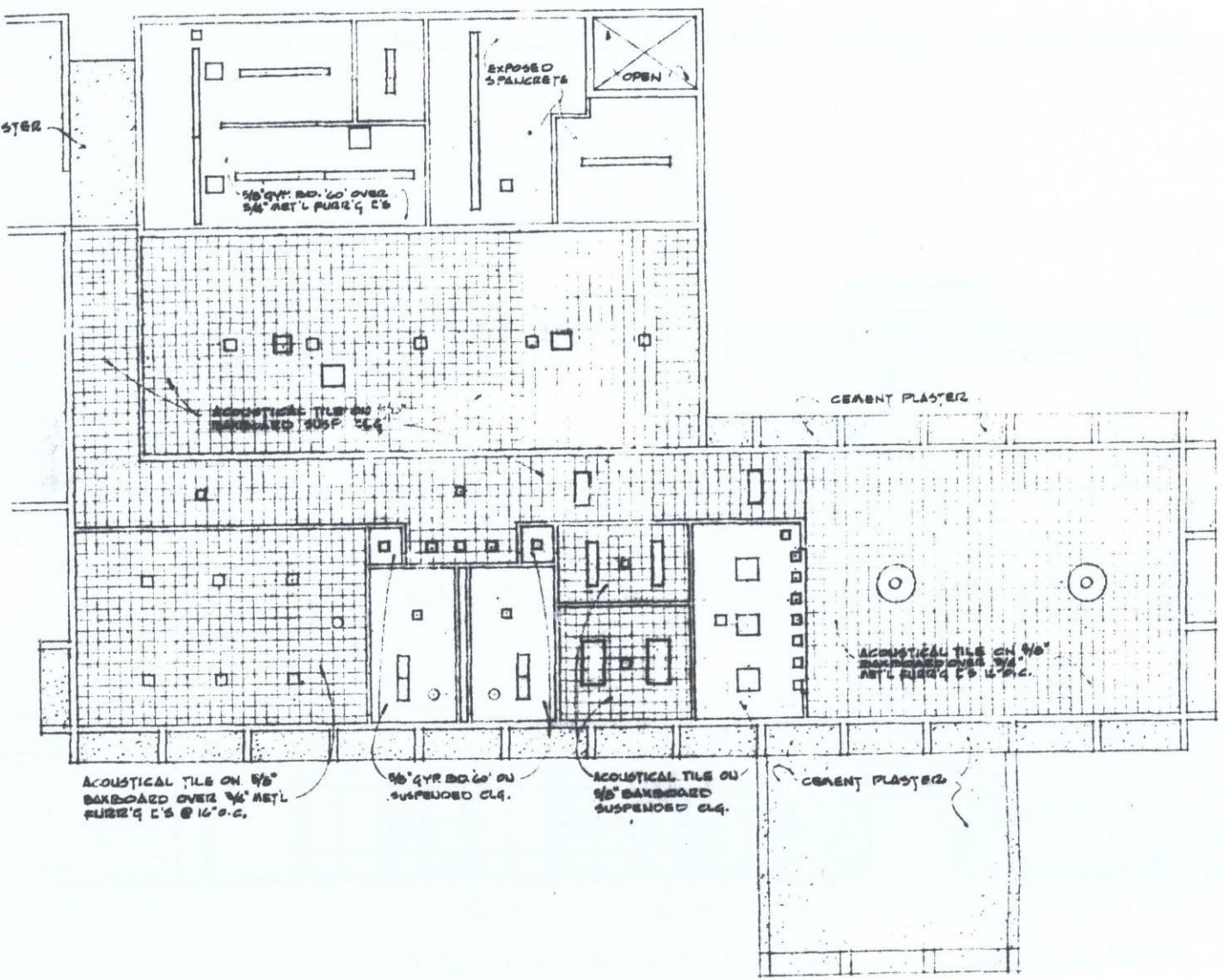


TOP OF PARAPET  
 TOP OF SPANCRETE  
 10'-0"  
 10'-0"  
 FIRST FLOOR

TYP.

CONCRETE

CEMENT PLASTER



TYP.

ACOUSTICAL TILE ON 1/2" BAKEDBOARD OVER 3/4" MET'L FURST'G C'S @ 16" O.C.

1/2" GYR BKG. ON SUSPENDED CLG.

ACOUSTICAL TILE ON 1/2" BAKEDBOARD SUSPENDED CLG.

CEMENT PLASTER

PARAPET

SPANCRETE

FLOOR

REFLECTED CEILING PLAN BLDG "A"  
 SCALE 1/8" = 1'-0"

9-BA-76  
approved

BOARD OF ADJUSTMENT

February 4, 1976

9-BA-76--non-conforming land use--6801 E. Camelback Rd. (W. F. Schulz & Associates)

13-SP-69

Chairman Adler read the request to construct storage buildings on a site which would thereby add to a non-conforming land use in lieu of only reasonable repairs and alterations being allowed. It was the staff's feeling that the addition constituted a minor addition to a non-conforming use, and as long as no new dwelling units were added, it felt it was a reasonable request. Therefore, the staff recommended approval provided the Planning Dept. approved the landscaping.

Mr. Keith Withcombe said basically, the company had underestimated the long-term potential of the apartments and designed the storerooms for the use of the apartments, and not for the use of the tenants. Over a period of time, this has created a problem, and two of the storerooms were turned over to resident storage lockers. Most of the furniture had to be moved to a warehouse, and the owners desired to bring it back to the apartment area. It would be more desirable from all standpoints to put the furniture in one location and make that location such that it would not have to be brought by residents' doors, inside the court yards or up and down the stairs.

The proposal was for 2 locations on the property. The applicant would prefer to have location #1 (on the map) for the reason that it takes it off a high traffic street. It was located on 68th St. in an attractive area. It was a more suitable spot for a storage building.

Upon questioning from Mrs. Zeeveld, the applicant stated that he agreed with the Planning Dept. on landscaping. He had worked with the city and had more than met the open space requirements. The proposed building comprised approximately 750 SF and was 10' in height. Mrs. Zeeveld moved to approve the variance provided that the building did not exceed 800 SF, seconded by Mr. Davis, passed unanimously.

MINUTES  
BOARD OF ADJUSTMENT  
JAN. 5, 1977

63-58-69 (Approval)

3-BA-77--setback--6801 E. Camelback Road (W. R. Schulz & Associates)

Mrs. Zeeveld read the request to construct a storage shed on the property line in lieu of the required 15' setback, a variance of 15'.

There was an existing alley along the applicant's property line adjacent to the neighbor on 68th St. This alley was presently being used and maintained by the applicant. The storage shed would be placed on the N side of the alley which would be 10' from this neighbor's property line. Therefore, the staff recommended approval.

Mr. Keith Withycombe, 2627 E. Thomas Rd., Phoenix, had talked with the neighbor, Mr. Wilson, who objected to the variance. He said La Esplanada was conceived and executed with a residential neighborhood in mind. There was a tremendous amount of landscaping, and the area was most attractive. The shed would be used as a gardener's storage shed, away from the apartments and would afford more room. It also freed an area needed for additional dumpster capacity. The shed was 7'10" high, constructed of steel, and not visible from 68th St. There were 2 rows of trees on the W side of the shed and 2 sour orange hedges. He explained on the overhead map the location of the storage shed, and added that there was a vacant area, possibly 50', from the back of the shed to the fence.

Mr. Withycombe explained that there was a fence on the rear side, approximately 15' to the block wall fence. On the other side of the 5' high fence which separated what appeared to be La Esplanada and Mr. Wilson's property, one would have to go 10' N of that and that 10' would be a dedicated alleyway. He had gone an additional 5' in locating the shed. He explained the alley situation with regard to delivery vehicles and trash pickup on the map.

Mr. Saba asked him if Mr. Wilson's objection was due to the fact that he could see a great deal of the structure from his property, but Mr. Withycombe could not answer.

Mr. Wilson said originally this building was on the property line, and when it rained, the water ran over into his property. Upon questioning from Mr. Brand as to whether or not this was his primary objection, Mr. Wilson said everyone must observe the zoning laws. His interest was in making the city look nice, and he objected to being able to see the shed from his property because if and when he desired to sell his property, it might be an objection of the future buyer. The landscaping was on his side and he was debating whether or not to remove it. There was a 5' block wall, and he added that the water that came onto his property came from the shed when it was in the other location, not in its present location.

Mrs. Wilson said the alley ran along the back of her property on the E; her property faced 68th St. and the alley was on the back. She also had a storage room in the corner, but it was moved back so it would not bother neighbors. She was also concerned of the thoughts of the future buyers if and when she sold her property.

Mr. Withycombe said that the Wilsons did have the same type of storage shed, but not the same size. He added their shed was closer to the fence than his shed was; theirs was 3' from the fence and his was 15', and the landscaping was on both sides. The eucalyptus and oleanders blocked most of the fence; in fact, Mr. Wilson had asked him to lower the height. He said that water did not run off the shed onto Mr. Wilson's property because the shed had been moved 15' back.

The owners had made a real effort towards making an attractive appearance. If the city,

MINUTES  
BOARD OF ADJUSTMENT  
JAN. 5, 1977

Mr. McCausland read Section 5.110 4 E of the ordinance and said that the applicant did not require a variance, as long as the shed remained 15' away from the Wilson's property line. Mr. McDonough moved that the Board had no jurisdiction, second by Mrs. Badertscher, passed unanimously.

The meeting adjourned at 9:25 P.M. on motion of Mr. McDonough, second by Mrs. Badertscher, passed unanimously.

Respectfully submitted,

*Betty Warren*  
Betty Warren, Secretary

7-GP-94

NOTICE

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on Monday, May 23, 1994 at 6:00 p.m., and the City Council of the City of Scottsdale, Arizona, will hold a public hearing on Tuesday, June 7, 1994 at 5:00 p.m., for the purpose of hearing all persons for or against the following:

7-GP-94 REQUEST BY CITY OF SCOTTSDALE FOR AN AMENDMENT TO THE SCOTTSDALE DOWNTOWN LAND USE ELEMENT TO INCORPORATE TWO ADDITIONAL AREAS. THESE AREAS AND THEIR PROPOSED PLAN DESIGNATIONS ARE: 1) APPROXIMATELY 13 ACRES BOUNDED BY THE ARIZONA CANAL ON THE NORTH, CAMELBACK ROAD ON THE SOUTH, AND THE ALLEY ALIGNMENT BETWEEN 74TH STREET AND 74TH PLACE ON THE EAST TO OFFICE RESIDENTIAL AND 2) APPROXIMATELY 15 ACRES BOUNDED BY MONTEREY WAY ON THE NORTH, CIVIC CENTER PLAZA ON THE EAST, EARLL DRIVE ON THE SOUTH AND SCOTTSDALE ROAD ON THE WEST TO OFFICE COMMERCIAL AND OFFICE RESIDENTIAL.

To the extent this amendment to the zoning map or ordinance may be inconsistent with the adopted Comprehensive General Plan, then to that extent this amendment to the zoning map or ordinance shall constitute an amendment to the adopted Comprehensive General Plan.

The above item will be discussed at a Study Session prior to the Planning Commission meeting including a Commission update. The public/applicant may attend the study session but may not comment. Please call 994-7080 the day before the meeting for the time.

The Council hearing date will be continued when the Planning Commission has not given a recommendation.

An application which includes the legal description of the subject property is on file at 7447 East Indian School Road, 3rd Floor, 994-2318, where it may be viewed by any interested person.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 CIVIC CENTER PLAZA, SCOTTSDALE, ARIZONA.

CHAIRMAN  
PLANNING COMMISSION

Attest:

Denise Schupfer, Secretary  
Publish April 30, 1994

GENERAL PLAN

10. ~~7-GP-94~~ <sup>7-GP-94</sup> amendment to the Scottsdale Downtown Land Use Element to incorporate two additional areas -- approximately 13 acres bounded by the Arizona Canal on the north, Camelback Road on the south, and the alley alignment between 74th Street and 74th Place on the east to Office Residential and approximately 15 acres bounded by Monterey Way on the north, Civic Center Plaza on the east, Earll Drive on the south and Scottsdale Road on the west to Office Commercial and Office Residential. Staff contact person is Martha West.

Chairman Simonson stated that a presentation of this case before the Commission is not necessary.

Commissioner Ryan stated that she thinks the presentation given in the study session 2 weeks ago was quite elaborate and answered her questions.

MOTION by Commissioner Ryan to forward Case 7-UP-94 onto the City Council with the recommendation for approval. The motion was seconded by Commissioner Armstrong, and passed unanimously.

REDEVELOPMENT PLAN

11. WATERFRONT AREA REDEVELOPMENT PLAN -- approve modification to the Waterfront Area Redevelopment Plan whose boundaries are generally located east of Scottsdale Road, north of Fifth Avenue and Stetson Drive, west of Buckboard and south of Shoeman Drive. Staff contact person is Martha West.

Chairman Simonson stated the presentation of this case has already been given.

Commissioner Ryan stated she thinks this is a wonderful addition to this Waterfront Area Redevelopment Plan.

MOTION by Commissioner Ryan to forward the WATERFRONT AREA REDEVELOPMENT PLAN amendment onto the City Council with the recommendation for approval. The motion was seconded by Commissioner Holben, and passed unanimously.

Scottsdale City Council  
Tuesday, June 7, 1994  
Page 6

**MOTION - ITEM 9**

COUNCILMAN THOMAS MOVED TO APPROVE THIS APPLICATION. COUNCILMAN PETTYCREW SECONDED THE MOTION.

Responding to Vice Mayor Manross, Mr. Rief said the gate will be manually operated. Ms. Manross further questioned how the YMCA would enforce parking for employees only. The applicant said the cars could be registered. Mayor Drinkwater said if they didn't comply the use permit could be revoked. Mr. Rief added that the code enforcement people would keep an eye on the parking.

**VOTE - ITEM 9**

THE MOTION FOR APPROVAL CARRIED 5-0.

**REGULAR AGENDA--GENERAL PLAN, ZONING, REDEVELOPMENT PLAN--Items 13 thru 17**

- 13. THIS ITEM CONTINUED TO JUNE 21, 1994 (SEE CONTINUANCES, PAGE 2).
- 14. THIS ITEM CONTINUED TO JULY 19, 1994 (SEE CONTINUANCES, PAGE 2).
- 15. THIS ITEM CONTINUED TO JULY 19, 1994 (SEE CONTINUANCES, PAGE 3).

**GENERAL PLAN**

7-GP-94

16. [redacted] amendment to the Scottsdale Downtown Land Use Element to incorporate two additional areas -- approximately 13 acres bounded by the Arizona Canal on the north, Camelback Road on the south, and the alley alignment between 74th Street and 74th Place on the east to Office Residential and approximately 15 acres bounded by Monterey Way on the north, Civic Center Plaza on the east, Earll Drive on the south and Scottsdale Road on the west to Office Commercial and Office Residential; AND Adopt Resolution No. 4043 affirming 7-GP-94. The Planning Commission recommends approval by a vote of 7-0. Staff recommends approval. Staff contact person is Martha West, 994-2311.

No discussion was held.

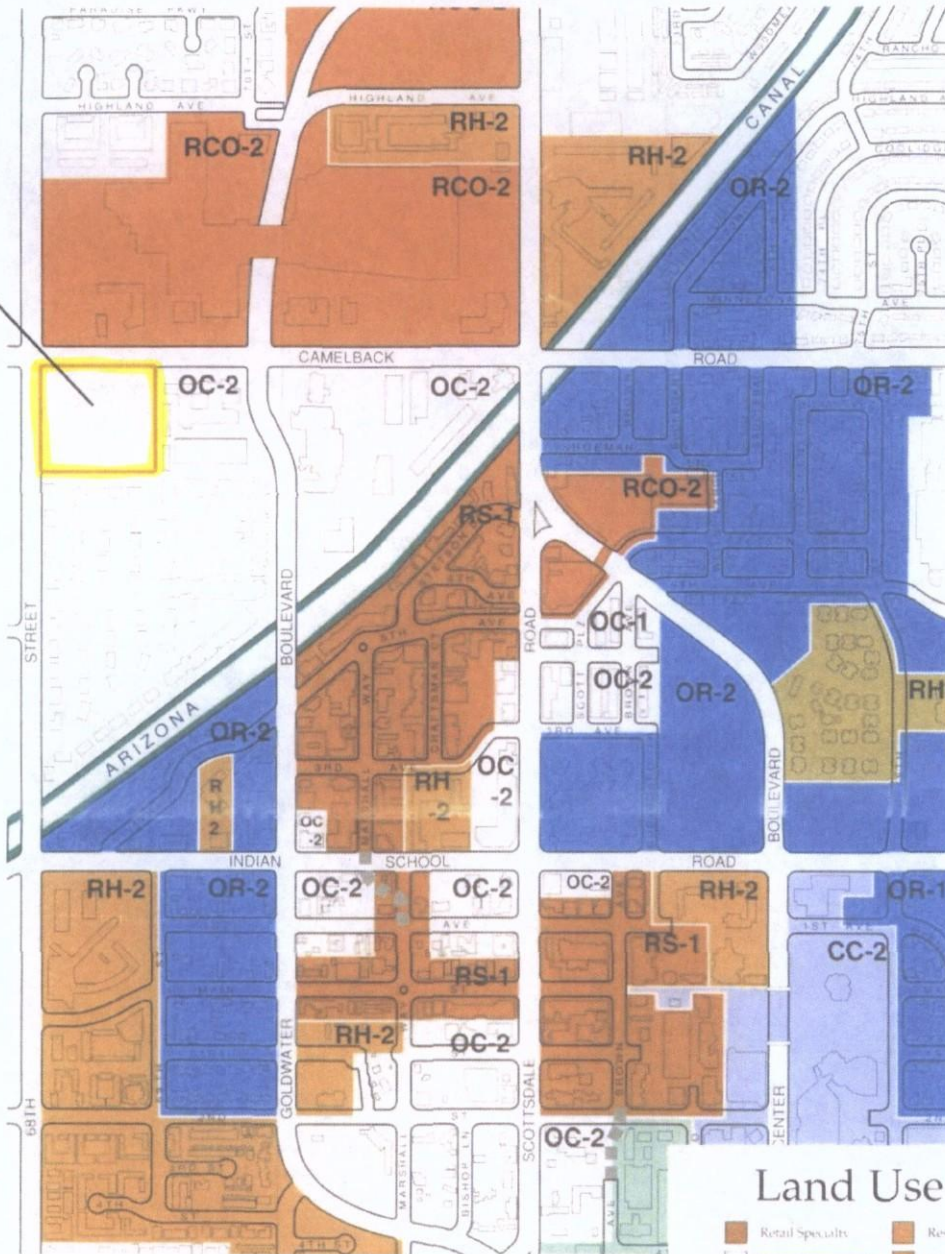
**MOTION AND VOTE - ITEM 16**

COUNCILMAN THOMAS MOVED FOR APPROVAL OF ITEM 16. COUNCILMAN PETTYCREW SECONDED THE MOTION WHICH CARRIED 5-0.

1-GP-06

# GRAPHIC 1-A.1

**SITE**  
GROSS AREA:  
9.86 acres



## Land Use Plan

- Retail Specialty
- Residential Hotel
- Office Commercial
- Regional Commercial/Office
- Civic Center
- Residential High Density
- Office Residential
- Medical



Development Type  
 1 Compact  
 1.5 Low-Scale  
 2 Intermediate

Location Dependent as Generalized

25053  
 12.28.05

## EXISTING GENERAL PLAN: DOWNTOWN CHARACTER PLAN

NTS

**ELLERMANN,  
 SCHICK &  
 BRUNO**  
ARCHITECTURE PLANNING  
 100 S. UNIVERSITY AVENUE, SUITE 100  
 PHOENIX, ARIZONA 85024

1-GP-2006  
 2-16-06

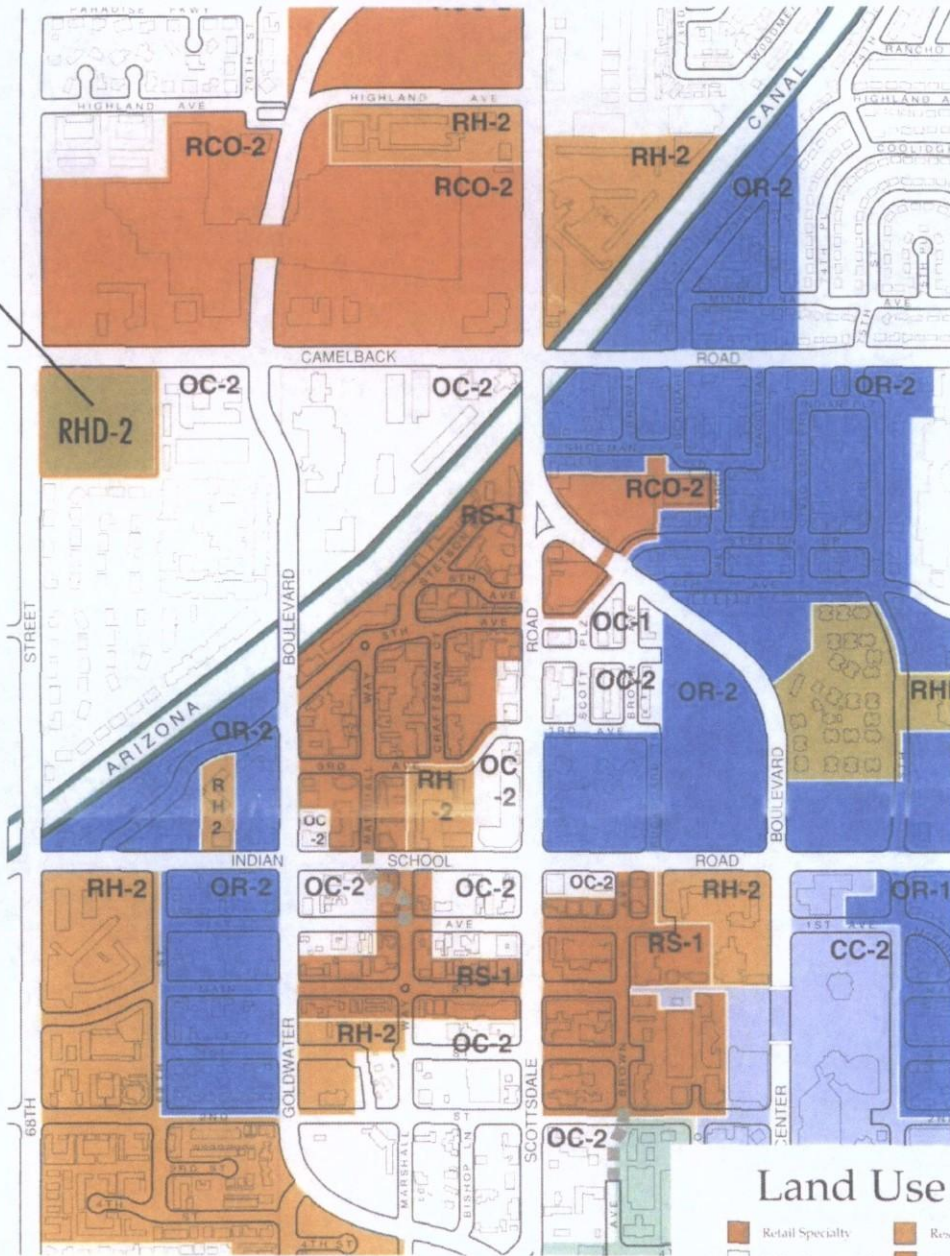
AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
 RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
 SCOTTSDALE, AZ

# GRAPHIC 2-A.1

**SITE**

GROSS AREA:  
9.86 acres



## Land Use Plan

- Retail Specialty
- Residential/Hotel
- Office Commercial
- Civic Center
- Office Residential
- Regional Commercial/Office
- Residential High Density
- Medical



- Development Type
- 1" Compact
  - 1.5" Low-Scale
  - 2" Intermediate

Locations Dependent on Context

Request: change from  
(Office Commercial Intermediate)  
OC-2 to RHD-2  
(Res. High Density  
Type 2)

25053  
12.28.05

**PROPOSED GENERAL PLAN:  
DOWNTOWN CHARACTER PLAN**  
NTS

ELLERMANN,  
SCHICK &  
BRUND  
ARCHITECTURE PLANNING

1-GP-2006  
2-16-06

AIMCO / ORCHIDTREE, L.P.

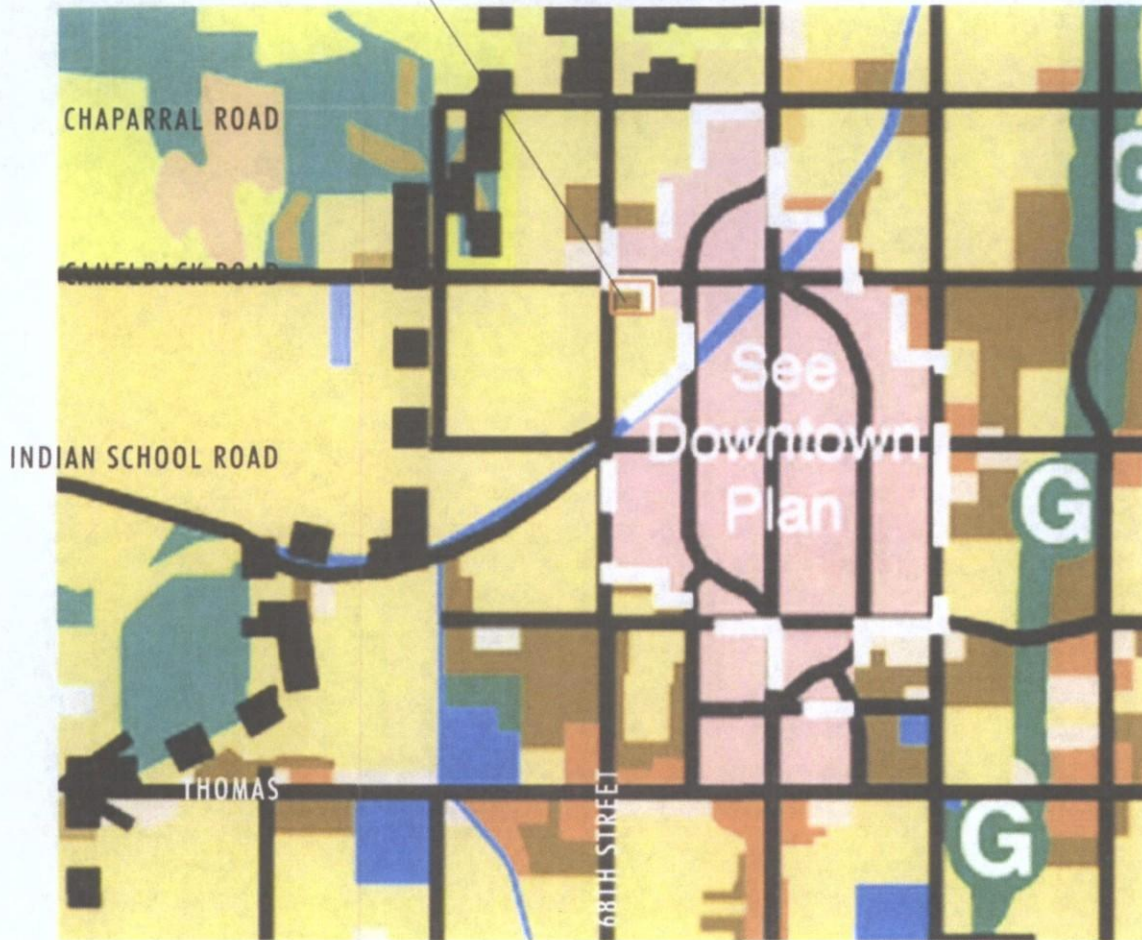
# ORCHIDTREE

RESIDENTIAL UNITS

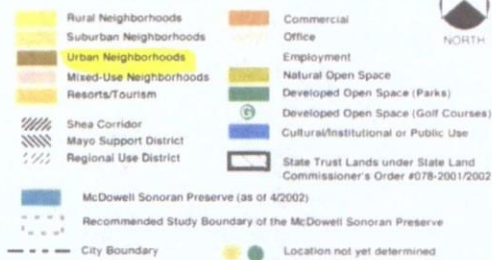
SEC CAMELBACK & 68TH  
SCOTTSDALE, AZ

# GRAPHIC 1-A

PROPOSED SITE (URBAN NEIGHBORHOODS)



### • Conceptual Land Use Map



Adopted by City Council October 26, 2001  
Revised by Scottsdale voters March 12, 2002  
Revised to show McDowell Sonoran Preserve as of April 2, 2002

### LAND USE ELEMENT

Locations depicted on this map are generalized  
**general plan**  
**scottsdale, arizona**

25053  
12.28.05

## EXISTING GENERAL PLAN: LAND USE MAP NTS

**ELLERMANN,  
SCHICK &  
BRUNO**  
ARCHITECTURE PLANNING  
1000 AVENUE OF THE STARS  
SUITE 2000 WASHINGTON DC 20004

1-GP-2006

2-16-06

AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
SCOTTSDALE, AZ

# GRAPHIC 2-A



### • Conceptual Land Use Map

- |                             |                                                                        |  |
|-----------------------------|------------------------------------------------------------------------|--|
| Rural Neighborhoods         | Commercial Office                                                      |  |
| Suburban Neighborhoods      | Employment                                                             |  |
| Urban Neighborhoods         | Natural Open Space                                                     |  |
| Mixed-Use Neighborhoods     | Developed Open Space (Parks)                                           |  |
| Resorts/Tourism             | Developed Open Space (Golf Courses)                                    |  |
| Shea Corridor               | Cultural/Institutional or Public Use                                   |  |
| Mayo Support District       | State Trust Lands under State Land Commissioner's Order #078-2001/2002 |  |
| Regional Use District       | McDowell Sonoran Preserve (as of 4/2002)                               |  |
| City Boundary               | Recommended Study Boundary of the McDowell Sonoran Preserve            |  |
| Location not yet determined |                                                                        |  |

Adopted by City Council October 30, 2001  
 Ratified by Scottsdale voters March 12, 2002  
 revised to show McDowell Sonoran Preserve as of April 2, 2002

**LAND USE ELEMENT**  
 Locations depicted on this map are generalized  
**general plan**  
**scottsdale, arizona**

## PROPOSED GENERAL PLAN: LAND USE MAP

NTS

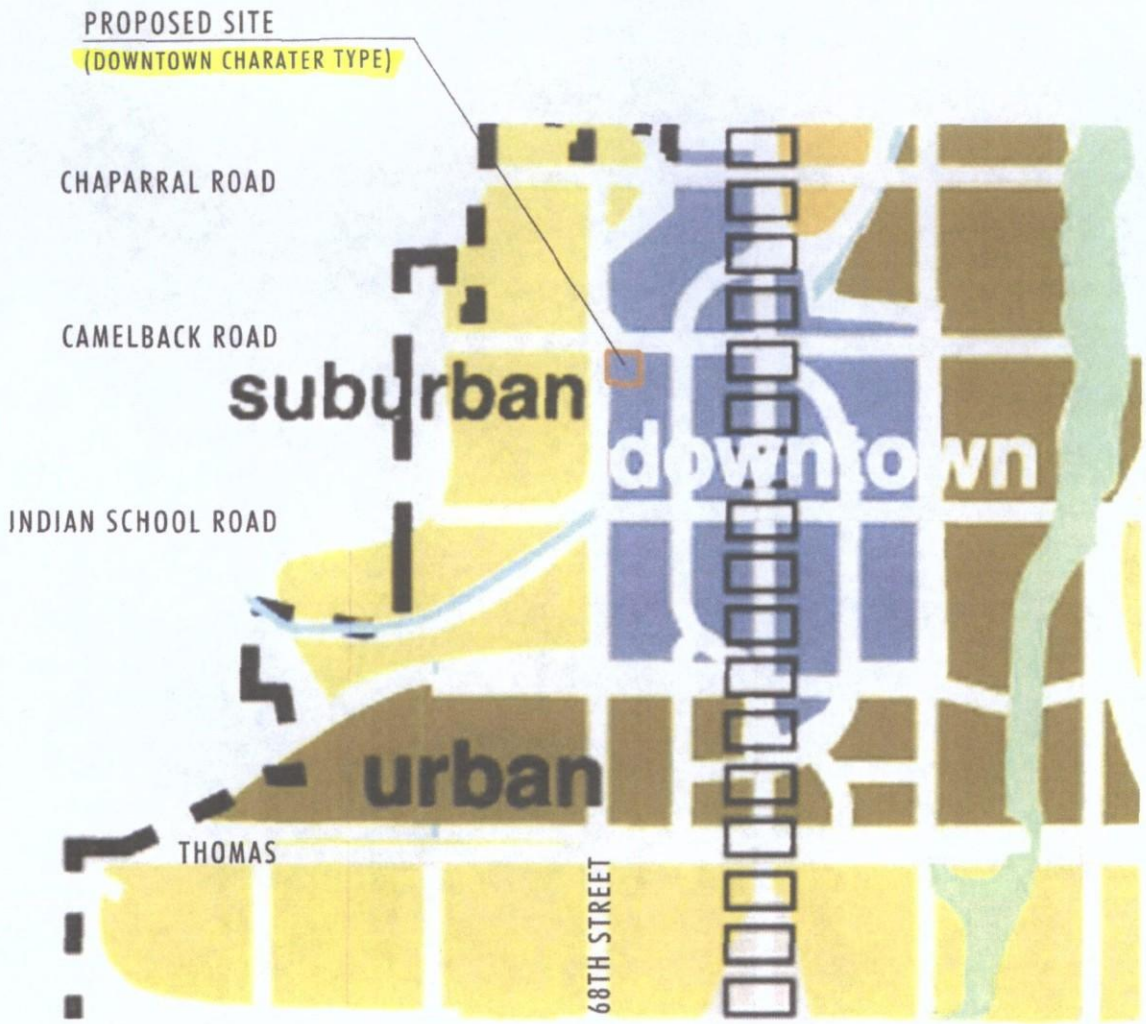
**ELLERMANN,  
 SCHICK &  
 BRUNO**  
 ARCHITECTURE PLANNING  
1000 AVENUE OF THE STARS, SUITE 200  
 SCOTTSDALE, ARIZONA 85259

1-GP-2006  
 2-16-06

AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
 RESIDENTIAL UNITS

SEC CAMELBACK & 88TH  
 SCOTTSDALE, AZ

# GRAPHIC 1-C



### Character Types Map

- Rural/Rural Desert Character
- Suburban/Suburban Desert Character
- Tourism and Recreational Corridor
- Urban Character
- Downtown
- Resort Corridor and Resort Villages
- Employment Core
- Freeway Corridor/Regional Core
- Mountain
- McDowell Sonoran Preserve (as of 4/2002)
- State Trust Lands Reclassified for Conservation
- State Trust Lands Reclassified, but not limited to Conservation
- Recommended Study Boundary (RSB) of the McDowell Sonoran Preserve
- City Boundary
- Activity Center
- Visually Important Roadway



Adopted by City Council October 30, 2001  
 Reaffirmed by Scottsdale voters March 12, 2002  
 revised to show McDowell Sonoran Preserve as of April 2, 2002

### CHARACTER AND DESIGN ELEMENT

Locations depicted on this map are generalized  
**general plan**  
**scottsdale, arizona**

25053  
 12.28.05

## EXISTING GENERAL PLAN: CHARACTER MAP

NTS

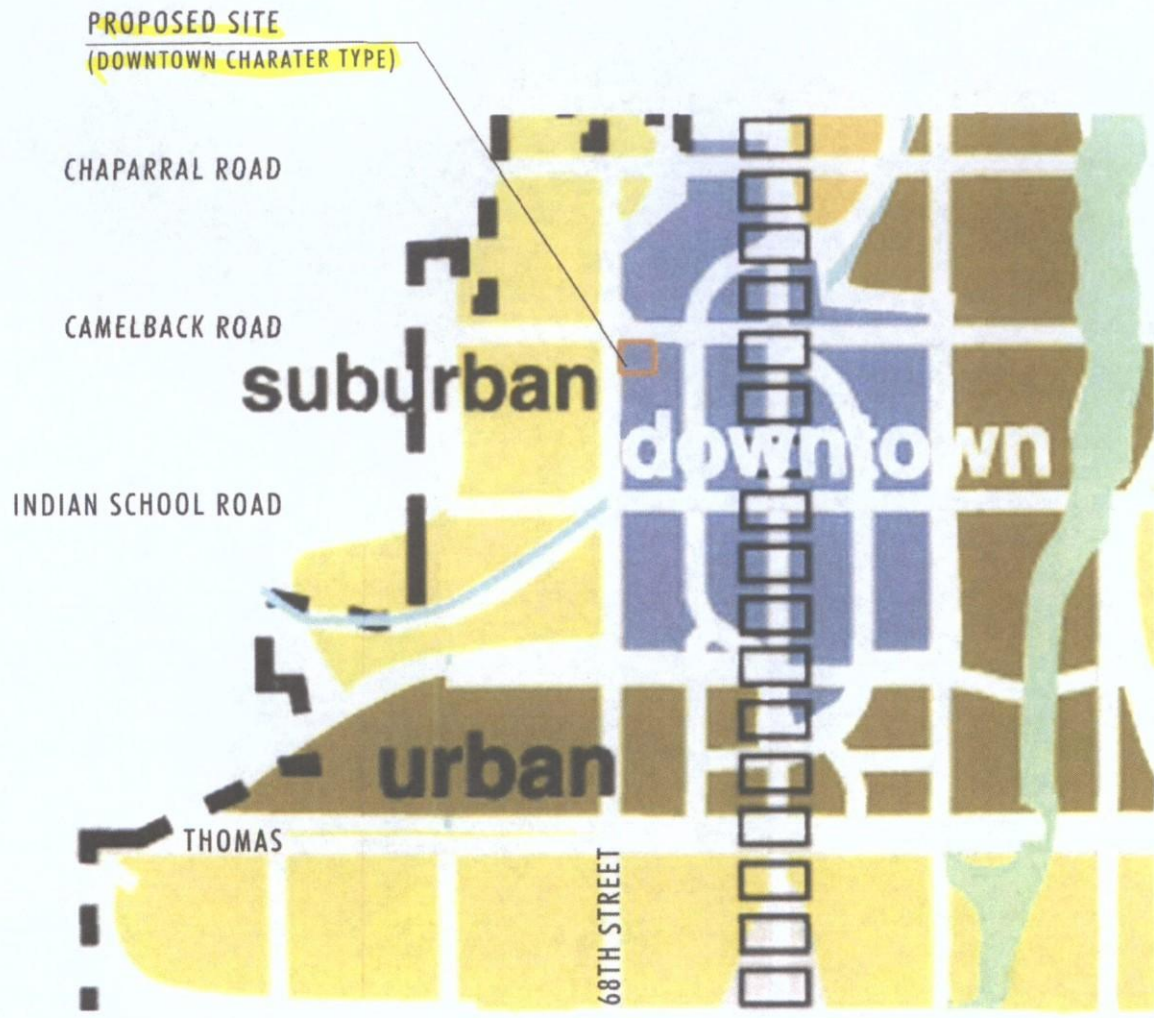
**ELLERMANN,  
 SCHICK &  
 BRUNO**  
 ARCHITECTURE PLANNING  
1000 AVENUE OF THE STARS, SUITE 1000  
 SCOTTSDALE, ARIZONA 85257

1-GP-2006  
 2-16-06

AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
 RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
 SCOTTSDALE, AZ

# GRAPHIC 2-C



- **Character Types Map**
- Rural/Rural Desert Character
- Suburban/Suburban Desert Character
- Tourism and Recreational Corridor
- Urban Character
- Downtown
- Resort Corridor and Resort Villages
- Employment Core
- Freeway Corridor/Regional Core
- Mountain
- McDowell Sonoran Preserve (as of 4/2002)
- State Trust Lands Reclassified for Conservation
- State Trust Lands Reclassified, but not limited to Conservation
- Recommended Study Boundary (RSB) of the McDowell Sonoran Preserve
- City Boundary
- Activity Center
- Visually Important Roadway



Adopted by City Council October 30, 2001  
 Ratified by Scottsdale voters March 12, 2002  
 revised to show McDowell Sonoran Preserve as of April 2, 2002

**CHARACTER AND DESIGN ELEMENT**

Locations depicted on this map are generalized  
**general plan**  
**scottsdale, arizona**

25053  
 12.28.05

**PROPOSED GENERAL PLAN:  
 CHARACTER MAP**  
 NTS

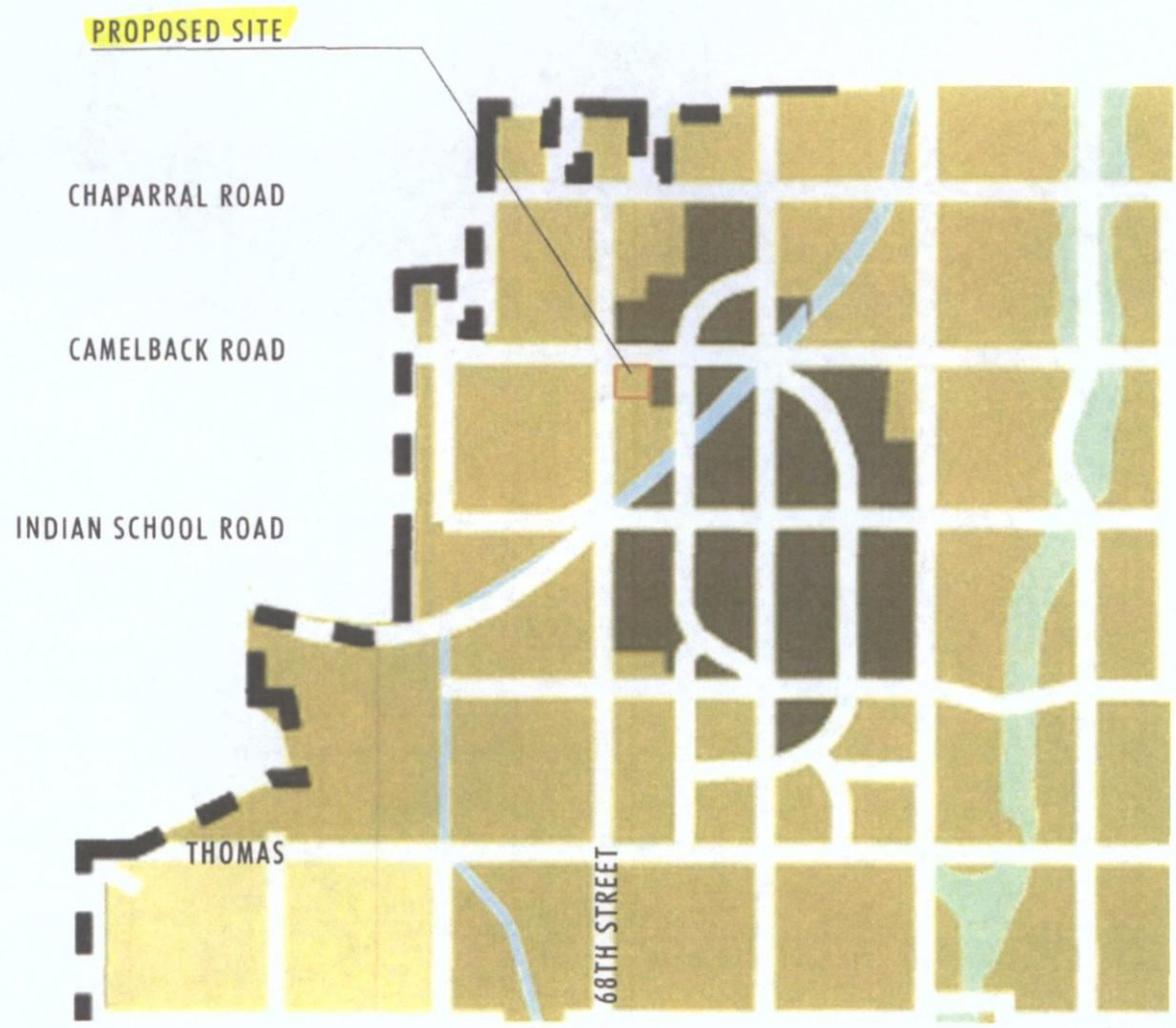
**ELLERMANN,  
 SCHICK &  
 BRUNO**  
ARCHITECTURE PLANNING  
 1000 AVENUE OF THE ARTS  
 SUITE 1000 SCOTTSDALE, AZ 85251

1-GP-2006  
 2-16-06

AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
 RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
 SCOTTSDALE, AZ

# GRAPHIC 4-A



### Streetscape Map

- Urban Streetscape
- Suburban Streetscape
- Transitional Streetscape
- Natural Streetscape



Designates where the design intensifies

Note: where two different streetscape areas meet, a gradual blending shall occur

- McDowell Sonoran Preserve (as of 4/2002)
- State Trust Lands Reclassified for Conservation
- State Trust Lands Reclassified, but not limited to Conservation
- Recommended Study Boundary of the McDowell Sonoran Preserve
- City Boundary

Adopted by City Council October 30, 2001  
Ratified by Scottsdale voters March 12, 2002  
revised to show McDowell Sonoran Preserve as of April 2, 2002

### CHARACTER AND DESIGN ELEMENT

Locations depicted on this map are generalized  
**general plan**  
**scottsdale, arizona**

25053  
12.28.05

## EXISTING GENERAL PLAN: NEIGHBORHOOD PLAN

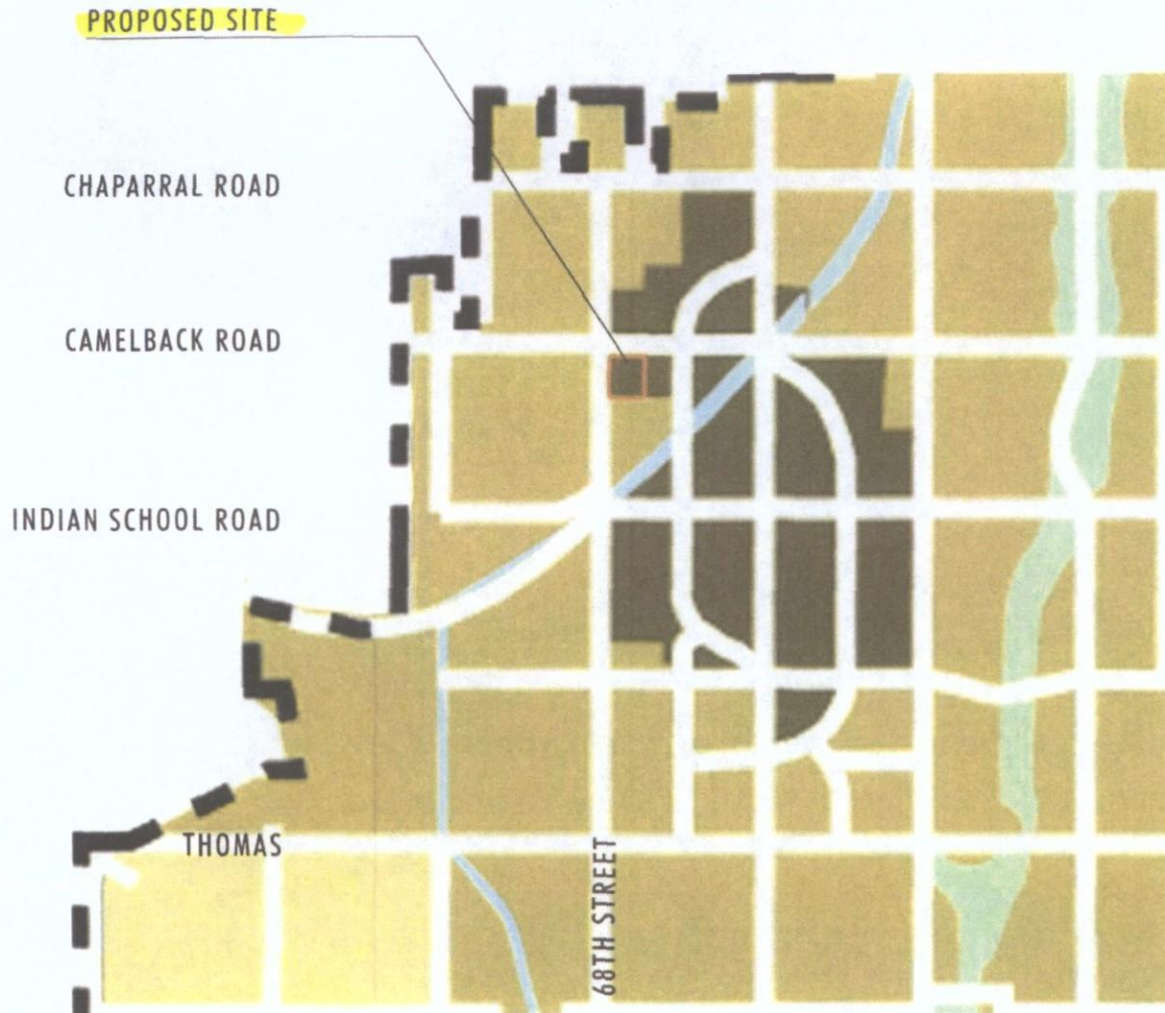
NTS

**ELLERMANN,  
SCHICK &  
BRUNO**  
ARCHITECTURE PLANNING  
100 JENNIFER DR. PHOENIX, AZ 85016  
TEL: 602.998.1800 FAX: 602.998.1801

1-GP-2006  
2-16-06

## AIMCO / ORCHIDTREE, L.P. **ORCHIDTREE** RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
SCOTTSDALE, AZ



• **Streetscape Map**

- Urban Streetscape
- Suburban Streetscape
- Transitional Streetscape
- Natural Streetscape



Designates where the design intensifies

Note: where two different streetscape areas meet, a gradual blending shall occur

- McDowell Sonoran Preserve (as of 4/2002)
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**CHARACTER AND DESIGN ELEMENT**

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**general plan**  
**scottsdale, arizona**

25053  
 12.28.05

**PROPOSED GENERAL PLAN:  
 NEIGHBORHOOD PLAN**

NTS

**ELLERMANN,  
 SCHICK &  
 BRUNO**  
 ARCHITECTURE PLANNING  
1001 E. GREENWAY AVENUE, SUITE 100  
 SCOTTSDALE, ARIZONA 85251

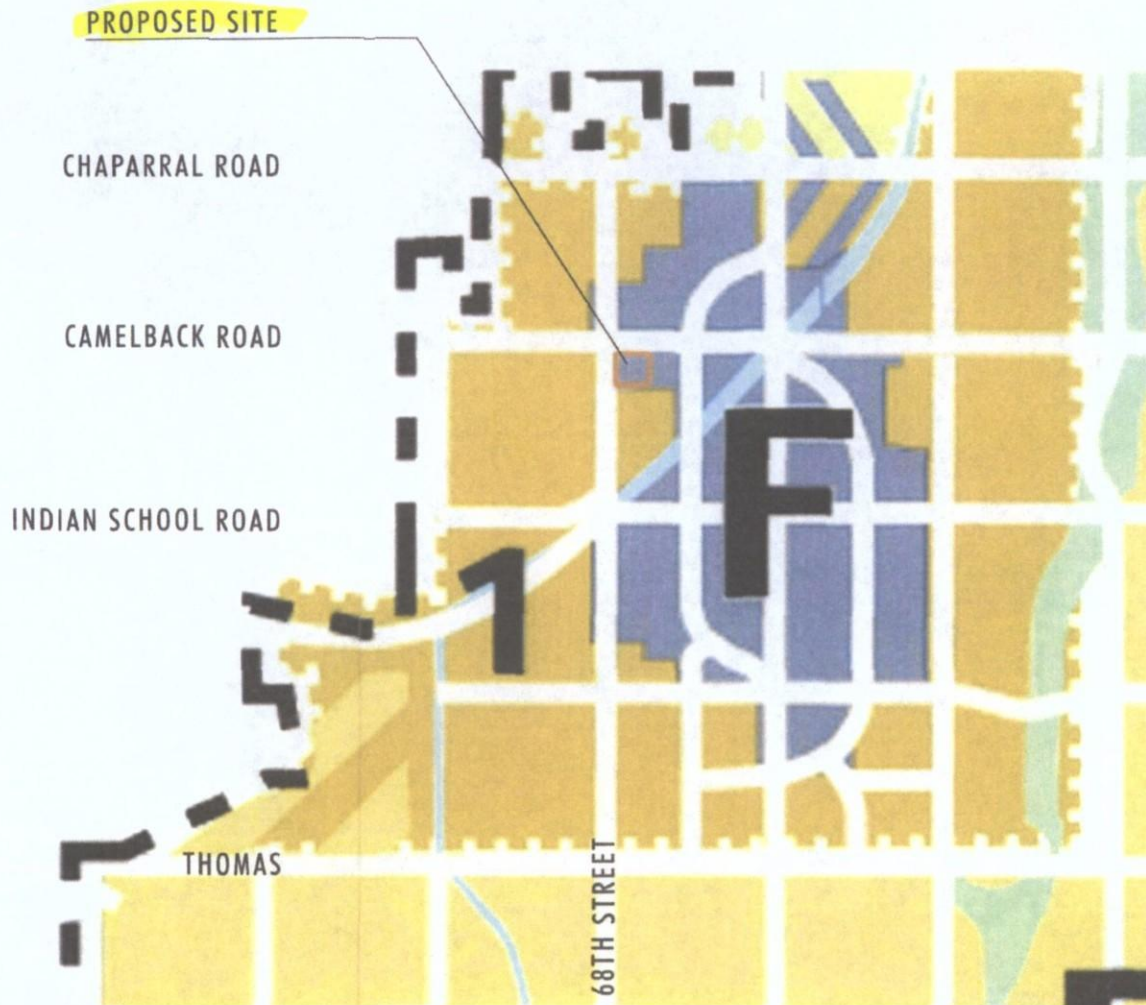
AIMCO / ORCHIDTREE, L.P.

**ORCHIDTREE**  
 RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
 SCOTTSDALE, AZ

1-GP-2006  
 2-16-06

# GRAPHIC 3-B



### • Character Areas Map

#### COMPLETED

Desert Foothills (July 1999)  
Dynamite Foothills (March 2000)

#### FUTURE

1-16

#### PRIORITY

A. Boulders  
B. and C. Sonoran Regional Core/Airpark

D. East Shea  
E. Indian Bend  
F. Downtown



- McDowell Sonoran Preserve (as of 4/2002)
- State Trust Lands Reclassified for Conservation
- State Trust Lands Reclassified, but not limited to Conservation
- Recommended Study Boundary of the McDowell Sonoran Preserve
- City Boundary

Adopted by City Council October 30, 2001  
Ratified by Scottsdale voters March 12, 2002  
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#### CHARACTER AND DESIGN ELEMENT

Locations depicted on this map are generalized

### general plan scottsdale, arizona

25053  
12.28.05

## PROPOSED GENERAL PLAN: CHARACTER AREA

NTS

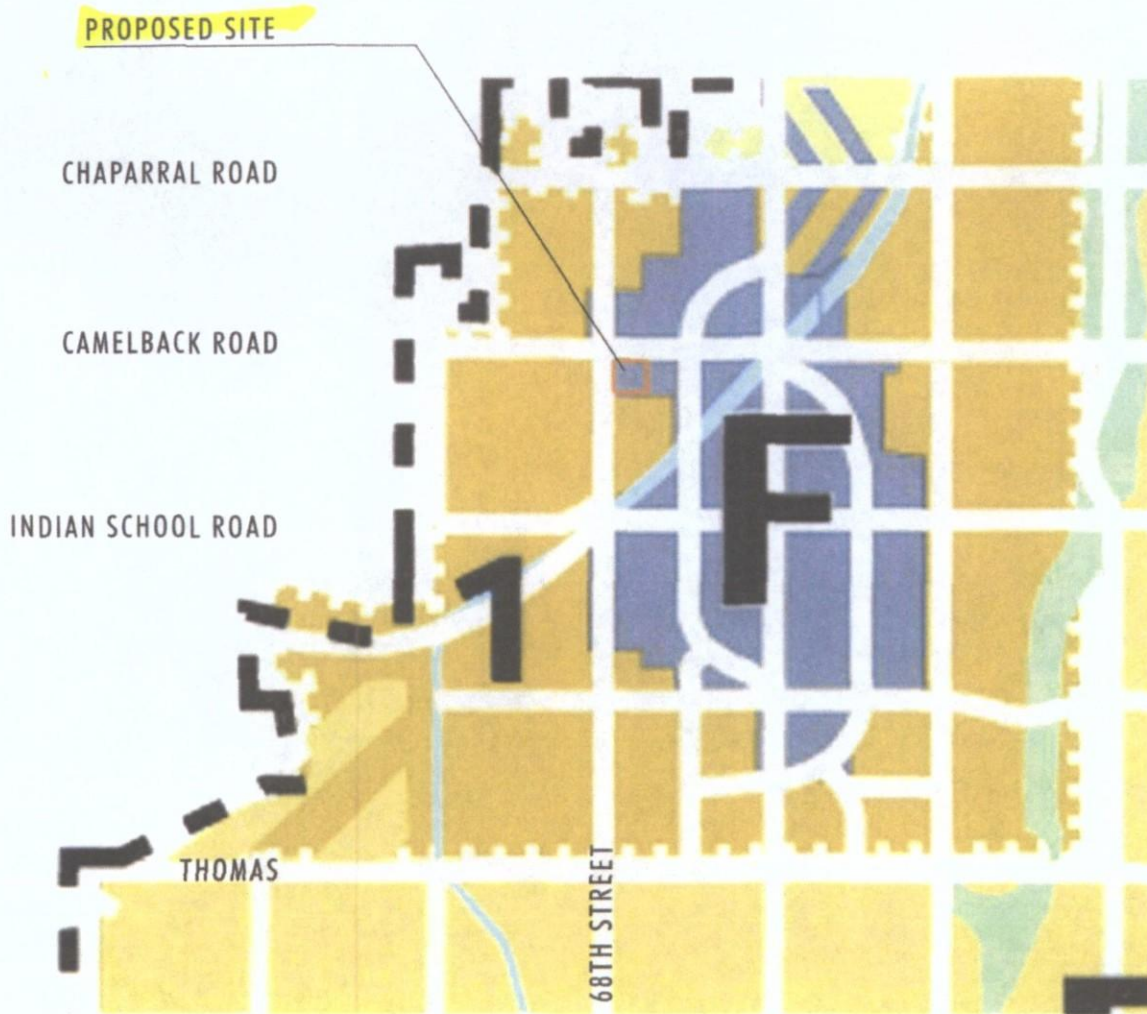
**ELLERMANN,  
SCHICK &  
BRUNO**  
ARCHITECTURE PLANNING  
1411 S. UNIVERSITY AVENUE, SUITE 100  
SCOTTSDALE, ARIZONA 85261

1-GP-2006  
2-16-06

AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
SCOTTSDALE, AZ

# GRAPHIC 3-A



### • Character Areas Map

**COMPLETED**  
Desert Foothills (July 1999)  
Dynamite Foothills (March 2000)

**FUTURE**  
1-16

**PRIORITY**  
A. Boulders  
B. and C. Sonoran Regional Core/Airpark

D. East Shea  
E. Indian Bend  
F. **Downtown**

- McDowell Sonoran Preserve (as of 4/20/02)
- State Trust Lands Reclassified for Conservation
- State Trust Lands Reclassified, but not limited to Conservation
- Recommended Study Boundary of the McDowell Sonoran Preserve
- City Boundary



Adopted by City Council October 30, 2001  
Revised by Scottsdale voters March 12, 2002  
revised to show McDowell Sonoran Preserve as of April 2, 2002

### CHARACTER AND DESIGN ELEMENT

Locations depicted on this map are generalized

general plan  
scottsdale, arizona

25053  
12.28.05

## EXISTING GENERAL PLAN: CHARACTER AREA

NTS

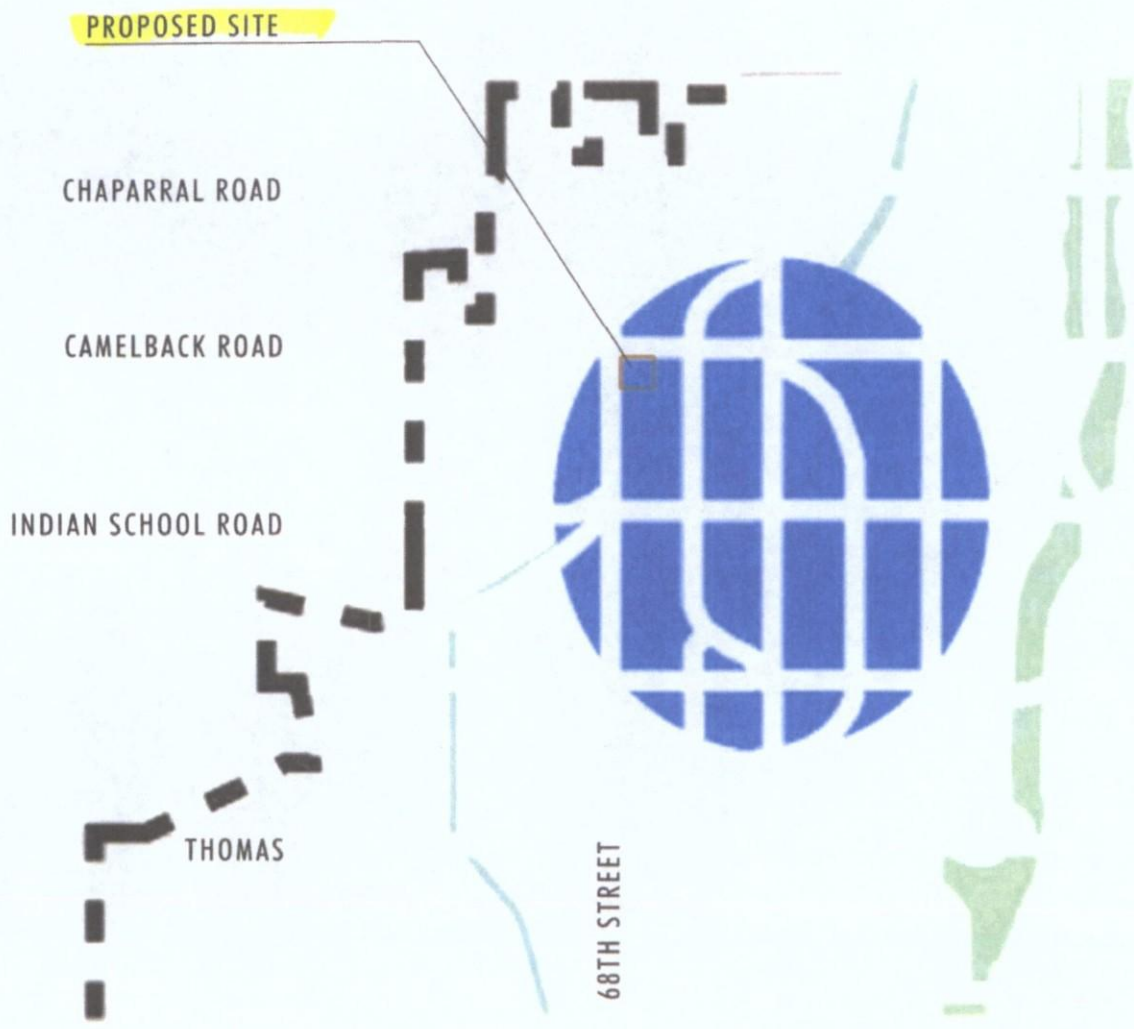
**ELLERMANN,  
SCHICK &  
BRUNO**  
ARCHITECTURE PLANNING  
100 N. GILBERT ST. SUITE 100  
SCOTTSDALE, AZ 85257

1-GP-2006  
2-16-06








AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
SCOTTSDALE, AZ

# GRAPHIC 6



### • Growth Areas Map

-  **Growth Areas**  
(areas where future development is focused - mixed uses and multi-modal transportation are most appropriate in these areas)
-  **Activity Areas**  
(areas where development is concentrated, but to a lesser degree than the Growth Areas)
-  McDowell Sonoran Preserve (as of 4/2002)
-  State Trust Lands Reclassified for Conservation
-  State Trust Lands Reclassified but not limited to Conservation
-  Recommended Study Boundary of the McDowell Sonoran Preserve
-  City Boundary

*Adopted by City Council October 30, 2001  
 Ratified by Scottsdale voters March 12, 2002  
 revised to show McDowell Sonoran Preserve as of April 2, 2002*

### GROWTH AREAS ELEMENT

*Locations depicted on this map are generalized*  
**general plan**  
**scottsdale, arizona**

25053  
 12.28.05

## EXISTING GENERAL PLAN: GROWTH AREAS MAP

NTS

**ELLERMANN,  
 SCHICK &  
 BRUND**  
 ARCHITECTURE PLANNING  
1001 E. UNIVERSITY AVENUE, SUITE 100, SCOTTSDALE, AZ 85251

1-GP-2006  
 2-16-06

AIMCO / ORCHIDTREE, L.P.  
**ORCHIDTREE**  
 RESIDENTIAL UNITS

SEC CAMELBACK & 68TH  
 SCOTTSDALE, AZ



2930 E. Camelback Rd. #210  
Phoenix, AZ 85016  
Phone: (602) 462-8130  
Fax: (602) 776-6220

Optima Sonoran Village, LLC  
c/o Biltmore Center Office #26  
Stewart Title & Trust of Phoenix  
2930 East Camelback Road, Suite 210  
Phoenix, AZ 85016

Attn: Sue Leonard

January 22, 2010

Re: Order No. 09260088  
Policy No. O-9401-229744  
Property: 6801 E. Camelback Rd., Scottsdale, AZ

Through the title plant date of January 15, 2010, we find that there have been no changes to the title or any matters affecting same subsequent to the policy dated July 2, 2009, except:

1. Assignment of Deed of Trust recorded August 31, 2009, in Document No. 2009-0807180. Said Assignment of Deed of Trust affects the Deed of Trust recorded July 2, 2009, in Document No. 20090610821.
2. Collateral Assignment of Note, Deed of Trust, Assignment of Rents and Leases and Other Loan Documents, recorded October 5, 2009, in Document No. 2009-0920962. Said Collateral Assignment affects the Deed of Trust recorded July 2, 2009, in Document No. 20090610821.
3. Assignment of UCC Financing Statement, recorded August 31, 2009, in Document No. 2009-0807181. Said Assignment of UCC Financing Statement affects the UCC Financing Statement, recorded July 2, 2009, in Document No. 20090610823.

We appreciate the opportunity of serving you in your title insurance transaction and if we may be of assistance to you in the future, please contact us.

Very truly yours,

A handwritten signature in cursive script that reads "Craig S. Leonard".

Craig S. Leonard, Sr. Vice President  
Title Department

CSL/bc

1-ZN-2010  
1<sup>st</sup>: 2/02/10

ALTA Owner's Policy (6-17-06)

OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A;
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records, including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental body's power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

*Craig A Leonard*  
Authorized Signature



*Stewart Jones Jr.*  
Senior Chairman of the Board

Stewart Title & Trust of Phoenix, Inc.  
Company



*Michael S. Morris*  
Chairman of the Board

Phoenix, Arizona  
City, State

*Michael Stalks*  
President

Part 1 of Policy Serial No. 0-9401- 229744

## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase,

## CONDITIONS (Continued)

lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this

purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered

loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE.**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS.**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.  
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION.**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM.**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.  
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

**SCHEDULE A**

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029

Address Reference: 6801 E. Camelback Rd., Scottsdale, AZ

Amount of Insurance: \$16,000,000.00

Date of Policy: July 2, 2009 at 01:19

1. Name of Insured:

Optima Sonoran Village, LLC, an Arizona limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE

3. Title is vested in:

Optima Sonoran Village, LLC, an Arizona limited liability company

4. The Land referred to in this policy is situated in the State of Arizona, County of Maricopa, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

1-ZN-2010  
1<sup>st</sup>: 2/02/10

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

Exhibit A

The North half of the West half of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part described as follows:

BEGINNING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22;

THENCE East 90 feet;

THENCE South 50 feet;

THENCE West 90 feet;

THENCE North 50 feet to the Point of Beginning.

1-ZN-2010  
1<sup>st</sup>: 2/02/10

## SCHEDULE B

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2009.
2. Reservations contained in the Patent from the United States of America, recorded in Book 113 of Deed, Page 476, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

4. Easement for ingress, egress and water lines and rights incident thereto, as set forth in instrument recorded in Book 604 of Deeds, pages 339 and 357 (Affects the North 330 feet of the West 19 feet of the Southeast quarter of Section 22, Township 2 North, Range 4 East).
5. Right of Way for road as shown on Map recorded in Book 10 of Road Maps, page 2 of the North 33 feet.
6. Right of Way for road as shown on Map recorded in Book 12 of Road Maps, page 75, over the North 48 feet.
7. Right of Way for road as shown on Map recorded in Book 13 of Road Maps, page 44, over the West 40 feet.
8. Easement for roadway and rights incident thereto, as set forth in instrument recorded in Docket 3265, page 489.
9. Easement for roadway and public utilities and rights incident thereto, as set forth in instrument recorded in Docket 5526, page 548.
10. Easement for water lines and fire hydrant and rights incident thereto, as set forth in instrument recorded in Docket 8230, page 598.

1-ZN-2010  
1<sup>st</sup>: 2/02/10

**SCHEDULE B (Continued)**

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

11. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 8517, page 939.
12. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 8700, page 50.
13. Easement for road and rights incident thereto, as set forth in instrument recorded in Docket 10544, page 970 and re-recorded in Docket 10571, page 1.
14. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 10567, page 678 and 679.
15. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 15610, Page 782.
16. Covenants concerning telecommunication service and non-exclusive easement as set forth in instrument recorded in Document No. 2001-1119992.
17. Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement given to secure the original amount of \$8,000,000.00, and any other amounts payable under the terms thereof  
Dated: July 2, 2009  
Trustor: Optima Sonoran Village, LLC, an Arizona limited liability company  
Trustee: Stewart Title & Trust of Phoenix, Inc., a Delaware corporation  
Beneficiary: RAIT Partnership, L.P., a Delaware limited partnership  
Recorded: July 2, 2009, in Document No. 20090610821
18. Assignment of Leases and Rents executed by Optima Sonoran Village, LLC, an Arizona limited liability company, to RAIT Partnership, L.P., a Delaware limited partnership, dated July 2, 2009, recorded July 2, 2009, in Document No. 20090610822, as additional security for indebtedness secured by Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated July 2, 2009, recorded July 2, 2009, in Document No. 20090610821.
19. Financing Statement between Optima Sonoran Village, LLC, an Arizona limited liability company, Debtor, and RAIT Partnership, L.P., a Delaware limited partnership, Secured Party, recorded July 2, 2009, in Document No. 20090610823.

1-ZN-2010  
1<sup>st</sup>: 2/02/10

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**CLTA ENDORSEMENT 103.11 – ACCESS AND ENTRY**

The Company insures against loss or damage sustained by the insured if: (i) the land, described in Schedule A, herein, does not abut and have both actual vehicular and pedestrian access to and from Camelback Road and 68<sup>th</sup> Street (the "Street(s)"), (ii) the Street(s) is not physically open and publicly maintained, or (iii) the insured has no right to use existing curb cuts or entries along that portion of the Street(s) abutting the land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State



*Stewart Davis Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Nehal Sankh*  
President

LTAA Endorsement 7 (Modified)  
CLTA Endorsement 103.11  
ALTA Endorsement 17  
Access and Entry  
103\_11.doc

1-ZN-2010  
1<sup>st</sup>: 2/02/10

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**CLTA ENDORSEMENT 116.1 – SURVEY**

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land, described in Schedule A, herein, to be the same as that delineated on the plat of a survey made by Clouse Engineering, Inc., designated Job No. 030102, dated July 22, 2003 and last revised on April 12, 2006.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig J. Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State



*Stewart Morris Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Nickal Smith*  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**WATER RIGHTS ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of damage to the future or existing improvements, including lawns, shrubbery or trees, resulting from the exercise or attempted exercise of any right to use the surface of the Land for the extraction or development of water excepted from the description of the Land or shown as an exception or reservation in Schedule B.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
\_\_\_\_\_  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Stewart Davis Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nehal S. Shalke*  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**ALTA ENDORSEMENT 9.2 – RESTRICTIONS, ENCROACHMENTS, AND MINERALS – OWNER’S  
POLICY – IMPROVED LAND**

The Company insures against loss or damage sustained by the insured by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - a. Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land that violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land that, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions, (iv) provides for a lien of liquidated dangers; or (v) provides for a charge or assessment.
  - c. Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
  - d. Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
  - e. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing buildings, including lawns shrubbery or trees:
  - a. That are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved.
  - b. Resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment.

4. Any final court order or judgment denying the right to maintain any existing building on the land because of any violation of covenants, conditions, or restrictions or buildings setback lines shown on a plat of subdivision recorded or filed in the public records.
5. Unmarketability of the title to the estate or interest by reason of any violations on the land, occurring prior to acquisition of the title to the estate or interest by the insured of any covenants, conditions or restrictions.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1.a. and 4, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform, maintenance, repair, or remediation on the land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded or filed in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
 Authorized Signature  
 Stewart Title & Trust of Phoenix, Inc. \_\_\_\_\_  
 Company  
 Phoenix, AZ 85013 \_\_\_\_\_  
 City, State

**stewart**  
 title guaranty company



*Stewart Morris Jr.*  
 Senior Chairman of the Board

*Michael S. Morris*  
 Chairman of the Board

*Nickel Stahl*  
 President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**LTAA ENDORSEMENT 5 - IMPROVEMENT / ADDRESS**

The Company assures the Insured that at the date of this policy there is located on said land a vacant apartment complex commonly known as 6801 E. Camelback Rd., Scottsdale, AZ and that the map attached to this policy shows the correct location and dimensions of said land according to those records which under the recording laws impart constructive notice as to said land.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This Endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof. This Endorsement is dated as of the date of said policy unless otherwise stated herein.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State



*August Morris Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Nehal Sankh*  
President

Order No.: 09260088

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. O-9401-229744**  
**ISSUED BY**

**Stewart Title Guaranty Company**

**ALTA ENDORSEMENT 8.1-06 – ENVIRONMENTAL PROTECTION LIEN**  
**(Modified for Owner's Policy – Commercial Property)**

The Company insures against loss or damage sustained by the Insured by reason of the existence of any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State



*August Morris Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Michael Sealth*  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**PATENT ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage which the Insured shall sustain as a result of any exercise or attempted exercise of the rights reserved in the Patent to the land described in Schedule A, Paragraph No. 4 and referred to in Paragraph No. 2 of Schedule B, over and through said Land.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Stewart Davis Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board

*Michael S. Morris*  
\_\_\_\_\_  
Chairman of the Board

*Nicholas Stellas*  
\_\_\_\_\_  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**TAX PARCEL ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage by reason of any inaccuracy in the assurance that the land referred to in Paragraph No. 4 of Schedule A herein is covered by Maricopa County Assessor's Tax Identification No. 173-43-006E and said tax identification number does not include any other land.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State



*Robert Morris Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Michael Spalla*  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**ARBITRATION DELETED ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The "Conditions" of said policy are hereby amended by deleting the "Arbitration" provision as set forth in Paragraph No. 14 of said policy.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Andrew Morris Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board

*Michael S. Morris*  
\_\_\_\_\_  
Chairman of the Board

*Nickel Stalla*  
\_\_\_\_\_  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**CONTIGUITY ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company assures the Insured that the Land described in Schedule A hereof consists of a single contiguous parcel of Land with no strips, gaps or gores.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

**stewart**  
title guaranty company



*Steven Morris Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Michael Steinhilber*  
President

Order No.: 09260088

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. O-9401-229744**  
**ISSUED BY**

**Stewart Title Guaranty Company**

**ALTA ENDORSEMENT 21-06 – CREDITORS’ RIGHTS**

The Company insures against loss or damage sustained by the Insured by reason of the avoidance in whole or in part, or a court order providing some other remedy, based on the voidability of any estate, interest, or Insured Mortgage because of the occurrence on or before Date of Policy of a fraudulent transfer or a preference under federal bankruptcy, state insolvency, or similar creditors’ rights laws.

The coverage provided by this endorsement shall include the payment of costs, attorneys’ fees and expenses necessary to defend the Insured against those counts, and no others, of any litigation seeking a court order which will result in loss or damage against which this endorsement provides insurance to the extent provided in the Conditions.

This endorsement does not insure against loss or damage if the Insured (a) knew when it acquired any estate, interest, or Insured Mortgage that the transfer, conveyance, or Insured Mortgage was intended to hinder, delay, or defraud any creditor, or (b) is found by a court not to be a transferee or purchaser in good faith.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Stewart D. Jones Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board

*Michael S. Morris*  
\_\_\_\_\_  
Chairman of the Board

*Nehal S. Sankh*  
\_\_\_\_\_  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**LTAA ENDORSEMENT 7 – POLICY AMENDMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The "Exclusions from Coverage" of said policy are hereby amended by deleting Paragraph No. 5.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

**stewart**  
title guaranty company



*Stewart Morris Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nickel Smith*  
President

Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

LTAA ENDORSEMENT 7 – POLICY AMENDMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The "Exclusions from Coverage" of said policy are hereby amended by deleting Paragraph No. 4.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Stewart Tomie Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board

*Michael S. Morris*  
\_\_\_\_\_  
Chairman of the Board

*Nicholas Smith*  
\_\_\_\_\_  
President

Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

**Stewart Title Guaranty Company**

**LTAA ENDORSEMENT 7 – POLICY AMENDMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

“Public Records” shall also mean “those records which by law impart constructive notice of matters relating to sale Land.”

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State



*Stewart Morris Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board

*Michael S. Morris*  
\_\_\_\_\_  
Chairman of the Board

*Nickol Stalks*  
\_\_\_\_\_  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**SUBDIVISION ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Paragraph No. 4 of Schedule A to be able to be sold or conveyed as a separate parcel without further subdivision.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
\_\_\_\_\_  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Stewart Davis Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board

*Abraham S. Morris*  
\_\_\_\_\_  
Chairman of the Board

*Nehal Sankh*  
\_\_\_\_\_  
President

Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**UTILITY FACILITY ENDORSEMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage which the insured shall sustain by reason of any inaccuracies in the following assurance:

Water, electric, telephone, storm sewer and sanitary sewer services are available to the land described in Schedule A either over, under or upon public rights of way directly adjacent to said land or over, under or upon an easement (not terminable by the grantor thereof or by his heirs, personal representatives, successors or assigns) for the benefit of said land that connects to public rights of way.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
\_\_\_\_\_  
City, State

**stewart**  
title guaranty company



*Stewart Morris Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nicholas Stalko*  
President

MARICOPA COUNTY  
OFFICIAL PARCEL MAP  
STATE OF ARIZONA

PT. SECTION 22 T02N R04E

MAP # 825 - 22 - 04 - 02

186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300
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LOCATOR GRID

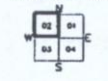
SECTION

04	05	06	07	08	09	10	11	12
13	14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39

1/4 SECTION



1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA

BOOK: 173	MAP: 35
BOOK: 173	MAP: 36
BOOK: 173	MAP: 37
BOOK: 173	MAP: 38
BOOK: 173	MAP: 39
BOOK: 173	MAP: 40
BOOK: 173	MAP: 41
BOOK: 173	MAP: 42
BOOK: 173	MAP: 43
BOOK: 173	MAP: 44
BOOK: 173	MAP: 45
BOOK: 173	MAP: 46
BOOK: 173	MAP: 47
BOOK: 173	MAP: 48
BOOK: 173	MAP: 49
BOOK: 173	MAP: 50

SUBDIVISIONS

WHITWOOD 2  
MCR 072-12, 1958 SUB  
VILLA ADRIAN  
MCR 124-34, 1970 SUB



SCALE: 1" = 100'



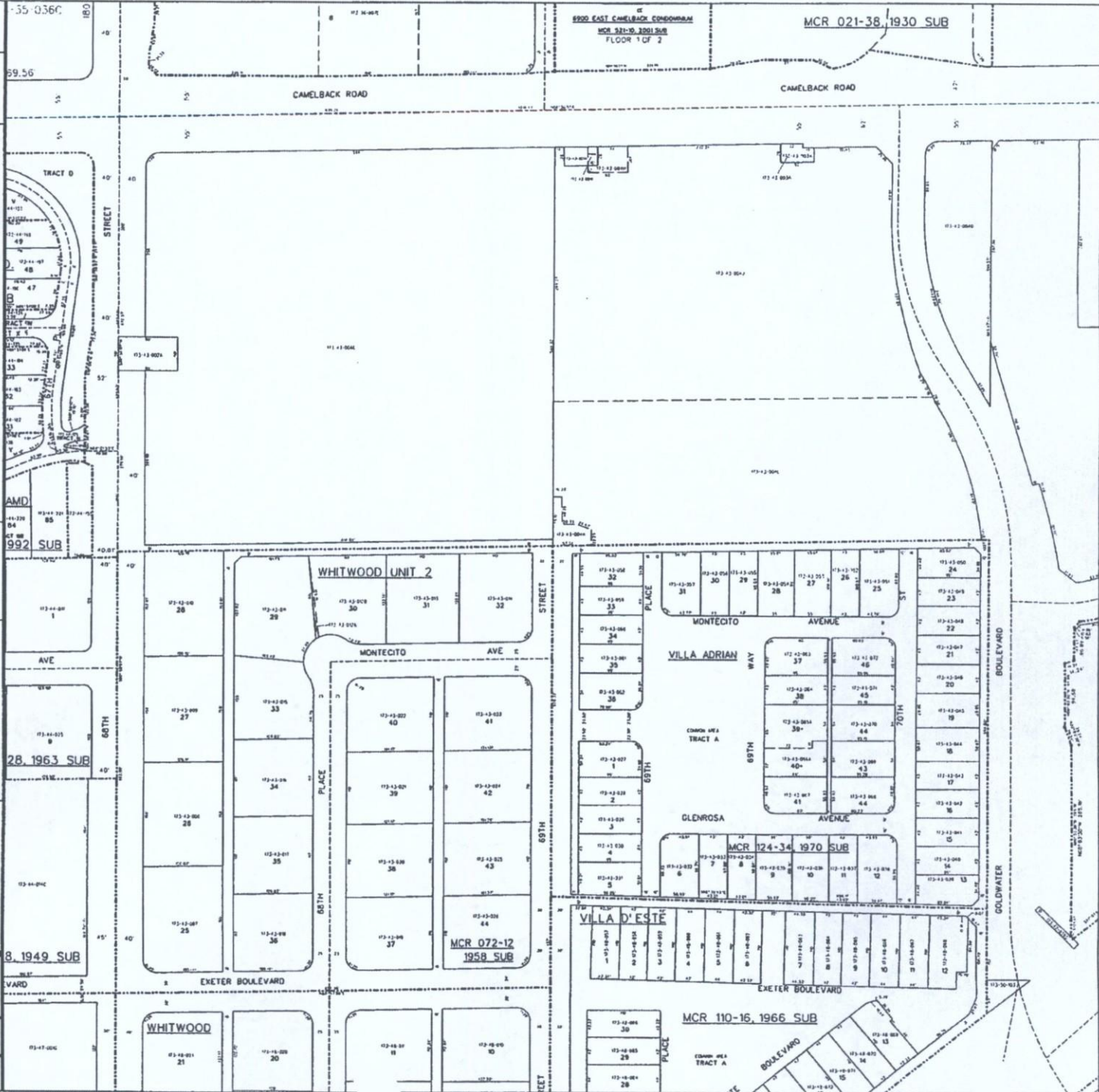
MARICOPA COUNTY ASSESSOR'S OFFICE  
301 W. JEFFERSON ST.  
PHOENIX, AZ 85003  
www.maricopa.gov/assessor

LEGEND

- Subdivision Boundary Line
- Parcel Boundary Line
- Street Centerline
- Street Corner Marker
- Section Corner Marker
- Section Boundary Line
- Parcel Split Line
- Parcel Number
- Parcel Boundary Line

Disclaimer - Indemnification

Assessor/County does not warrant and agrees that Maricopa County does not guarantee the accuracy of the map and that the user of this map is responsible for the accuracy of the information shown on the map. The user of this map is responsible for the accuracy of the information shown on the map. The user of this map is responsible for the accuracy of the information shown on the map.



1-ZN-2010  
1st, 2/02/10

#2

P  
Phoenix 02009

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Phoenix, Arizona, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Vernon Elliott has been established and duly consummated, in conformity to law, for the northwest quarter of the Southeast quarter of Section twenty-two in Township two north of Range Four east of the Gila and Salt River Meridian, Arizona, containing forty acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twentieth day of April in the year of our Lord one thousand nine hundred and Fifteen and of the Independence of the United States the one hundred and thirty-ninth.

By The President; Woodrow Wilson  
By M. P. LeRoy, Secretary,  
L. Q. C. Lamar, Recorder of the General Land Office.

(G.L.S.SEAL)

RECORDED: Patent Number 469153.

Filed and recorded at request of Vernon Elliott, Sep 13, 1915, at 1:02 P. M.

Vernon L. Vaughn, County Recorder.  
By J. D. Henderson, Deputy.

WARRANTY DEED.

I. R. 50 Cents Cancelled.

STATE OF ARIZONA,  
SS.  
County of Maricopa.

KNOW ALL MEN BY THESE PRESENTS: That Henry Baswitz and Amelia Baswitz, his wife of the County of Maricopa, State of Arizona, for and in consideration of Ten and 00/100 Dollars, to them in hand paid by Esther Harrison have granted, sold and conveyed; and by these presents do grant, sell and convey unto the said Esther Harrison all that certain premises described as follows, viz:- Lot Eleven (11), Block One (1), of Hollywood Heights, being a sub-division of a part of the Northeast Quarter of Section 10, Township 1 North, Range 3 East, of G. & S. R. S. & M., Maricopa County, Arizona, as per map or plat thereof on file and of record in the office of the County Recorder of said County and State, subject to the following restrictions and conditions: That said premises shall be used for residence purposes only and no building other than a dwelling house, private stable and the necessary out-buildings shall ever be erected on said lot-such dwelling when so erected to cost at least the sum of One Thousand Dollars (\$1000.00) and all wood work on the outside thereof to be painted with two coats of paint within 60 days after said house is substantially completed; That no house shall be erected nearer the front line of said lot than 30 feet, nor any barn or other outbuilding nearer than 100 feet of said front line; That no part of said premises shall ever be conveyed transferred, let or demised to any person or persons of African, Mexican, Japanese or Chinese descent. That upon breach of said covenants, or any of them, the property herein described shall thereupon revert to the parties of the first part, their successors and assigns; Provided that any existing valid mortgage shall remain an encumbrance thereon, but said mortgagee shall in case of acquiring title thereto be bound by said covenants.

The above restrictions and conditions to run with the land.  
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Esther Harrison her heirs and assigns forever. And we hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said Esther Harrison her heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Except any taxes now a lien and unpaid.  
Witness our hands this Fifteenth day of September, A. D. 1915.

Henry Baswitz (SEAL)  
Amelia Baswitz (SEAL)

#9

Unofficial Document

WARRANTY DEED

WARRANTY DEED BY THESE PRESENTS:

That La Verne Ross, a widow, of the City of Phoenix, County of Maricopa, for and in consideration of the sum of Ten and no/100 (10.00) Dollars, to her in hand paid by Arcadia Water Company, a corporation, has granted, sold and conveyed and by these presents does grant, sell and convey, unto the said Arcadia Water Company, a corporation, all that certain premises situated in Maricopa County, State of Arizona, described as follows, to-wit:

That part of the West Half (NW $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian described as follows, situated in Maricopa County, Arizona:

Commencing at a point 333 feet South of the Northwest corner of the West-half (NW $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22; thence East 150 feet; thence South Fifty (50) feet; thence West Fifty (50) feet; thence North Fifty (50) feet to the place of beginning;

together with the full and free easement, right and liberty, at all times hereafter, for ingress and egress, to and from, and in connection with, the use and enjoyment of said property, to use as a road and to pass and repass upon and along that certain piece or strip of land described as follows:

Commencing at the Northwest corner of the West Half (NW $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22; thence East 15 feet; thence South 333 feet; thence West 15 feet; thence North 333 feet to the place of beginning;

together with the easement, right and liberty at all times to construct, install, maintain and use

BOOK 604 PAGE 340

a water pipe line along and under said last described piece or strip of land;

Reserving to grantor, her heirs and assigns, an easement of way along the West Right-of-Way (18) feet of that part of the West Half (SW 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 22, first above described.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Arcadia Water Company, a corporation, its successors and assigns forever.

And she hereby binds herself, her heirs, executors, administrators and assigns to warrant and forever defend, all and singular, the premises unto the said Arcadia Water Company, a corporation, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 14th day of May, 1947.

*La Verne Ross*

SPACED BY ARIZONA }  
County of Maricopa } as

On this the 14th day of May, 1947, before me, Elaine E. Stambaugh the undersigned Notary Public, personally appeared La Verne Ross, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for the purposes therein contained.

*Elaine E. Stambaugh*  
Notary Public

Notary Commission Expires: June 1, 1948



-2-

STATE OF ARIZONA,  
County of Maricopa

#33607 *Compans*

I do hereby certify that the within instrument was filed and recorded at request of *Arcadia Water Co.* on *May 20, 1947* at *2:00 P.M.* Book *604 Page 340*

WITNESS my hand and official seal the day and year first above written.  
ROGER L. LAVER, County Recorder.

By: *Glenn C. May* Deputy.

# 4

Unofficial Document

EXECUTRIX DEE

THIS INDENTURE, made this 14<sup>th</sup>

May, 1947, by and between LA VERNE ROSS, the duly appointed, qualified and acting Executrix of the Estate of John J. Ross, deceased, of Phoenix, Maricopa County, Arizona, First Party, and ARCADIA WATER COMPANY, an Arizona corporation, Second Party,

W I T N E S S E T H:

That, whereas, on the 6th day of November, 1946, the Superior Court of the County of Maricopa, State of Arizona, made an order of sale authorizing the said First Party to sell certain real property belonging to said estate situated in Maricopa County, Arizona, and specified and particularly described in said order of sale; which order is now on file and of record in said Court and is hereby referred to and made a part of this indenture; and

WHEREAS, under and by virtue of said order of sale, said First Party on the 21<sup>st</sup> day of January, 1947, sold said real property subject to confirmation by said Court, to Second Party, for the sum of Three Hundred and no/100 (\$300.00) Dollars; and

WHEREAS, said Court on the 2nd day of May, 1947, made an order confirming said sale, and directing a conveyance to be executed to the said Second Party, a certified copy of which order of confirmation was recorded on the 2nd day of May, 1947, in the office of the County Recorder of Maricopa County, Arizona, in Book 84 of Miscellaneous Records, at pages 453, 454, 455 and 456 thereof;

BOOK 604 PAGE 358

NOW, THEREFORE, the said LA VERNE ROSS, Executrix of the Estate of John J. Ross, deceased, the First Party, pursuant to the order last aforesaid of the said Court, for and in consideration of the sum of Three Hundred and no/100 (\$300.00) Dollars, to her in hand paid by the said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Second Party, its successors and assigns forever, all the right, title, interest and estate of the said John J. Ross, deceased, at the time of his death, and also all the right, title and interest that the said estate, by operation of law or otherwise, may have acquired, other than or in addition to that of the said deceased at the time of his death, in and to all that certain real property situated in Maricopa County, Arizona, and particularly described as follows:

That part of the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section 22, Township 2 North, Range 4 East of the Gila and Salt River base and Meridian described as follows, situated in Maricopa County, Arizona:

Commencing at a point 333 feet South of the Northwest corner of the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of said Section 22; thence East Fifty (50) feet; thence South Fifty (50) feet; Thence West Fifty (50) feet; thence North Fifty (50) feet to the place of beginning;

Together with the full and free easement, right and liberty, at all times hereafter, for ingress and egress, to and from, and in connection with, the use and enjoyment of said property, to use as a road and to pass and repass upon and along that certain piece or strip of land described as follows:

STATE OF ARIZONA, )  
 County of Maricopa )  
 I do hereby certify that the within instrument was filed and recorded at request of Arcadia Water Co  
 on MAY 20 1947 at 10 M., Book 604 Deed  
 For 357-358-359 Rec. of ARIZONA  
 WITNESS my hand and official seal this day and year first above written.  
 ROGER C. LAVAN, County Recorder,  
 By [Signature] Deputy.

Commencing at the Northwest corner of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22; thence East 18 feet; thence South 333 feet; thence West 18 feet; thence North 333 feet to the place of beginning;

Together with the easement, right and liberty at all times to construct, install, maintain and use a water pipe line along and under said last described piece or strip of land;

Reserving unto Grantor, her heirs and assigns, an easement of way along the west Eighteen (18) feet of that part of the West half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22, first above described.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said Second Party, its successors and assigns forever.

In Witness Whereof the said First Party, Executrix of the Estate of John J. Ross, deceased, has hereunto set her hand the day and year first above written.

*La Verne Ross*

STATE OF ARIZONA )  
County of Maricopa )SS

On this the 14th day of May, before me,

Elsie E. Stambaugh, the undersigned Notary Public, personally appeared LA VERNE ROSS, Executrix of the Estate of John J. Ross, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for the purposes therein contained, and in the capacity therein stated.



IN WITNESS WHEREOF I have hereunto set my hand and

official seal.

My Commission Expires:  
June 1, 1948

*Elsie E. Stambaugh*  
Notary Public









22-60-489  
R

MAY 5, 1960

489

#3

STATE OF ARIZONA, County of Maricopa, ss.  
I, N. C. KELLY, County Recorder, do hereby certify that the within instrument was filed and recorded at request of LaVerne Frisk on May 2 at Phoenix, Arizona, M. Docket # 78662 DEED  
Page 1 of 1 Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year first above written.  
N. C. KELLY, County Recorder.  
By [Signature] Deputy.

51-12  
When recorded, return to:

Maricopa County Board of Supervisors  EASEMENT  
Maricopa County Engineer

R/W S-335(6) Camelback Rd.  
Parcel #161 - REVISED

LaVerne Frisk, wife of Walter L. Frisk,  
dealing with her sole and separate property, Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in, the County of Maricopa, State of Arizona, and described as follows:

That part of the Northwest One-quarter of the Northwest One-quarter of the Southeast One-quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-two(22), Township Two(2) North, Range Four(4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows: Beginning at a point South 0°10'45" East Thirty-three (33) feet and North 88°43'15" East Thirty-four(34) feet from the Northwest corner of said (NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ), thence North 88°43'15" East 4.73 feet; thence South 31°00' West 37.53 feet; thence North 59°00' West Four(4) feet; thence North 31°00' East Thirty-five(35) feet to the place of beginning.

No further considerations.

M.C.H.D.  
Printed  
[Signature]  
[Signature]  
Checked  
[Signature]  
Approved  
[Signature]  
5/14/60

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereon.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey the same free from all encumbrances; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described tract as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 2nd day of May, 1960.

(Seal) [Signature] (Seal)  
(Seal) \_\_\_\_\_ (Seal)  
(Seal) \_\_\_\_\_ (Seal)

STATE OF ARIZONA  
County of MARICOPA

This instrument was acknowledged before me this 2nd day of May, 1960, by LaVerne Frisk



[Signature]  
Notary Public

My commission expires 10/15/63

FORM 59-18 (REV. 4-53)

(1-3-2010) (489)

3265/489

1-ZN-2010  
1st: 2/02/10

EASEMENT

When recorded, return to:

Right of Way Division, City of Scottsdale  
J W. Indian School Road, Scottsdale, Ariz.

R/W 650163

#9

LA VERNE FRISK, formerly LA VERNE ROSS, wife of WALTER L. FRISK,

dealing with her sole and separate property

Grantors for and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, do hereby grant to the City of Scottsdale, a municipality created and existing under the laws of the State of Arizona, its successors and assigns, a permanent easement and right of way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right of way situated in the City of Scottsdale, State of Arizona, and described as follows:

Those certain parcels marked Exhibit A, attached hereto and made a part hereof for all intents and purposes.

To have and to hold the said easement and right of way unto the City of Scottsdale, a municipality created and existing under the laws of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and public utilities and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land, that they have a good and lawful right to sell and convey it, that it is free from all encumbrances, and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right of way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 12th day of March, 1965

Mrs. La Verne Frisk (Seal) (Seal) (Seal)

STATE OF } ss.  
COUNTY OF

This instrument was acknowledged before me this 12th day of March, 1965, by

Mrs. LaVerne Frisk

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: 2-29-68

5526/548

5526/548

EXHIBIT A

Parcel No. 1: The North Fifty-five (55.00) feet and the South Ten (10.00) feet of the North half of the West half of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian.

Parcel No. 2: That part of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, described as lying between a line parallel to and Fifty-five (55.00) feet South of the North line of said Southeast quarter, a line parallel to and Forty (40.00) feet East of the West line of said Southeast quarter and an arc of Twenty (20.00) foot radius tangent to said lines.

Parcel No. 3: The West Forty (40.00) feet of the North half of the West half of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian; EXCEPT that part described as follows:

Commencing at a point 333 feet South of the Northwest corner of the Southeast quarter of said Section 22, thence East 50 feet, thence South 50 feet, thence West 50 feet, thence North 50 feet to the point of beginning.

OLDEED

78570

STATE OF ARIZONA }  
County of Maricopa } ss  
I hereby certify that the within instrument was filed and recorded, at request of

CITY OF SCOTTSDALE

1965 APR 27 9 13 5526  
or age 548.549  
Witness my hand and official seal the day and year aforesaid.

Clifford H. Ward  
County Recorder  
By *[Signature]*  
Deputy Recorder 150

Plotted  
6-30-65  
17-44

5526/549

5526/549

1-ZN-2010  
1st: 2/02/10

SEND 1-152 1-155  
CASH 10 1/2 in 21

132190

#10

When recorded, mail to  
CITY CLERK'S OFFICE  
ROOM 410, MUNICIPAL BUILDING  
241 WEST WASHINGTON  
PHOENIX, ARIZONA 85003

CALLAND  
262-6736

For use by County Recorder

24-R. AGR.

PKT 82:30 PAGE 598

CITY OF PHOENIX, ARIZONA  
Finance Department  
DIVISION OF REAL ESTATE  
JF:jj 17-44

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable considerations,  
W. R. SCHULZ AND ASSOCIATES, an Arizona corporation

Grantor, hereby grants to the City of Phoenix, a municipal corporation of the State of  
Arizona, Grantee, an easement for water lines and fire hydrant purposes in the  
following-described real property situated in the City of Phoenix, County of Maricopa,  
State of Arizona, to-wit:

Those parts of the North half of the West half of the Northwest quarter of the South-  
east quarter of Section 22, Township 2 North, Range 4 East, G&SRB&H, designated as Parcels  
No. 1, No. 2, No. 3, and No. 4; said Parcels being described as follows:

PARCEL NO. 1

The East 3 feet of the West 43 feet of the South 5 feet of the North 271 feet of said  
North half.

PARCEL NO. 2

The West 16 feet of the East 38 feet of said North half;  
EXCEPT the North 55 feet and the South 10 feet thereof.

PARCEL NO. 3

The West 22 feet of the East 60 feet of the South 12 feet of the North 287 feet of  
said North half.

PARCEL NO. 4

The West 22 feet of the East 60 feet of the North 12 feet of the South 87 feet of said  
North half.

Grantor herein covenants and agrees that no permanent buildings or structures other than  
removable type wooden or wire fences shall be erected over this easement.

TO HAVE AND TO HOLD the easement hereinabove described, together with all and  
singular the rights and appurtenances thereto in any wise belonging to the Grantor for the  
use and benefit of the public as a right of way for water lines and fire hydrant  
purposes.

IN WITNESS WHEREOF, the W. R. SCHULZ AND ASSOCIATES, an Arizona corporation  
has caused its corporate name to be signed and its corporate seal to be affixed by the  
undersigned officers thereunto duly authorized, this 16<sup>th</sup> day of JUNE 1970  
W. R. SCHULZ AND ASSOCIATES, an Arizona  
corporation

By: [Signature]  
By: \_\_\_\_\_

STATE OF Arizona )  
County of Maricopa ) ss.

On this 16th day of June, 1970, before me, the undersigned officer,  
personally appeared Jane L. Clark and \_\_\_\_\_ who  
acknowledged ~~themselves~~ to be the Vice President and \_\_\_\_\_,  
~~XXXXXX~~ of W. R. SCHULZ & ASSOCIATES,  
and that they, as such Vice President and \_\_\_\_\_, being authorized  
so to do, executed the foregoing instrument in the capacity therein stated and for the purposes  
herein contained, by signing the name of the corporation by themselves as Vice President  
and \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and official seal,  
My Commission expires 11/1/72 Donald F. Linn, Notary Public  
46-84D  
New 3-66

WATER LINES

1-ZN-2010  
1st: 2/02/10

1172!

DKT 8230 PAGE 599

STATE OF ARIZONA } ss  
County of Maricopa }

I hereby certify that the with  
in Instrument : : : filed and re-  
corded at request of

PHOENIX CITY BY

Jul 21 '70-436

In Docket 8230

on page 578-599

Witness my hand and official  
seal the day and year above said.

Paul W. Mastrop  
County Recorder

By [Signature]  
[Signature]

100

# 11

RIGHT OF WAY DIV.  
SALT RIVER PROJECT  
P. O. BOX 19-0  
PHOENIX, ARIZ 85001

### EASEMENT

8517 PAR 939 21509

R/W #368 LW  
Co. Maricopa  
173-43

KNOW ALL THOSE MEN BY THESE PRESENTS:

That W. R. SCHULZ AND ASSOCIATES, an Arizona corporation

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, the right to use, occupy, and enjoy the certain parcels of land, together with all appurtenances thereto, and other appurtenances thereto, hereinafter and here to the following described property:

The South 7 feet of the East 160 feet of the West 207 feet of the South half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ALSO:

The East 7 feet of the West 47 feet of the South 38 feet of said South half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 22.

1-ZN-2010  
1st: 2/02/10

County of Maricopa } ss  
I hereby certify that the within  
is a true and correct copy of the  
as requested of  
SALT RIVER PRO. AGRIL. IMP. & P. DIST.

FEB 3 71-11 98  
8517  
931-940  
County of Maricopa  
By \_\_\_\_\_  
County Recorder

8517 PAGE 940

CAUTION: The above described property is being sold by public auction and notice is hereby given that the location of  
underground electrical and other utility lines is not shown on the above description. Therefore, all persons who may excavate  
in the area must accordingly exercise extreme caution.

The GRANTEE is to use the above described property for agricultural and other lawful purposes and equipment for the purpose herein  
for agricultural and other lawful purposes and equipment for the purpose herein for agricultural and other lawful purposes.

In the event the above described property is not used for the purposes herein granted, it shall be abandoned and permanently cease to be used for the  
purpose herein granted, all rights herein granted shall cease and revert to the grantor, this being so assigned.

The contents of this document, in and to the best of my knowledge and belief, are true and correct and shall be binding on  
the parties thereto.

IN WITNESS WHEREOF, W. R. SCHULZ AND ASSOCIATES, an Arizona corporation  
has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized,  
this 25th day of January, 1971.

Jerry L. Clark  
Vice President

STATE of Arizona )  
County of Maricopa ) ss.

ATTEST: R. W. Brown  
Secretary

In this the 25th day of January, 1971, before me Jean Aycock the  
undersigned officer, personally appeared Jerry L. Clark and R. W. Brown  
who acknowledged themselves to be the Vice President and Secretary respectively of the  
W. R. Schulz and Associates

and that they as such officers respectively being authorized so to do, executed the same for the purpose  
therein contained by signing the name of said corporation by themselves as such officers respectively.

In witness whereof I have hereunto set my hand and official seal.

FROM SERVICE  
FEB. 2 1971  
P.M.

My Commission expires June 11, 1974  
Notary Public

1-ZN-2010  
1st: 2/02/10



# 13

105717 (024) 105717 EASEMENT (ES)

CITY OF SCOTTSDALE

53177

then recorded return to:  
City of Scottsdale  
City Hall - Civic Center  
Scottsdale, Arizona 85261

PARCEL 173-43-6E  
PROJECT P-70-b-C

LA ESPLANADA PROPERTIES, a limited partnership

Grantor(s).

for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE ARIZONA, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the following purposes, namely: The right to enter upon the hereinafter described land and grade level fill drain pave construct, operate, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

That part of the Southeast Quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, described as lying between an arc of twenty (20) foot radius and being tangent to lines parallel to and fifty-five (55) feet South of the North line of said Southeast Quarter and parallel to and forty (40) feet East of the West line of said Southeast Quarter, and an arc of twenty-five (25) foot radius and being tangent to the said lines.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow or extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession therein against the lawful claim of all persons

DATED this 29th day of February, 1974

WELLS FARGO MORTGAGE INVESTORS,  
a Massachusetts business trust  
BY: *[Signature]*  
BY: *[Signature]*  
LA ESPLANADA PROPERTIES, a limited partnership  
BY: *[Signature]*

STATE OF *Arizona*  
COUNTY OF *Maricopa*

This instrument was acknowledged before me this 21st day of *March* 1974, by *Keith Whitney Conise*

In witness whereof I hereunto set my hand and official seal

*[Signature]*  
NOTARY PUBLIC

My Commission expires *My Commission Expires Dec 14, 1975*

1-ZN-2010  
1st. 2/02/10

001105716 2

001105446-101

10544  
MAR 5 1979 - 12:15  
CITY OF SCOTTSDALE

in Dist 10544  
970 971  
Notary Public

*Patricia J. Buck*  
Notary Public

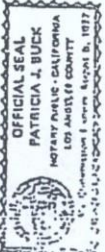
*Patricia J. Buck*

MAR 25 1974 - 1:00  
10571

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On February 28, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Jorvel and Nicholas J. Remano, known to me to be the persons who executed the within instrument, and I read to them the contents of the same and acknowledged to me that said two executed the within instrument.

Witness my hand and official seal.



*Patricia J. Buck*  
Patricia J. Buck, Notary Public

1-ZN-2010  
1st: 2/02/10

DT 105447 970

#13

CITY OF SCOTTSDALE

53177

EASEMENT

When recorded return to:  
City of Scottsdale  
City Hall - Civic Center  
Scottsdale, Arizona 85251

PARCEL 173-43-6E  
PROJECT P-7010-C

LA ESPLANADA PROPERTIES, a limited partnership

Grantor(s),

for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, construct, operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

That part of the Southeast Quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, described as lying between an arc of twenty (20) foot radius and being tangent to lines parallel to and fifty-five (55) feet South of the North line of said Southeast Quarter and parallel to and forty (40) feet East of the West line of said Southeast Quarter, and an arc of twenty-five (25) foot radius and being tangent to the said lines.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow or extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons

DATED this 28th day of February, 1974

WELLS FARGO MORTGAGE INVESTORS,

a Massachusetts business trust

BY: X *Peter Snowden*

BY: X *Nickie L. Romano*

STATE OF  
COUNTY OF

This instrument was acknowledged before me this day of

196 by

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission expires

1-ZN-2010  
1st: 2/02/10

DX110544Pg 971

STATE OF CALIFORNIA }  
County of Maricopa } SS

I hereby certify that the within instrument was filed and recorded at the request of CITY OF SCOTTSDALE  
MAR 6 1974 - 12 15

in Docket 10544  
on the 970 971  
of the hand and official  
seal of the County of Maricopa

By Patricia J. Buck  
Deputy Recorder / .00

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On February 28, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter A. Snowden, known to me to be the Secretary and Michele L. Romano known to me to be the Assistant Secretary of the Trust that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Trust, and acknowledged to me that such Trust executed the within instrument.

WITNESS my hand and official seal.



Patricia J. Buck  
Patricia J. Buck, Notary Public

1-ZN-2010  
1st: 2/02/10

When recorded return to:  
Right of Way Division  
Salt River Project  
P. O. Box 1680  
Phoenix, Arizona 85001

69041

# EASEMENT

Underground Power

R. W. 368 AGT REL  
COUNTY Maricopa  
PARCEL # 173-43-6E

# 14

01105676 676

LA ESPLANADA PROPERTIES, a limited partnership, as Lessee.

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, operate and maintain underground electrical conduits, together with the necessary easement, poles and wires and other appurtenances through, over, under and across the following described property:

The East 7.0 feet of the South 7.0 feet of the North 8.5 feet AND the West 7.0 feet of the North 7.0 feet of the South 45.0 feet of the following described property:

The North half of the West half of the Northwest quarter of the Southeast quarter of Section Twenty-two (22), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
EXCEPTING that part described as follows:

COMMENCING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 90 feet; thence South 50 feet; thence West 90 feet; thence North 50 feet to the point of beginning.

ALSO EXCEPT the North 55.0 feet and the West 40.0 feet for roadway.

The Grantor's interest in the above described parcel consists in a leasehold interest only (as delineated in that certain lease recorded in Docket 9017, page 237).

CHECKED: [Signature]

WITNESSED: [Signature]

STATE OF ARIZONA }  
County of Maricopa }  
I hereby certify that the within instrument was filed and recorded at request of  
SALT RIVER PROJECT  
MAR 21 1974 4:08  
RECORDED 10567  
676  
BY: [Signature]  
County Recorder  
Deputy Recorder

CAUTION: The above described easement contains high voltage electrical equipment and notice is hereby given that the location of underground electrical conduits may vary from the location indicated in the above description, therefore all persons who may excavate in the area must accordingly proceed with caution.

The GRANTEE at all at all times have the right of full and free ingress and egress to said easement for the purpose hereinafter specified, and the right to permit other utility companies to use the right of way jointly with the Granter for their utility purposes.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the grantor, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in law and in the benefit of and shall be binding on the heirs, successors in ownership and estate, jointly and severally of the respective parties herein.

Dated this 10<sup>th</sup> day of January 1974  
By: W. R. SCHULZ & ASSOCIATES, an Arizona Corporation  
General Partner  
Vice President

STATE OF ARIZONA }  
County of Maricopa }  
This instrument was acknowledged before me this 11th day of January 1974  
WILLIAM J. HICKEY

My Commission will expire May 30, 1977

[Signature]  
Notary Public

1-ZN-2010  
1st: 2/02/10

When recorded return to:  
Right of Way Division  
Salt River Project  
P. O. Box 1980  
Phoenix, Arizona 85001

68042  
**EASEMENT**

Underground Power

R/W# 368 AGT. VDH  
COUNTY Maricopa  
PARCEL # 173-43-6E

011056776 679

# 14

WELLS FARGO MORTGAGE INVESTORS, A Massachusetts Business Trust,

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, operate and maintain underground electrical conduits, together with its manholes, transformer pads and vaults and other appurtenances through, over, under and across the following described property:

The East 7.0 feet of the South 7.0 feet of the North 8.5 feet AND the West 7.0 feet of the North 7.0 feet of the South 45.0 feet of the following described property:

The North half of the West half of the Northwest quarter of the Southeast quarter of Section Twenty-two (22), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPTING that part described as follows:

COMMENCING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 90 feet; thence South 50 feet; thence West 90 feet; thence North 50 feet to the point of beginning.

ALSO EXCEPT the North 55.0 feet and the West 40.0 feet for roadway.

UH-Subway 2223

Wells Fargo

CITY OF MARICOPA }  
County of Maricopa } 58

I hereby certify that the within instrument was filed and recorded at request of

SALT RIVER PROJECT  
MAR 11 1974-409

in Booklet 10567

on page 679

Witness my hand and official seal the day and year aforesaid

Paul A. Alaman

County Recorder

By P. A. Alaman,  
Deputy Recorder

CAUTION: The above described easement contains high voltage electrical equipment and notice is hereby given that the location of underground electrical conduits may vary from the locations indicated in the above description, therefore all persons who may excavate in the area must accordingly proceed with caution.

The GRANTEE shall at all times have the right of full and free ingress and egress to said easement for the purpose hereof, and the right to permit other utility companies to use the right of way jointly with the Grantee for their utility purposes.

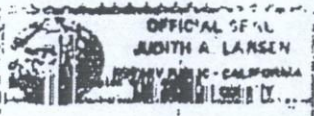
In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose hereof provided, all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in veneration and estate, assigns and lessees of the respective parties hereto.

Dated this 11th day of March, 1974 WELLS FARGO MORTGAGE INVESTORS,  
a Massachusetts business trust

(Seal) \_\_\_\_\_ (Seal)  
(Seal) Peter A. Snowden (Seal)  
(Seal) Nicholas Romano (Seal)

STATE OF Arizona }  
County of Maricopa } 58  
This instrument was acknowledged before me this 11th day of March, 1974  
Peter A. Snowden  
PETER A. SNOWDEN



Judith A. Larsen  
Notary Public

1-ZN-2010  
1st: 2/02/10

DNI 15610FG 782

EASEMENT

Underground Power

R/W # 368 AGT. RW  
COUNTY Maricopa  
PARCEL # 173-43-6E

When recorded return to  
Land Management Department  
Salt River Project  
P. O. Box 1980  
Phoenix, Arizona 85001

358632

LA ESPLANADA PROPERTIES, a limited partnership

#15

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, operate and maintain underground electrical conduits, together with its manholes, transformer pads and vaults and other appurtenances through, over, under and across the following described property:

The North 12.0 feet of the East 16.0 feet of the following described property:

The North half of the West half of the Northwest quarter of the Southeast quarter of Section Twenty-two (22) Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPTING that part described as follows:

COMMENCING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 90 feet; thence South 50 feet; thence West 90 feet; thence North 50 feet to the point of beginning.

ALSO EXCEPT the North 55.0 feet and the West 40.0 feet for roadway.

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was read and recorded at request of  
SALT RIVER PROJECT IMPROVEMENT DISTRICT

OCT 29 1981 -4 00

in D. No. 15610  
of 782  
W. R. Schulz & Associates  
By Deane Russell Deputy Recorder

2.00

CAUTION: The above described easement contains high voltage electrical equipment and notice is hereby given that the location of underground electrical conduits may vary from the locations indicated in the above description, therefore all persons who may excavate in the area must accordingly proceed with caution.

The GRANTEE shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified, and the right to permit other utility companies to use the right of way jointly with the Grantee for their utility purposes.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and assigns of the respective parties hereto.

Dated this 12 day of October, 1981.

Kimball Bernard (Seal) \_\_\_\_\_ (Seal)  
General Manager  
W.R. Schulz & Associates general partner \_\_\_\_\_ (Seal)

STATE OF ARIZONA }  
County of Maricopa } ss

This instrument was acknowledged before me this 12 day of October, 1981, by Kimball Bernard

Deane Russell  
12/21/84 Notary Public

My commission will expire

1-ZN-2010  
1st: 2/02/10

FORM R13 312 REV 8/79

CHECKED LS

WRITTEN BU



OFFICIAL RECORDS OF  
 MARICOPA COUNTY RECORDER  
 HELEN PURCELL  
 2001-1119992 11/29/01 14:26  
 5 OF 29

REVERA

#16

NOTICE OF TELECOMMUNICATION SERVICE  
 AND NON-EXCLUSIVE ACCESS AGREEMENT

Orchidtree Apartments  
 6801 E Camelback Road  
 Scottsdale, AZ 85251  
 278 Units

PLEASE TAKE NOTICE that COXCOM, a Delaware corporation d/b/a Cox Communications Phoenix, Inc., ("COX"), has entered into an agreement dated, February 2, 2001, with the owner of the above property which entitles COX to provide cable television and/or other programming and telecommunications services to all residential units located on the Property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the agreement provides COX with non-exclusive rights of ingress and egress necessary or useful to provide such service and maintain its equipment and other facilities. The Agreement also provides that all reception and service equipment and wiring installed on the Property shall be and remain the property of COX for its exclusive use

The agreement binds any successors and assigns of the Owner in accordance with its terms. A copy of the agreement will be provided to any properly interested person upon written request

By this notice, COX requests that it receive notice of any pending trustee or foreclosure sale or bankruptcy proceeding sent to:

Business Development  
 Cox Communications  
 20401 N 29<sup>th</sup> Avenue  
 Phoenix, AZ 85027

IN WITNESS WHEREOF, the undersigned has set his hand this 26 day of Nov, 2001.

COXCOM, INC.

By: [Signature]  
 Howard Tigerman, Vice President of Business Operations

SUBSCRIBED AND SWORN TO before me this 26 day of Nov, 2001.

[Signature]  
 Notary Public  
 My Commission Expires:



1-ZN-2010  
 1st: 2/02/10

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20011119992

LEGAL DESCRIPTION

The North half of the West half of the Northwest quarter of the Southeast quarter of Section 22,  
Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County,  
Arizona;

EXCEPT that part described as follows:

Beginning at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of  
the Southeast quarter of said Section 22;

Thence East 90 feet;

Thence South 50 feet;

Thence West 90 feet;

Thence North 50 feet to the POINT OF BEGINNING.

1-ZN-2010  
1<sup>st</sup>: 2/02/10



## Requirements for Submitting Evidence of Title to the City of Scottsdale Planning Department

The City of Scottsdale planning department requires applicants for various zoning applications, building permits and other approvals to provide evidence of land ownership. Unless city staff directs otherwise, the required evidence shall be a title insurance commitment meeting the following requirements:

1. The applicant shall instruct the title insurance company to prepare a normal title insurance commitment.
2. The title commitment must cover the whole project site, just as if the city were a commercial real estate developer who was going to buy the whole site from whoever owns it today.
3. The title insurance commitment must be in the same form and have the same wording that the title insurer usually uses when a sophisticated real estate purchaser is buying land from a sophisticated seller. For example, it must not have any extra notes, disclaimers or other language that is not in a normal title insurance commitment for a straightforward land purchase.
4. The City of Scottsdale must be listed as the proposed insured.
5. The proposed insurance amount must be a reasonable estimate of the actual dollar value of the whole site. (The price for the most recent arms-length sale of the whole site is usually an acceptable amount.)
6. The Schedule B requirements must call for:
  - a. A deed from the current owner to the city.
  - b. Releases of all liens, as if the city were going to pay cash for the land and not assume any liens or take subject to any liens.
  - c. Termination of all leases. (Leases with 24 or fewer months remaining in their term may be listed in the Schedule B exceptions instead.)
  - d. Any other specific payments or specific document recordings that the title insurer would normally call for (such as payment of delinquent property taxes).
7. The Schedule B exceptions must show any other specific title matters that may exist.
8. Title companies sometimes state in their title commitments that they will update the title search before issuing a title insurance policy. That's o.k. if the language is clear that the update will only include new title documents that are recorded after the title commitment date. For example, it is o.k. to have wording that says: "Additional items may be added based on new documents recorded before closing." But there must not be vague wording such as this: "Check with title examiner for additional items before closing."
9. The title search date on the title commitment must be less than 30 days old.
10. Both "standard coverage" and "extended coverage" title commitments are acceptable. (The title information on an extended coverage commitment must be identical to the title information that would be on a standard coverage commitment. The only difference is that the Schedule B requirements for an "extended coverage" commitment will call for a survey and will allow the title company to add Schedule B exceptions or requirements for any problems the survey reveals.)
11. There is no need to open an escrow to make a routine dedication. The city will record the dedication directly without sending it through the title company. Often, the city will not actually buy the title insurance described in the commitment or require the applicant to buy it. But, if the city decides to do it (or require the applicant to do it), then the city or the applicant will follow up with the title insurer to pay the insurance premium and satisfy the Schedule B requirements so that the title insurer will issue the policy.
12. The applicant shall inform city staff in writing of any and all title changes that occur after the title commitment is issued.
13. The city reserves the right for city staff to require additional evidence of title, including but not limited to an extended title insurance policy in favor of the city.

**Legal Description Provided in Title Report**

Unofficial Document

When recorded, return to:  
Richard Filler, City Attorney  
City of Scottsdale  
300 East Main Street  
Scottsdale, Arizona 85251

DKT 7549 858

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

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CITY OF SCOTTSDALE, a municipal corporation,  
Plaintiff,  
-vs-  
ARCADIA WATER COMPANY,  
an Arizona corporation,  
and COUNTY OF MARICOPA,  
a body politic,  
Defendants.

No. 0221004  
NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN of the pendency of the above action. The names of the parties are set forth in the caption above. The object of said action is the condemnation of the real property described in the complaint in the above action, that the plaintiff is entitled to take and hold such property for the public use specified in said complaint upon making compensation therefor or upon complying with A.R.S. §12-1116, that the compensation to be made to the owners of the property so taken be ascertained in the above entitled action, and that plaintiff may have such other further relief as may be just and equitable.

The real property affected by said condemnation proceeding is situated in the City of Scottsdale, County of Maricopa, State of Arizona, and more particularly described as follows:

The West 30.00 feet of that part of the West Half of the Northwest Quarter of the Southeast Quarter of Sec. 22, T. 2 N., R. 4 E. of the G. & S.R.B. & M., described as follows:  
Commencing at a point 333 feet south of the Northwest corner of the West Half of the Northwest Quarter of the Southeast Quarter of said Sec. 22, T. 2 N., R. 4 E.; thence East 50 feet; thence South 50 feet; thence West 50 feet; thence North 50 feet to the point of beginning.

DATED this 4<sup>th</sup> day of April, 1969.

STATE OF ARIZONA }  
County of Maricopa }  
GO1103

I hereby certify that this with its instrument was filed and so certified at request of

City of Scottsdale

in Docket No. 7549-858  
on 4-11-69 at 10:40 AM  
Witness my hand and official seal this day of April, 1969.

Paul A. ...  
Deputy Recorder

Richard Filler  
Richard Filler, City Attorney  
Attorney for Plaintiff  
City of Scottsdale  
300 East Main Street  
Scottsdale, Arizona 85251

100 ↑

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# Unofficial Document

STATE OF ARIZONA  
COUNTY OF MARICOPA

79279 0

I hereby certify that the within instrument  
is DOCKET **DKT 8115** PAGE **300** and  
at the request of *C. D. Stapley*

When recorded, mail to:

City of Scottsdale  
300 East Main Street  
Scottsdale, Arizona 85251

Witness my hand and official seal.

**PAUL N. MARSTON**, County Recorder

*Paul N. Marston*  
Deputy Recorder

Compared

Photostated

Fee: *1.00*

## Warranty Deed

Re: Arcadia Water Company  
Condemnation - 68th Street  
M.C.R. 173-43-6

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
the CITY OF SCOTTSDALE, a municipal corporation,  
do hereby convey to  
ARCADIA WATER COMPANY, an Arizona corporation,  
the following real property situated in Maricopa County, Arizona:

That part of the Northwest quarter of the Northwest quarter  
of the Southeast quarter of Section 22, Township 2 North,  
Range 4 East of the Gila and Salt River Base and Meridian,  
described as follows:

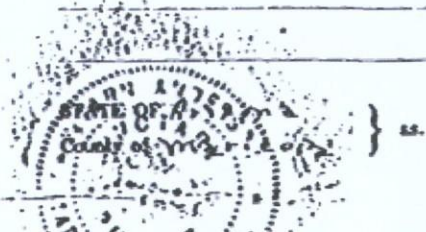
Commencing at a point 333 feet South of the Northwest corner  
of said Northwest quarter, Northwest quarter, Southeast  
quarter; thence East 50 feet to the point of beginning; thence  
continuing East 40 feet; thence South 50 feet; thence West 40  
feet; thence North 50 feet to the point of beginning.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 29 day of April, 1970.

CITY OF SCOTTSDALE:

BY: *Bud Sims*  
B. L. SIMS, O.D.  
HONORABLE MAYOR



This instrument was acknowledged before me  
this 29 day of April, 1970 by

1-ZN-2010  
1st: 2/02/10