

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



Affidavit of Posting

Required: Signed, Notarized originals.

Recommended: E-mail copy to your project coordinator.

☒ Project Under Consideration Sign (White)

☐ Public Hearing Notice Sign (Red)

Case Number: 326-PA-2013

Project Name: _____

Location: 16039 N. 98th St.

Site Posting Date: 10.10.13

Applicant Name: Bill Patterson/Cypress

Sign Company Name: Dynamite Signs, Inc.

Phone Number: 480-585-3031

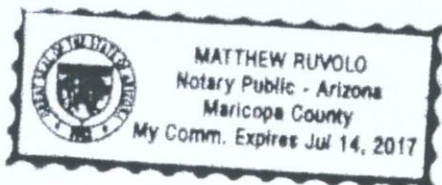
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Bill Patterson
Applicant Signature

10.10.13
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 10 day of Oct 2013



Matthew Ruvolo
Notary Public

My commission expires: 7/14/17

City of Scottsdale -- Current Planning Division

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

Early Notification of Project Under Consideration

Neighborhood Open House Meeting:

Date: October 21, 2013

Time: 5:30pm - 7:30pm

Location: Arabian Library, 10215 E. McDowell Mt. Ranch Rd.

Site Address: 16039 N. 98th St., Scottsdale, AZ 85260

Project Overview:

- Description of Request: Proposed Non-Major General Plan Amendment from "Office" to "Urban Neighborhoods" land use designation. Proposed Rezoning by substitution of the approved site specific plan, leaving zoning designation unchanged.
- Description of Project and Proposed Use: Applicant is requesting GPA and Rezoning to allow for 37 single story condominium residences.
- Site Acreage: 3.6 acres
- Site Zoning: S-R PCD ESL (existing) S-R PCD ESL (proposed - unchanged)

Applicant Contact:

Wm. J. Patterson
bill@cypinv.com

City Contact:

Keith Niederer 480-312-2953
kniederer@scottsdaleaz.gov

Pre-Application #: 326-PA-2013 Available at City of Scottsdale: 480-312-7000

After submittal, project information is available at:

www.scottsdaleaz.gov/projects/ProjectsInProcess

Posting Date:
10/11/13

Penalty for removing or defacing sign prior to date of last hearing - Applicant Responsible for Sign Removal.

10/10/2013 07:44:00



Community Input Certification

CASE NO: 326 PA 2013

PROJECT LOCATION: 16039 N. 98th St., Scottsdale, Az. 85260.

COMMUNITY INPUT CERTIFICATION

In the City of Scottsdale it is important that all applicants for rezoning, use permit, and/or variances inform neighboring residents, affected school districts, and other parties that may be impacted by the proposed use, as well as invite their input. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)	TYPE OF CONTACT		
		Meeting	Phone	Letter
10.07.13	See attached list notified			X
10.21.13	See attached list of invitees <i>WHO ATTENDED MEETING</i>	X		
10.17.13	Westworld	X		X
10.30.13.	Notre Dame Prep. School	X		X

Signature of owner/applicant

Date

Planning, Neighborhood & Transportation Division

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



The
CYPRESS
Group

*Cypress Properties, LLC
Cypress Investments, LLC
Cypress Developments, LLC*

Oct. 7, 2013

City of Scottsdale
3939 Civic Center Plaza
Scottsdale, AZ 85251

GRAYHORN
THIS LETTER WAS SENT TO
RESIDENTS & ASSOCIATIONS
WITHIN 750' OF THE SITE.

Parcel # 21713160
Re: Case No. 326 PA 2013
Northeast Corner of 98th St. and McDowell Mountain Ranch Rd.

Dear Property Owner, Resident or Association:

We are writing to advise you that a rezoning and concurrent Non-major General Plan Amendment are proposed to be submitted to the City of Scottsdale on approx. 3.6 net acres at 16039 N. 98th St., which is the undeveloped property at the Northeast corner of 98th St. and McDowell Mountain Ranch Rd. (see location map on reverse).

The proposed Non-major General Plan Amendment, if approved by the City, shall have the effect of designating the land use "Urban Neighborhood" status, (from "Office"), coinciding with the existing SR PCD ESL zoning designation which permits the residential use proposed.

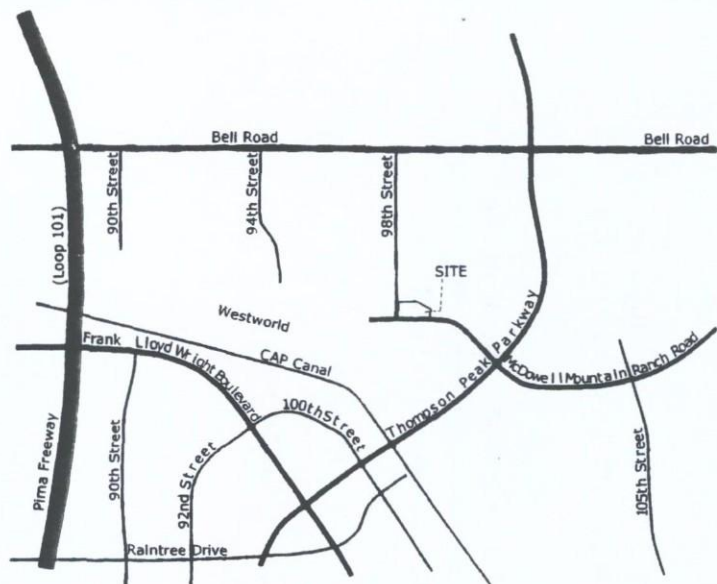
The proposed, new site specific zoning is for the development of thirty-seven, single story condominium residences with an approx. average size of 1500 sq. ft. and a maximum height of 18 ft. (see site plan on reverse).

Further, you are invited to a neighborhood meeting scheduled to provide you with the opportunity for public input and to answer any questions you may have regarding the proposed rezoning and development. This meeting is scheduled for Monday, October 21, 2013, between 5:30pm. and 7:30pm. at the Arabian Public Library, located at 10215 E. McDowell Mountain Ranch Rd. Should you have any questions at this time, please contact the undersigned at 602 329 0943 or send an email to bill@cypinv.com. The City of Scottsdale Project Coordinator for this case is Keith Neiderer and he can be reached at 480 312 2953 or by email at kniederer@scottsdaleaz.gov.

Yours truly,
Cypress Group, LLC

Wm. J. Patterson

16420 North 92nd /Street, Suite 206, Scottsdale , Az. 85260
Tel. 480 219 1990 Fax. 480 219 4447



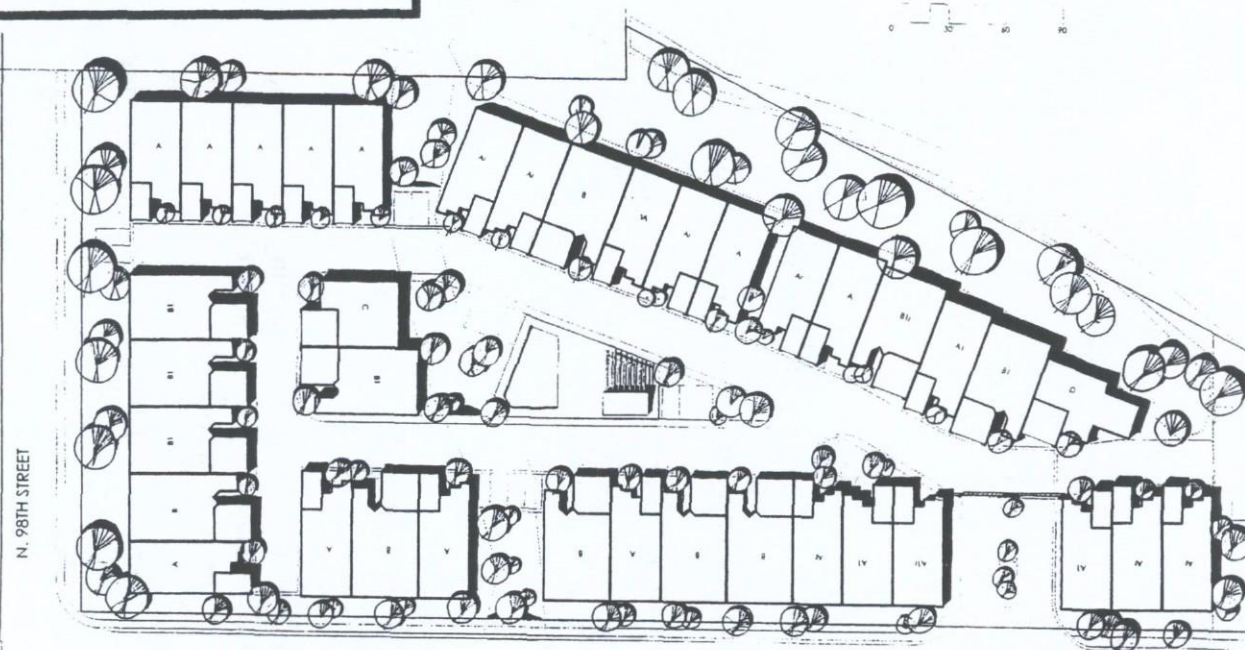
Site Location Map

GRAYTHORN

SITE PLAN



0 30 60 90



MC DOWELL MOUNTAIN RANCH ROAD

GRAYTHORN - CASE NO. 326 PA 2013

RE-ZONING/CHANGE OF USE NOTIFICATION LIST

PARSONS DANIEL JACOB	PO BOX 13122	SCOTTSDALE	AZ	85267 USA	21721642
ANDRE DERIC D	16281 N 98TH WAY	SCOTTSDALE	AZ	85260 USA	
SMITH PATTI	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	
CITY OF SCOTTSDALE	3939 CIVIC CENTER PLAZA	SCOTTSDALE	AZ	85251 USA	21713160
MAC98 LLC	1450 N FRANK LLOYD WRIGHT BLVD STE 14	SCOTTSDALE	AZ	85260 USA	21714001B
NOTRE DAME PREPARATORY ROMAN CATHOLIC H S	400 E MONROE	PHOENIX	AZ	85004 USA	21714027
NOTRE DAME PREPARATORY ROMAN CATHOLIC H S	400 E MONROE	PHOENIX	AZ	85004 USA	21714028
MAC98 LLC	1450 N FRANK LLOYD WRIGHT BLVD STE 14	SCOTTSDALE	AZ	85260 USA	21714035A
USA-BOR	23636 N 7TH ST	PHOENIX	AZ	85024 USA	21714036
WINSTAR PRO LLC	10405 E MCDOWELL MOUNTAIN RANCH RD #202F	SCOTTSDALE	AZ	85255 USA	21714037A
USA-BOR	23636 N 7TH ST	PHOENIX	AZ	85024 USA	21714037B
WINSTAR PRO L L C	10405 E MCDOWELL MOUNTAIN RANCH RD #202F	SCOTTSDALE	AZ	85255 USA	21714038A
USA-BOR	23636 N 7TH ST	PHOENIX	AZ	85024 USA	21714038B
THOMAS JUDITH A TR	PO BOX 714	SCOTTSDALE	AZ	85252 USA	21714039A
USA-BOR	23636 N 7TH ST	PHOENIX	AZ	85024 USA	21714040
DUCOTE JAY	16233 N 98TH WY	SCOTTSDALE	AZ	85260 USA	21721644
GRUNWALD ANDREW W	15029 N THOMPSON PEAK PKWY B111-527	SCOTTSDALE	AZ	85260 USA	21721645
MURUGAPPAN CHOCKALINGAM/SOLAYAPPAN ALAMELU	16138 N 98TH WY	SCOTTSDALE	AZ	85260 USA	21721646
LAKSHMANA S RALLAPALLI AND ARUNA PRABHA TRUST	16186 N 98TH WY	SCOTTSDALE	AZ	85260 USA	21721647
MARINELLI WILLIAM J/SUNGCHIN TR	125 ARBUCKLE DR	SEDONA	AZ	86336 USA	21721648
PARSONS DANIEL JACOB	PO BOX 13122	SCOTTSDALE	AZ	85267 USA	21721649
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721650
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721651
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721652
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721653
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721654
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721655
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721656
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721657
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721658
HORSEMANS PARK COMMUNITY ASSOCIATION	1600 W BROADWAY RD STE 200	TEMPE	AZ	85282 USA	21721659
DEFRANCO ADRIAN/JUDITH	9800 E COSMOS CIR	SCOTTSDALE	AZ	85260 USA	21773104
SHINN LARRY W/JENNIFER L	9802 E COSMOS CIR	SCOTTSDALE	AZ	85260 USA	21773105
GALLEGOS CECILIA M/CRUZ/ALEJANDRO C/ETAL	32531 N SCOTTSDALE RD STE 105-168	SCOTTSDALE	AZ	85262 USA	21773110
KIRYLO GEORGE/VICK TINA	9822 E ROSEMARY LN	SCOTTSDALE	AZ	85260 USA	21773111
RUSSELLA CHARLES JR/RITA J	789 TROTTERS RDG	EAGAN	MN	55123 USA	21773112
STEPHENSON JOHN JR	PO BOX 31967	PHOENIX	AZ	85046 USA	21773134
TOUSLEY CHRISTOPHER M/DEVRA S	16267 N 99TH PL	SCOTTSDALE	AZ	85260 USA	21773135
KAYYEM NAJLA/LUCAS	16249 N 99TH PL	SCOTTSDALE	AZ	85260 USA	21773136
MCELMELL LINDSAY K	16231 N 99TH PL	SCOTTSDALE	AZ	85260 USA	21773137
BEIERMEISTER KATHLEEN L	16213 N 99TH PL	SCOTTSDALE	AZ	85260 USA	21773138
BATES ANDREW J/DAWN E TR	16195 N 99TH PL	SCOTTSDALE	AZ	85260 USA	21773139
TURNER SHIRLEY P/BAILEY LINDA E	9906 E MONTE CRISTO AVE	SCOTTSDALE	AZ	85260 USA	21773140
BJORKMAN ERIC E/AMY B	16717 N 98TH PL	SCOTTSDALE	AZ	85260 USA	21773141
MARTIN PATTI	9938 E MONTE CRISTO	SCOTTSDALE	AZ	85255 USA	21773142
LESUEUR KYLE	9954 E MONTE CRISTO AVE	SCOTTSDALE	AZ	85260 USA	21773143
TELLA RAJENDER	16190 N 99TH WY	SCOTTSDALE	AZ	85260 USA	21773145
RAAD GHASSAN/MARCELLA TR	10610 N 99TH WY	SCOTTSDALE	AZ	85260 USA	21773146
PARK FAMILY TRUST	16230 N 99TH WY	SCOTTSDALE	AZ	85260 USA	21773147
AGRAWAL ANUP/ANJALI	9955 E MONTE CRISTO AVE	SCOTTSDALE	AZ	85260 USA	21773158

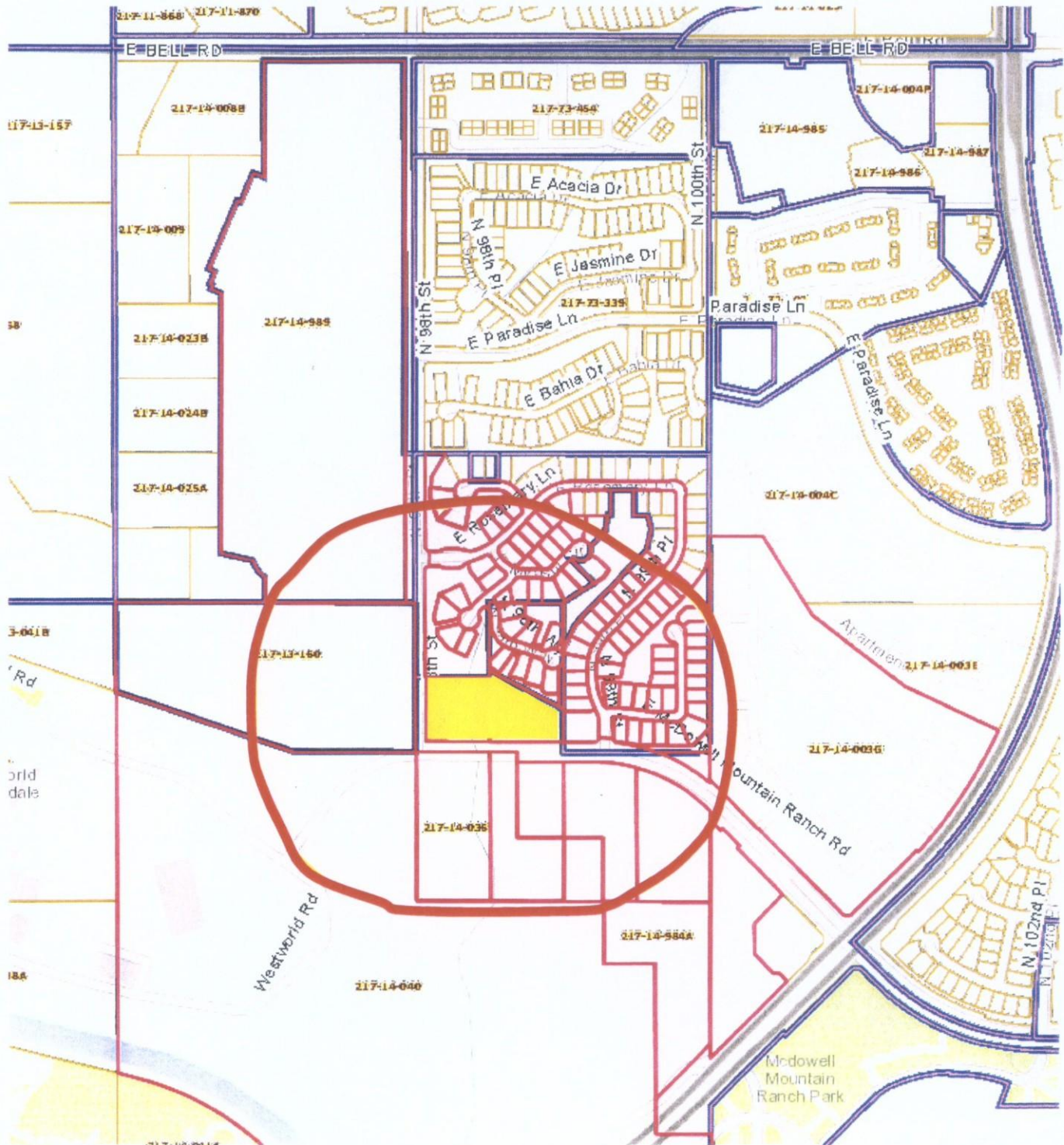
TANG HO HONG/OTANG FANGRUI
 WILLIAM AND NANCY HORNE 2003 TRUST
 CAKMAK ASLIGUL TR
 MADHINENI ARATI/MADHUKAR
 MIKOLS ROBERT M/ROSEMARY E
 CARPENTER JEFFREY S/STEPHANIE J
 ULLMANN LARRY/TERESA
 STEPHENSON ANNE K
 DORN GARRICK A/SARAH K
 LEE DANNY D/MELINDA B
 BORISH JOANNE M
 S99TSC LLC
 TESONIERO ANIELLO/ALBINA M
 LEWIS MARC TR
 KAUFMAN ERIC J/RAINER TOBIE B
 GUERIN CHRISTOPHER J/RACHELLE
 DONATELLI DAVID
 POLLIFRONE ROCCO/LISA
 MERCER DALE E/MARY L
 WINTERS THANH T
 HEATH KERRY
 NGUYEN THINH VAN/NGOC CHAU TRAN
 BIANCARDI ANTHONY/JENNIFER
 TANG SIMON HOK YEE/GLADYS YEE-MUI AU
 GIROTRA PUNEET/GROVER RUCHI
 JPMORGAN CHASE BANK NATIONAL ASSOCIATION
 POSIN KEITH/JAN B
 J GREEN PROPERTIES CORP
 JDP FAMILY TRUST
 PANAGIOTIS 2 LLC
 CAREFOOT THOMAS/THEADOSHIA
 ENGELBERG RYAN HOWARD/NANCY ELLEN TR
 COHEN MARIE TR
 SCHWAB JUSTIN/CARISSA
 BOO-NARAYANAN 2010 REVOCABLE TRUST
 HORSEMANS PARK HOMEOWNERS ASSOCIATION
 HORSEMANS PARK HOMEOWNERS ASSOCIATION
 HORSEMANS PARK HOMEOWNERS ASSOCIATION
 HORSEMANS PARK HOMEOWNERS ASSOCIATION
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 HORSEMANS PARK HOMEOWNERS ASSOCIATION
 HORSEMANS PARK HOMEOWNERS ASSOCIATION
 JONES TODD
 HORSEMANS PARK HOMEOWNERS ASSOCIATION

9939 E MONTE CRISTO AVE
 9923 E MONTE CRISTO AVE
 15029 N THOMPSON PEAK PKWY STE B111-508
 16132 N 99TH PL
 601 BUTTONWOOD CIR
 10332 E STAR OF THE DESERT DR
 16196 N 99TH PL
 16212 N 99TH PL
 4514 231ST PL SE
 16244 N 99TH PL
 16260 N 99TH PL
 16134 N 111TH WY
 16292 N 99TH PL
 16308 N 99TH PL
 10319 E DESERT COVE AVE
 9839 E ROSEMARY LN
 9831 E ROSEMARY LN
 21171 HUNTER RIDGE
 9815 E ROSEMARY LN
 9844 E MIRASOL CIR
 9852 E MIRASOL CIR
 9860 E MIRASOL CIR
 9868 E MIRASOL CIR
 9876 E MIRASOL CIR
 9869 E MIRASOL CIR
 270 PARK AVE
 9853 E MIRASOL CIR
 1200 HILARY LN
 9837 E MIRASOL CIR
 11585 N 120TH ST
 281 LOCKWOOD RD
 16274 N 98TH PL
 16250 N 98TH PL
 16251 N 98TH PL
 1135 OLIVE BRANCH LN
 2400 E BILTMORE CIR STE 1300
 2400 E BILTMORE CIR STE 1300
 2400 E BILTMORE CIR STE 1300
 2400 E BILTMORE CIR STE 1300
 2400 E BILTMORE CIR STE 1300
 2400 E BILTMORE CIR STE 1300
 2400 E ARIZONA BILTMORE CIRCLE #1300
 2400 E BILTMORE CIR STE 1300
 2400 E BILTMORE CIR STE 1300
 9877 E MIRASOL CIR
 2400 E BILTMORE CIR STE 1300

SCOTTSDALE	AZ	85260 USA	21773159
SCOTTSDALE	AZ	85260 USA	21773160
SCOTTSDALE	AZ	85260 USA	21773161
SCOTTSDALE	AZ	85260 USA	21773162
NAPERVILLE	IL	60540 USA	21773163
SCOTTSDALE	AZ	85255 USA	21773164
SCOTTSDALE	AZ	85260 USA	21773165
SCOTTSDALE	AZ	85260 USA	21773166
SAMMAMTSH	WA	98075 USA	21773167
SCOTTSDALE	AZ	85260 USA	21773168
SCOTTSDALE	AZ	85260 USA	21773169
SCOTTSDALE	AZ	85259 USA	21773170
SCOTTSDALE	AZ	85260 USA	21773171
SCOTTSDALE	AZ	85259 USA	21773172
SCOTTSDALE	AZ	85260 USA	21773185
SCOTTSDALE	AZ	85260 USA	21773186
SCOTTSDALE	AZ	85260 USA	21773187
NORTHVILLE	MI	48167 USA	21773188
SCOTTSDALE	AZ	85260 USA	21773189
SCOTTSDALE	AZ	85260 USA	21773190
SCOTTSDALE	AZ	85260 USA	21773191
SCOTTSDALE	AZ	85260 USA	21773192
SCOTTSDALE	AZ	85260 USA	21773193
SCOTTSDALE	AZ	85255 USA	21773194
SCOTTSDALE	AZ	85260 USA	21773196
NEW YORK	NY	10017 USA	21773197
SCOTTSDALE	AZ	85260 USA	21773198
HIGHLAND PARK	IL	60035 USA	21773199
SCOTTSDALE	AZ	85260 USA	21773200
SCOTTSDALE	AZ	85259 USA	21773201
REGINA	SK	S4S6E4 CANADA	21773202
SCOTTSDALE	AZ	85260 USA	21773203
SCOTTSDALE	AZ	85260 USA	21773204
SCOTTSDALE	AZ	85260 USA	21773205
SAN JOSE	CA	95120 USA	21773206
PHOENIX	AZ	85016 USA	21773207
PHOENIX	AZ	85016 USA	21773211
PHOENIX	AZ	85016 USA	21773212
PHOENIX	AZ	85016 USA	21773213
PHOENIX	AZ	85016 USA	21773215
PHOENIX	AZ	85016 USA	21773216
PHOENIX	AZ	85016 USA	21773217
PHOENIX	AZ	85016 USA	21773218
SCOTTSDALE	AZ	85260 USA	21773220
PHOENIX	AZ	85016 USA	21773222

GRAYTHORN - CASE NO. 326 PA 2013

Re-Zoning / Change of Use Notification Map
Letters mailed via USPS on October 7, 2013
to 95 recipients within 750 feet of site.



LEGEND:



PARCELS WITHIN
750 FT OF SITE



SITE LOCATION



750 FT FROM
CENTER OF SITES

RE-ZONING/CHANGE OF USE OPEN HOUSE

Monday, October 21, 2013 5:30 PM - 7:30 PM

[illegible]

**RE-ZONING/CHANGE OF USE
NOTIFICATION RESPONSE/COMMENTS**

Expressed Comments/Concerns:

Re-Zoning/Change of Use Notification Response:

Response to the community outreach effort was limited.

We had seven attendees at the Open House informational meeting, a single telephone enquiry and two individual meetings with neighbors at our request.

All input was supportive and complimentary.

A summary of questions or comment is as follows;

1. A neighbor immediately to the north of the property boundary enquired whether the "wash" which separates her from us would remain. We explained that this was in fact the Rio Verde Canal and that it would indeed remain in tact. She was pleased.
2. A neighbor from within Horseman's Park was interested in the projected selling prices within the planned community. His concern seemed to be over the possibility of a diminution in the value of his house. Several of his neighbors were eager to explain to him that the opposite was likely to be the case and that a quality new development was a positive thing for the neighborhood. He seemed satisfied with this consensus.
3. A resident of Horseman's Park was interested to know what the future plans for the horse trailer parking lot on the west side of 98th St. were. We advised that this was city property and to our knowledge there were no active plans to change its use.
4. There was general discussion about the completion of the west side of 98th St. in front of Westworld's trailer parking lot. We advised again that this was adjacent to city property and that we had no knowledge of the city's schedule to widen this area.
5. A resident of Horseman's Park asked whether it would be possible for pedestrians to traverse the north/south sewer easement at the east side of the site in order to gain access to their neighborhood. We advised that this was something which would be pleased to explore with them if they wished. The trail easement intersects McDowell Mtn. Ranch Rd. approx. fifty feet farther to the east.
6. There was general discussion and agreement among the attending members of the Horseman's Park community that the development of this site for residential use was a good thing and they were pleased that an office use was not being pursued.
7. There was brief discussion of the fact that the proposed development was entirely single story and limited to a maximum height of eighteen feet. No concerns were expressed.

RE-ZONING/CHANGE OF USE
NOTIFICATION RESPONSE/COMMENTS

Expressed Comments/Concerns (cont.):

Re-Zoning/Change of Use Notification Response:

8. We received a single telephone call from a non-resident owner. She enquired if the sidewalk along McDowell Mtn. Ranch Rd. would be completed. We advised yes. She expressed pleasure that offices would not be built here and thought our use appeared very well suited.
9. We met with the General Manager of the Westworld facility, Brian Dygert, and showed him the plans we propose for the subject site. He indicated that he thought it was a good use of the land and that he didn't see how our project would have any impact upon Westworld in any way. He wished us success.
10. We met with the Principal of the nearby Notre Dame High School, Mr. Jim Gmelich, and showed him the plans we propose for the subject site. He was pleased to learn that we were planning the site's development and expressed no concerns, wishing us well.

Pre-App. No. 326 PA 2013

Attachment to Affidavit of Authority to Act For Property Owner at;
16039 N. 98th St., Scottsdale, Az.

LEGAL DESCRIPTION

- PARCEL NO. 1:
THE SOUTH HALF OF GOVERNMENT LOT 36, SECTION 5, TOWNSHIP 3 NORTH RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 45.00 FEET AND THE SOUTH 45.00 FEET THEREOF, AS CONVEYED TO THE CITY OF SCOTTSDALE, ARIZONA, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004-307378, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

- PARCEL NO. 2:
THAT PORTION OF GOVERNMENT LOT 35, SECTION 5, TOWNSHIP 3 NORTH RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORER OF SAID SECTION 5;

THENCE SOUTH 00 DEGREES 17 MINUTES 22 SECONDS EAST, 660.76 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 660.25 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 35;

THENCE CONTINUING NORTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 330.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT;

THENCE NORTH 00 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 329.72 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 28.16 FEET;

THENCE SOUTH 62 DEGREES 55 MINUTES 24 SECONDS EAST 371.93 FEET TO THE EAST LINE OF SAID LOT;

THENCE SOUTH 00 DEGREES 19 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, 189.59 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 45.00 FEET THEREOF, AS CONVEYED TO THE CITY OF SCOTTSDALE, ARIZONA, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004-307378, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND MINERAL DEPOSITS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

12-GP-2013
12/27/2013

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

**COMMITMENT FOR TITLE INSURANCE****ISSUED BY**

First American Title Insurance Company
through its Division

First American Title Insurance Company**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY	on the following page
COMMITMENT DATE	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	Schedule A (Page 1)
INTEREST IN THE LAND	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	Schedule B (inside)
REQUIREMENTS (Standard)	on the third page
REQUIREMENTS (Continued)	Requirements (inside)
CONDITIONS	on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

REQUIREMENTS
(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

**First American Title
Insurance Company
National Commercial
Services**



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**First American Title Insurance Company
National Commercial Services**

SCHEDULE A

First Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Sheila Hunter at (602)567-8100**

Effective Date: **December 17, 2013** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$3,000,000.00

Proposed Insured:

The Cypress Group, LLC, an Arizona limited liability company

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Mac98, LLC, an Arizona limited liability company

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

The Cypress Group, LLC, an Arizona limited liability company

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Ron B. Robertson @ (602)567-8160/rrobertson@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

PARCEL NO. 1:

THE SOUTH HALF OF GOVERNMENT LOT 36, SECTION 5, TOWNSHIP 3 NORTH RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 45.00 FEET AND THE SOUTH 45.00 FEET THEREOF, AS CONVEYED TO THE CITY OF SCOTTSDALE, ARIZONA, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004-307378, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 2:

THAT PORTION OF GOVERNMENT LOT 35, SECTION 5, TOWNSHIP 3 NORTH RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORER OF SAID SECTION 5;

THENCE SOUTH 00 DEGREES 17 MINUTES 22 SECONDS EAST, 660.76 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 660.25 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 35;

THENCE CONTINUING NORTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 330.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT;

THENCE NORTH 00 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 329.72 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 28.16 FEET;

THENCE SOUTH 62 DEGREES 55 MINUTES 24 SECONDS EAST 371.93 FEET TO THE EAST LINE OF SAID LOT;

THENCE SOUTH 00 DEGREES 19 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, 189.59 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 45.00 FEET THEREOF, AS CONVEYED TO THE CITY OF SCOTTSDALE, ARIZONA, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004-307378, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND MINERAL DEPOSITS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

**First American Title Insurance Company
National Commercial Services**

**SCHEDULE B
First Amended**

PART TWO:

1. Second installment of 2013 taxes, a lien, payable on or before March 1, 2014, and delinquent May 1, 2014.
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
4. An easement for public trail and incidental purposes in the document recorded as 2004-307376 of Official Records.

(Affects Parcel No. 2)
5. An easement for road or highway and incidental purposes in the document recorded as 2004-307378 of Official Records.
6. An easement for temporary construction and incidental purposes in the document recorded as 2005-204957 of Official Records.
7. An easement for underground sewer line and incidental purposes in the document recorded as 2005-204958 of Official Records.
8. Right of way for roadway and public utilities, not exceeding 33.00 feet in width, to be located across said land or as near as practicable to the exterior boundaries of Lot 35, as set forth in Patent recorded in Docket 1573, Page 419, and thereafter Partial Abandonment recorded as 2004-297632 of Official Records.

(Affects Parcel No. 1)
9. Right of way for railroad and public utilities, not exceeding 33.00 feet in width, to be located across said land or as near as practicable to the exterior boundaries of Lot 35, as set forth in Patent recorded in Docket 1583, Page 401, and thereafter Partial Abandonment recorded as 2004-0297632 of Official Records.

(Affects Parcel No. 2)
10. Any right, asserted right, or challenge, made by any party, including, but not limited to, a creditor, trustee or debtor in possession in bankruptcy to avoid or invalidate that certain conveyancing document which recorded May 02, 2007 as 2007-512196 of Official Records.

11. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by _____ on _____, designated Job Number _____:

12. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

13. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

**First American Title Insurance Company
National Commercial Services**

First Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. Pay first half of 2013 taxes.

(Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$4,886.08 for the year 2013 under Assessor's Parcel No. 217-14-001B 1.

(Affects Parcel No. 2)

NOTE: Taxes are assessed in the total amount of \$7,322.78 for the year 2013 under Assessor's Parcel No. 217-14-035A 0.

(Affects Parcel No. 1)

3. Dismissal With Prejudice of Civil Suit including release of Lis Pendens recorded April 15, 2008 as 2008-331993 of Official Records and 2008-1094548 of Official Records.

Cause No.: CV2008-008548

Plaintiff: Mac98, LLC, an Arizona limited liability company

Defendant: West Coast Funding, LLC, an Arizona limited liability company and K&C Finance Enterprises, LLC, an Arizona limited liability company, J. Gregory Lake, ESQ., solely in his capacity as Trustee, John and Jane Does 1-10, XYZ Corporations 1-10, ABC Partnerships 1-10, and XYZ LLC's 1-10

Purpose: Judicially foreclose the Mac98 deed of trust

Order Granting Plaintiff's Motion for Injunctive Relief recorded August 21, 2008 as 2008-0730163 of Official Records

4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
6. Proper showing as to the sufficiency of the proceedings leading up to and including the issuance of Trustee's Deed from Lawyers Title of Arizona, Inc., an Arizona corporation to Mac98, LLC, an Arizona limited liability company recorded May 20, 2009 as 2009-0453826 of Official Records.
7. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Mac98 L.L.C., a limited liability company.
8. Record Warranty Deed from Mac98, LLC, an Arizona limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

9. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. §33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Requirements

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 16039 N. 98TH ST., SCOTTSDALE, AZ., 85260
- b. County Tax Assessor's Parcel Number 217.14.035A & 217.14.001B
- c. General Location NEC 98TH ST. & McDOWELL MTN. RANCH RD.
- d. Parcel Size: 3.56 AC. NET
- e. Legal Description: SEE ATTACHED LEGAL

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

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

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

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

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

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

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

Name (printed)

MARK MADKOUR

Date

9.21, 2013
_____, 20____
_____, 20____
_____, 20____

Signature

