

**Application
Narrative
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Pre-Application
Pre-App Narrative
Pre-App Cash Transmittal
Development Standards**

Narrative

Desert Mountain
Parcel 19

Preliminary Plat/ Cuts & Fills
Development Review Board Application

Owner:
DM19 LLC

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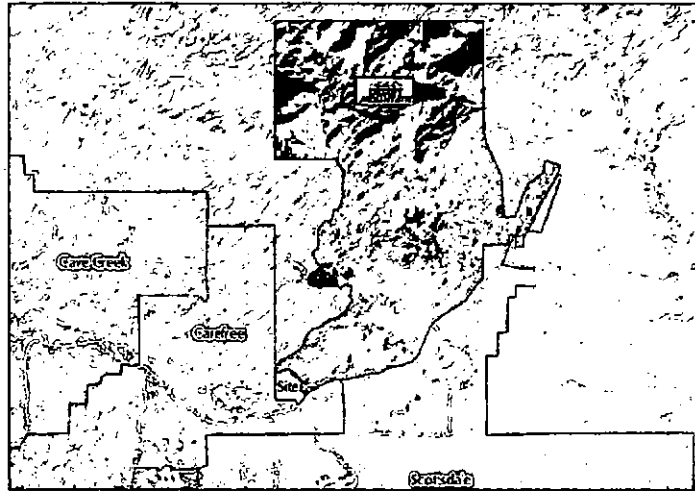
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Purpose of Request

This request is for approval of a Preliminary Plat for a property located north of the northeast corner of Pima Road and Cave Creek Road known as Desert Mountain Parcel 19. Parcel 19 is part of the Desert Mountain Master Plan community and is located at the southwest corner of the Master Plan. Desert Mountain Parcel 19 (DM19) is a 92-acre site that was recently zoned to R-4 ESL and O-S ESL with a Conditional Use Permit for a golf course and associated clubhouse. As a result, DM19 is being developed as 190 R-4 residential units and a "Short Game" par 3 18-hole golf course with a golf club house.

Vicinity Map



The developer, M3 Companies ("M3") is creating an exclusive single family residential community consisting of 190 dwelling units, with amended development standards, compatible with the established character and context of the Desert Mountain master plan community as well as the surrounding mix of residential densities and uses in the surrounding area. The overall maximum density is 2.04 du/ac. The central amenity for the DM19 site will be an 18-hole short game golf course (par-3) and ancillary golf clubhouse all of which will be part of the existing Desert Mountain Golf Club.

Water Features

Pursuant to section 49-242 of the city ordinance, there will be no water feature that either sprays water into the air in a fine mist or sprays or drops water into the air in excess of six (6) feet in vertical height.

Existing City Well Sites

Part of the development of DM19 includes the refurbishment and possible relocation of several existing City of Scottsdale wells pursuant to the Well Purchase Agreement and Escrow Instructions, Scottsdale number 2017-075-COS. This agreement was approved at the July 6 City Council meeting, Counsel Resolution No. 10800.

Given the fluid nature of the final well site locations, the Owner understands that the lot count may be reduced to accommodate the well relocations. Additionally, in the NAOS is affected by the final well site locations, it will be replaced elsewhere onsite or an additional NAOS will need to be withdrawn from the Desert Mountain NAOS bank. Furthermore, the final plat will identify the final well sites that comply with the Well Purchase Agreement.

History/Surrounding Context

The Property is contiguous to Desert Mountain on the north and east sides. Our Lady of Joy Catholic Church and Rural-43 single family residential lie to the south, and the Carefree Sky Ranch Airport and R1-35 single family residential to the west in the Town of Carefree, separated by Pima Road.

Desert Mountain is an 8000+/- acre master planned community with a range of residential densities including R-4R, R1-7, R1-10, R1-18 and R1-35 zoning totaling approximately 2,436 homes. Additionally, the Desert Mountain HOA recently voted to support (87% in favor) the request for R-4 ESL and O-S ESL zoning to allow residential and golf course development on this Property, which was approved by the City of Scottsdale City Council on December 1, 2016.

For the past 28 years, Desert Mountain has earned numerous awards of excellence in the areas of golf, clubhouse and residential design and conservation of its pristine natural desert setting. M3 intends to build upon the exemplary reputation of Desert Mountain with the development of DM19 as an upscale high desert residential and golf community.

DRB Criteria

The Board shall consider the design and theme of the application with respect to the applicable Guidelines, The Design Standards and Policies Manual, Master Plans, General Plan and Sensitive Design Principles.

The Board shall consider how the design of the proposed development promotes a desirable relationship of structures to one another and to open spaces.

The Board shall consider how the project conforms to the recommendations and guidelines in the Environmentally Sensitive Lands (ESL) Ordinance and the Scottsdale Sensitive Design Guidelines.

The Board shall consider the project's safety and convenience of its ingress, egress, internal traffic circulation and pedestrian circulation.

Block Plat

The Preliminary Plat for DM19 primarily consists of seven parcels which are labeled 'A' through 'G'. The parcels are further described per the following matrix:

Parcel Area and Usage

Parcel	Use	Area (Ac)	# of DU*	NAOS (Ac)*
A	Club House & Entry	7.13	NA	0.61
B	Residential	11.2	48	0.05
C	Residential	11.74	36	2.58
D	Residential	4.52	14	0.00
E	Residential	3.56	20	0.00
F	Residential	13.38	72	0.13
G	Golf	37.39	NA	3.86

**Note that the total number of units will never exceed 190 DUs. However, the unit counts per parcel above are preliminary and may change. In addition, a portion of the NAOS required for this project is being provided by the Desert Mountain NAOS bank.*

The purpose of submitting the block plat is to allow for flexibility in the lotting of the various residential parcels. As the specific product type is determined for each parcel, a specific lotting plan will be developed and submitted to city staff for review and approval through the minor Development Review process.

The specific lotting plans and associated dwellings will comply with the R-4 ESL zoning codes. No amendment to the development standards is being requested as part of this application. The overall density will not exceed 3.39 du/ac, buildings will not exceed 24-feet in height per the ESLO. Furthermore, all units will be single-family dwellings with either party walls or walled courtyards.

Landscape & Revegetation

The plant palette for landscape and revegetation on the DM19 project will be installed following three mass planting zones:

- Feature Palette
- Transitional Palette
- NAOS & Desert Revegetation Palette

There will be no non-native plants, turf and/or non-ESL approved vegetation included in the "high impact," "desert vegetation," and "shrub hedge" landscaping zones.

The specific plant palettes, quantities and maturities for each zone are defined on the landscape plans included with this application.

Site Plan

The DM19 site plan will consist of a maximum of 190 residential units and a par 3 18-hole golf course. This initial Preliminary Plat application is to define and establish the internal parcels that will make up the golf and residential portions of the site. It is being referred to as a "Block Plat." Subsequently, specific lotting layouts will be prepared and submitted for review and comment to the city.

Drainage

DM19 is an approximate 92-acre parcel of land located in North Scottsdale and is zoned to be approximately 55.5-acres of R4 zoning and approximately 36.2-acres of Open Space. The Site is currently an undeveloped parcel designated Environmentally Sensitive Land (ESL) 'Upper Desert.' The Site is part of the Desert Mountain Master Development Plan.

A preliminary drainage report for this Site has been prepared and approved by the City of Scottsdale which includes quantification of retention requirements and identification of proposed wash modifications. The main purpose of the Drainage Report was to demonstrate compliance with the City of Scottsdale's Floodplain Ordinance for the property which is subject to the Environmentally Sensitive Land Ordinance (ESLO).

The City of Scottsdale Floodplain Ordinance Chapter 37 sets forth the criteria and regulations within floodplains. The ordinance allows for modifications of wash corridors provided the ordinance criterion is met. DM19 will meet these drainage design requirements.

The DM19 project plans to maintain the two main water courses traversing through the Site in their historic locations (the Galloway Wash and Wash A to the north). The Galloway Wash will be a Vista Corridor through the project.

General Plan

DM19 is designated as Suburban Neighborhoods and Developed Open Space/Golf pursuant to the City's General Plan.

The Suburban Neighborhoods land use category supports a range of residential density from more than one (1) dwelling unit/acre up to eight (8) dwelling units/acre. The proposed development plan at approximately 2 dwelling units/acre overall and 3.4 du/ac on the R-4 property will conform to the lower end of the density range identified in the Suburban Neighborhoods category.

The Developed Open Space land use includes both public and/or private recreation areas, such as golf courses and city parks. Some developed open space may also be used as drainage facilities for flood control. Developed open spaces provide amenities for both residents and visitors and their design should integrate with adjacent neighborhoods.

The Guiding Principles of the General Plan

Within the City's General Plan there is a collection of "goals and approaches" intended to integrate the "Guiding Principles" into the planning process and determine if the City's Guiding Principles are being achieved in the context of general land use planning. These six principles, goals and approaches are however not static nor inflexible and the General Plan clearly recognizes that, The General Plan is designed to be a broad, flexible document that changes as the community needs, conditions and directions change. It is with this inherent flexibility in mind that the proposed GPA meets and exceeds the goals and vision established in the General Plan by conforming to the guiding principles, goals and approaches as described in this Application.

Scottsdale's character based general planning includes three distinct, interrelated levels. Level 1 includes Citywide planning; Level 2 is character area planning and Level 3 is neighborhood planning. Five (5) "Planning Zones" are identified in the City's Level 1-Citywide Planning. The Property is in the City's Planning Zone "E", which is the northernmost zone and includes a variety of master planned communities such as Terravita, Whisper Rock, the Boulders, DC Ranch and Desert Mountain and includes several thousand acres of State Trust Lands.

Level 2 general planning is character area planning. Character Plans are developed by the City over a period of time and speak specifically to the goals and special attributes of an identifiable and functional area such as land use,

infrastructure, architecture and transitions. The Property is not part of an adopted Character Area Plan.

Level 3 general planning includes neighborhood planning intended to identify and implement efforts to improve specific neighborhoods within the City. There is no neighborhood plan for this Property. These six Guiding Principles are as follows:

1. Value Scottsdale's Unique Character & Lifestyle
2. Support Economic Vitality
3. Enhance Neighborhoods
4. Preserve Meaningful Open Space
5. Seek Sustainability
6. Advance Transportation

Further, there are twelve "Elements" or sections of the General Plan containing the city's policies on the following sub-categories: 1) character and design, 2) land use, 3) economic vitality, 4) community involvement, 5) housing, 6) neighborhoods, 7) open space and recreation, 8) preservation and environmental planning, 9) cost of development, 10) growth areas, 11) public services and facilities and 12) community mobility. These Elements further breakdown the goals and approaches established in each chapter. Following this section is a description of how DM19 satisfies the Guiding Principles found within the City's General Plan.

Guiding Principle: Character & Lifestyle

The Character & Lifestyle Guiding Principle contains two elements, the Character and Design Element and the Land Use Element.

i. Character and Design Element

The Character and Design Element seeks to promote quality development and redevelopment that is sustainable and appropriate in striking a balance between natural desert settings, historically significant sites and structures and the surrounding neighborhood context.

"Development should respect and enhance the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life." The City has established a set of design principles, known as the Scottsdale's Sensitive Design Principles, to reinforce the quality of design in our community. The following Sensitive Design Principles are fundamental to the design and development of the Property.

1. ***The design character of any area should be enhanced and strengthened by new development.***

Response: The proposed lot layout is respectful of the natural wash corridors and mature vegetation. Building design will consider the distinctive qualities and character of the surrounding Desert Mountain and Carefree context and incorporate those qualities in its design. Building designs will achieve this in the following ways: desert contemporary architecture, low-scale structures (no more than 30' above natural grade in the R-4 district and 24' above natural grade in the O-S district, which will include the clubhouse and cart storage), earth-tone paint and indigenous exterior accents in keeping with the ESLO guidelines, shaded outdoor spaces, overhangs, recessed windows, building pads that integrate with the natural terrain, and preservation of view corridors and native vegetation.

2. ***Development, through appropriate siting and orientation of buildings, should recognize and preserve established major vistas, as well as protect natural features such as:***

Response: There is one significant wash corridor (approximately 1150 cfs) that traverses the Property, and as such, the goal will be to maintain and improve the majority of this vista corridor, which will be integrated into the golf course design and subdivision layout. Preservation of this vista corridor will comply with ESLO guidelines. As compared to the existing zoning which includes I-1, C-2 and C-0, this proposal will provide a context appropriate development pattern (residential, golf and native desert). The golf course together with the natural open space will constitute approximately 48% of the site, which is a significant increase in open space, and as a result, will optimize scenic views, as compared to the current zoning.

3. ***Development should be sensitive to existing topography and landscaping.***

Response: The Property, at the southern tip of the Desert Mountain master plan, has relatively gentle terrain, with one primary wash corridor that traverses the site east-west. The site design and home placement will respond to the terrain of the site by blending with the natural shape and texture of the land. The specific site plan/lot layout has not been determined at this time, but will comply with ESLO and exemplify the type of desert integrated residential development already established at Desert Mountain.

4. ***Development should protect the character of the Sonoran Desert by preserving and restoring natural habitats and ecological processes.***

Response: The developer proposes to maintain Natural Area Open Space in conformance with ESLO requirements as well as dedicating a 100' wide Scenic Corridor along Cave Creek Road and due to the fact that Pima Road is not

planned for expansion the 50' of excess right-of-way plus 25' of property shall serve as an average 75' wide Scenic Corridor along Pima Road (from edge of pavement). Berming and additional native landscaping will take place in the Scenic Corridor along Pima. M3 intends to utilize the existing Desert Mountain master NAOS bank to satisfy the overall NAOS requirement for Parcel 19. The development will preserve and restore natural habitats and ecological processes by including native vegetation and desert appropriate plant materials throughout the development. The vast amount of open space (both active and passive) will protect and enhance the existing wildlife habitat found in this area.

5. ***The design of the public realm, including streetscapes, parks, plazas and civic amenities, is an opportunity to provide identity to the community and to convey its design expectations.***

Response: Streetscapes will provide continuity through use of cohesive desert landscaping. Placement of residential lots, golf holes, cart paths, clubhouse, parking, and internal streets will complement the natural terrain. There is no "public realm" in the traditional sense but connectivity will be provided within this private community similar to other established residential golf communities at Desert Mountain.

6. ***Developments should integrate alternative modes of transportation, including bicycles and bus access, within the pedestrian network that encourage social contact and interaction within the community.***

Response: The Desert Mountain master plan has a private trail system that weaves throughout the lush high desert setting. Due to location, however, Parcel 19 will not tie directly to this trail system (which is located 3+ miles away from Parcel 19). See Trail & Connectivity Plan. In general, this area allows for alternate mobility options for pedestrians, equestrians, and bicycles.

7. ***Development should show consideration for the pedestrian by providing landscaping and shading elements as well as inviting access connections to adjacent developments.***

Response: The developer intends to provide quality common open space areas within the development and clubhouse area for the enjoyment of the future residents and golfers. The golf course will provide cart path access to the existing Desert Mountain community. Layout of the exact cart path network is still being refined with the site plan design and the planned remodel of the Renegade Golf Course being done by Desert Mountain. More detail will be shown with the DRB and preliminary plat submittals.

8. *Buildings should be designed with a logical hierarchy of masses:*

Response: Homes will be limited to a maximum 30' in height per Desert Mountain restrictions (R-4 zoning allows up to 30') as opposed to the current entitlements which allow up to 52' in height in the Industrial (I-1) district. The clubhouse and buildings related to golf which are located in the O-S zoned area will be limited to 24' in height. Building massing and articulation will promote a logical hierarchy with respect to the surrounding context and scale and massing of the adjacent homes both in Desert Mountain and Carefree. The architectural theming graphics included with this application provide some conceptual ideas for building designs.

9. *The design of the built environment should respond to the desert environment:*

Response: Homes will embrace the desert setting through the use of Sonoran Desert inspired building materials and architectural detailing with ample outdoor/patio spaces. Features such as shade structures, deep roof overhangs and recessed windows will be incorporated.

10. *Developments should strive to incorporate sustainable and healthy building practices and products.*

Response: Design strategies and building techniques, which minimize environmental impact, reduce energy consumption, and endure over time, will be utilized including but not limited to, sustainable building materials and techniques, low-scale structures with overhangs, shaded outdoor spaces, indigenous exterior accents, recessed windows with low-e glass, low-flow plumbing fixtures and the integration of low-water use native vegetation.

11. *Landscape design should respond to the desert environment by utilizing a variety of mature landscape materials indigenous to the arid region.*

Response: The character of the area will be enhanced through the careful selection of desert planting materials in terms of scale, density, and arrangement in conformance with the Desert Mountain plant palette and the City's ESLO standards.

12. *Site design should incorporate techniques for efficient water use by providing desert adapted landscaping and preserving native plants.*

Response: The community will consist of predominately low-water use desert appropriate plant material and preservation of native plant materials. Additionally, the proposed development will result in an approximately 70% (+) reduction in potable water consumption compared to currently approved zoning for the 91.7+/- acre site. The estimated total potable water average day demand per current zoning is approximately 338,500 gallons per day using I-1, C-2, and CO square footages combined with R1- 7 and R1-35 residential densities. The estimated average day demand for Parcel 19 as proposed is approximately 72,200 gallons per day, resulting in greater than 70% less demand.

13. *The extent and quality of lighting should be integrally designed as part of the built environment.*

Response: Lighting will be designed to minimize glare and invasive overflow, to conserve energy, and to reflect the character of the area consistent with the City's dark-skies policy not to mention the significant reduction in proposed lighting as compared to what the existing land use entitlements would generate. The selected lighting standards will be low-scale in terms of height similar to the lighting standards found in Desert Mountain.

14. *Signage should consider the distinctive qualities and character of the surrounding context in terms of size, color, location and illumination.*

Response: Community signage will be designed to be complementary to the architecture, landscaping and design theme for the site, with due consideration for visibility and legibility.

General Plan Goals

In addition to the character and design factors discussed above, this major General Plan Amendment request is consistent with the following goals and approaches contained within the Character and Design Element:

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Goal 1: *Determine the appropriateness of all development in terms of community goals surrounding area character and the specific context of the surrounding neighborhood.*

Bullet 1: Respond to regional and citywide contexts with new and revitalized development in terms of:

- **Scottsdale as a southwestern desert community.**

- Relationships to surrounding land forms, land uses, and transportation corridors.
- Consistently high community quality expectations.
- Visual impacts (views, lighting, etc.) upon public settings and neighboring properties.

Bullet 2: Enrich the lives of all Scottsdale citizens by promoting safe, attractive, and context compatible development.

Bullet 3: Encourage projects that are responsive to the natural environment, site conditions, and unique character of each area, while being responsive to people's needs.

Bullet 4: Ensure that all development is part of and contributes to the established or planned character of the area of a proposed location

(i.e.: Rural Desert Character Type)

Response: The Character Types Map of the General Plan designates the Property as a "Rural Desert" character type. The General Plan identifies the Rural Desert character type as containing relatively low-density residential neighborhoods and low-density resorts. DM19 will provide a resort like life style that includes preservation of the natural desert character while maintaining vista corridors and meaningful open space, lot sizing, placement and orientation will be designed in a manner that respects the natural terrain and native plants. Additionally, the proposed development contributes to the established Southwestern character of Desert Mountain through density, open space and environmental sensitivity enriching the lives of Scottsdale citizens promoting a safe, attractive, and context compatible development. Low-level lighting and low-scale building profiles nestled within an open space setting will minimize visual impacts to neighboring properties.

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Goal 2: Review the design of all development proposals to foster quality design that enhances Scottsdale as a unique Southwestern desert community.

Bullet 2: Recognize that Scottsdale's economic and environmental well-being depends a great deal upon the distinctive character and natural attractiveness of the community, which are based in part on good site planning and aesthetics in the design and development

review process.

Bullet 5: Promote development that respects and enhances the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.

Bullet 6: Promote, evaluate and maintain the Scottsdale Sensitive Design Principles that when followed will help improve and reinforce the quality of design in our community.

Response: The site plan and building design (residential lot layout, golf course design, internal road design and golf amenities including clubhouse and parking) envisioned for the Property will respect and enhance the unique climate, topography, vegetation and historical context of the local desert environment. Desert Mountain Parcel 19 will contribute towards sustaining Scottsdale's economic and environmental quality of life by representing the desert character and design quality typically associated with north Scottsdale and Desert Mountain.

This residential and golf community will promote the Scottsdale Sensitive Design Principles. The applicant's approach to the proposed development is in harmony with the built environment and densities of the surrounding Desert Mountain master planned community. See responses to Scottsdale's Sensitive Design Principles above.

Goal 3: *Identify Scottsdale's historic, archeological and cultural resources, promote an awareness of them for future generations, and support their preservation and conservation.*

Bullet 3: Continue the process of identifying Scottsdale's historic, archeological, and cultural resources.

Bullet 10: Develop partnerships with groups such as the Scottsdale Historical Society, State Historic Preservation Office, and other local, regional, and national historic and archaeological boards and commissions in support of these goals.

Response: A Class III Cultural Resources Survey of the Desert Mountain 19 site has been prepared by Logan Simpson and is in review with the City. In August 2016, the second submittal was made along with a Work Plan for National Register of Historic Places Eligibility Testing. Survey was updated again on September 19, 2016 and Work Plan was updated on September 13, 2016. Fieldwork will begin as soon as a written notice to proceed from the City is granted.

Goal 4: Encourage “streetscapes” for major roadways that promote the City’s visual quality and character and blend into the character of the surrounding area.

Bullet 5: Ensure compatibility with natural desert in Natural streetscape areas. Plant selection should be those that are native to the desert and densities of planting areas should be similar to natural conditions.

Bullet 9: Apply the Scenic Corridor designation in circumstances where a substantial landscape buffer is desired to maintain views, the desert character is a vital part of the neighborhood setting, and buffering of roadway impacts is important. This allows for larger landscaped areas that can minimize the impact of highly traveled roads and adjacent neighborhoods.

Bullet 13: Use markers and entry features at key entrances to Scottsdale so that residents and visitors have a sense of arrival into the City.

Response: The General Plan Streetscapes Map designates “Natural Streetscapes” adjacent to the Property. The 100’ Scenic Corridor will be provided along Cave Creek Road. As discussed with City Staff, it is important to note that Pima Road is not a visually significant road north of Cave Creek Road (local residential street), there is no north-south Scenic Corridor connectivity, and there is also an existing well site at the northwest corner of the Property that will likely be maintained in its current capacity. However, DM19 is willing to maintain an average 25’ buffer which when added to the City’s existing right-of-way will provide a 75’ wide area adjacent to Pima Road which can be landscaped or revegetated. Further, the proposed site plan will provide open space in excess of the requirements, with approximately 48% of the site designated as natural and recreational open space

Goal 6: Recognize the value and visual significance that landscaping has upon the character of the community and maintain standards that result in substantial material landscaping that reinforce the character of the City.

Bullet 1: Require substantial landscaping be provided as part of new development or redevelopment.

Bullet 2: Maintain the landscape materials and patterns within a character area.

Bullet 3: Encourage the use of landscaping to reduce the effects of heat and glare on buildings and pedestrian areas as well as

contribute toward better air quality.

Bullet 4: Discourage plant materials that contribute to airborne pollen.

Bullet 5: Encourage landscape designs that promote water conservation, safe public settings, erosion protection, and reduce the “urban heat island” effect.

Bullet 6: Encourage the retention of mature landscape plan materials.

Response: The development proposal promotes a rich desert landscape palette (and preservation of mature native vegetation) as part of the overall site plan design to enhance the surrounding character, minimize building mass, and naturally integrate with adjacent properties. The applicant is committed to creating a uniquely designed environment that upholds superior architecture as well as distinctive landscaping.

Goal 7: Encourage sensitive outdoor lighting that reflects the needs and character of different parts of the City.

Bullet 2: Encourage lighting designs that minimize glare and lighting intrusions into neighborhood settings.

Bullet 3: Encourage creative and high quality designs for outdoor lighting fixtures and standards that reflect the character of the local context.

Bullet 4: Discourage lighting that reduces viability of astronomical observation facilities within Arizona.

Bullet 5: Allow for lighting systems that support active pedestrian uses and contribute towards public safety.

Response: Lighting will be compatible with the existing character of Desert Mountain which minimizes glare and lighting intrusions into adjacent residential properties and promotes “dark skies” pursuant to City polices.

ii. Land Use Element

The Land Use Element section of the Character and Lifestyle Guiding Principle embraces the concept that land uses should complement each other visually, aesthetically, socially, and economically, and to avoid conflicting, damaging or otherwise unwanted land uses from compromising the overall character of a site, a neighborhood, or the community.

Per the General Plan, “Neighborhoods” focus on a range of mostly residential classifications and land uses designated to accommodate a mix of densities for a variety of neighborhoods and other uses that support residential land uses. Suburban Neighborhoods “include medium to small-lot single family neighborhoods or subdivisions.” This land use category supports densities between 1-8 dwelling units/acre and the site is surrounded by Suburban Neighborhoods with comparable densities. Thus, the proposed site plan is compatible with the Suburban Neighborhoods and Developed Open Space designations. The DM19 site plan and proposed uses are consistent with the following goals and approaches contained within the Land Use Element of the General Plan:

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Goal 3: Encourage the transition of land uses for more intense, regional and Citywide activity areas to less intense activity areas within local neighborhoods.

Bullet 1: Ensure that neighborhood edges transition to one another by considering appropriate land uses, development patterns, character elements and access to various mobility networks.

Response: The location of the Property and the neighborhood sensitive development goals proposed for DM19 contribute towards an appropriate transition with respect to development pattern, intensity and character.

The surrounding mix of existing land uses in the immediate area include the Desert Mountain master plan (north and northwest) with a range of residential densities including R-4R, R1-7, R1-10, R1-18 and R1-35. As previously stated, Desert Mountain is an 8,000-acre master planned community with approximately 2,436 planned homes and six 18-hole golf courses. It was originally planned and approved for 4,500 residential and resort units. DM19 is immediately surrounded by R1-7 ESL single family residential to the north, O-S ESL, Desert Mountain golf course and Scottsdale Fire Station to the east (soon to be relocated), Our Lady of Joy Catholic Church and R-43 single family residential to the south, and the Carefree Sky Ranch Airport and R1-35 single family residential to the west in the Town of Carefree.

Goal 4: Maintain a balance of the land uses that support a high quality of life, a diverse mixture of housing and leisure opportunities and the economic base needed to secure resources to support the community.

Response: The General Plan encourages a diversity of residential uses and supporting services that provide for the needs of the community and of the neighborhoods. Maintaining a citywide balance of land uses is an important planning goal that supports changes to meet the evolving needs of a neighborhood. The proposed residential and golf community will provide a wider array of housing options for the residents of north Scottsdale in a unique desert setting and the new golf course will provide an 18-hole short game course that can be enjoyed by all skill levels while providing abundant open space and preserving view corridors.

Goal 5: *Developed land use patterns that are compatible with and support a variety of mobility opportunities/choices and service provisions.*

Bullet 6: *Provide an interconnected open space system that is accessible to the public, including pedestrian and equestrian links, recreation areas, and drainage ways.*

Response: A rich mix of lifestyles that enhance the values that make each place unique is a core Scottsdale value. As such, the proposed development plan provides an environmentally sensitive residential and golf opportunity for residents of Scottsdale who chose to purchase a home in this Desert Mountain community.

Goal 7: *Sensitively integrate land uses into the surrounding physical and natural environments, the neighborhood setting and the neighborhood itself.*

Bullet 2: *Incorporate appropriate land use transitions to help integration into surrounding neighborhoods.*

Bullet 5: *Incorporate open space, mobility, and drainage networks while protecting the area's character and natural systems.*

Response: As with all of M3's developments, the site plan for Parcel 19 has been designed with careful consideration to the natural terrain/washes, native vegetation and vista corridors as well as the existing built environment of single family residential and nearby Sky Ranch Airport. The home sites have been masterfully integrated with the proposed golf amenity and refinement of the design will continue to develop through the zoning and subsequent Development Review Board process with the City.

Goal 8: *Encourage land uses that create a sense of community among those who work, live, and play within local neighborhoods.*

Bullet 3: *Promote development patterns and standards that are consistent with the surrounding uses and reinforced an area's*

character.

Response: The existing 8000+/- acre Desert Mountain master plan, which was approved in 1987, consists of approximately 2,436 planned homes and six golf courses with clubhouses and associated amenities (restaurants, tennis, fitness, spa) The property is surrounded by R1-7 ESL single family residential to the north, O-S ESL, Desert Mountain golf course and Scottsdale Fire Station to the east (soon to be relocated), Our Lady of Joy Catholic Church and R-43 single family residential to the south, and the Carefree Sky Ranch Airport and R1-35 single family residential to the west in the Town of Carefree.

The Desert Mountain HOA recently voted to support the approval of a GPA and rezoning to R-4 ESL and O-S ESL to allow residential and golf course development on the Property finding it to be compatible and in character with the existing surrounding development and high desert lifestyle.

Guiding Principle: Economic Vitality

i. Economic Vitality Element

The Economic Vitality Guiding Principle is intended to secure Scottsdale's future as a desirable place to live, work and visit based on the foundation of a dynamic, diversified and growing economic base that complements the community. While highlighted in other elements of the General Plan (Housing and Neighborhoods), the Economic Vitality Element recognizes that variety and quality of housing is crucial to the stability of the local economy. Discussion specific to the importance of housing and neighborhoods as it relates to the overall of sustainability of Scottsdale's community is summarized in the following section.

A market analysis was prepared by Elliott Pollack, demonstrating that the proposed additional homes and golf course are positive uses

The proposed private course and clubhouse will be operated and financially supported by dues from Desert Mountain Club members. Desert Mountain has approximately 2,000 members generating \$57 million in annual revenues. Parcel 19 will add to the number of Desert Mountain members, and generate sufficient revenues to support the additional amenities.

Guiding Principle: Enhance Neighborhoods

i. Community Involvement Element

Public participation is a key component to the successful planning of new development within a community. Citizens and business owners are an

important part of the public process, which is why Scottsdale requires a thorough outreach effort for any new development whether it be a GPA, Rezoning, or Conditional Use Permit. The development team began early outreach efforts in late 2015 with Desert Mountain and in early 2016 with the surrounding property owners, the Town of Carefree and other stakeholders. These outreach efforts and dialogue with the community will continue throughout the public process.

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Goal 1: Seek early and ongoing involvement in project/policy-making discussions.

Bullet 1: Maximize opportunities for early notification of proposed projects, or project/issues under consideration using signs, information display boards, web postings, written correspondence, and other methods, as they become available.

Response: As mentioned above, outreach began early and has been ongoing (and will continue to be ongoing) throughout the entitlement process with the City. In addition to several meetings with the Desert Mountain HOA Board and Velvet Shadows/Carefree Shadows HOA Board. A mailing was sent to all property owners within 750' of the Property as well as interested parties. A complete Citizen Outreach Report is provided with the application.

ii. Housing Element

Scottsdale has historically been a community that embraces a variety of housing opportunities to enhance the character, diversity, and vitality of the City, as well as respect and conserve the Sonoran Desert. The General Plan states "Our vision is to incrementally, but steadfastly expand housing opportunities for current and future citizens." Scottsdale encourages housing options that provide a wide range of opportunities for people living, working, and retiring in the community.

DM19 is consistent with the following goals and approaches contained within the Housing Element:

2001 General Plan Page 98

Goal 2: Seek a variety of housing options that blend with the character of the surrounding community.

Bullet 1: Maintain Scottsdale's quality-driven development review standards for new housing development.

Response: The R-4 housing for Desert Mountain Parcel 19 will be single family for-sale homes with an estimated selling price of \$900,000-\$2.5 million. This development will uphold Desert Mountain's quality standards and complement the existing upscale lifestyle and character established throughout the Desert Mountain master plan while providing a more maintenance free lifestyle. Architectural themes and design elements are still being finalized, but will include desert contemporary architecture and an emphasis on Southwest living with the implementation of context appropriate building elements, earth-tone palettes, indigenous materials, recessed windows, and desert shade trees. The development team is also formulating a set of design guidelines to further uphold the established Desert Mountain character.

iii. Neighborhood Element

The Neighborhood section of the General Plan focuses on Scottsdale's vision to preserve, reinforce, and where appropriate, revitalize the characteristics and stability of neighborhoods. This is accomplished by making sure that neighborhoods are in harmony with their existing character and defining features. Particular attention is paid to the unique character and special qualities of each individual neighborhood within the City.

The term "neighborhood" is best characterized as a diverse mix of use typically consisting of retail, office and residential development. Given the specific physical location of the Property, the proposed Suburban Neighborhoods land use designation is appropriate in the context of the General Plan's Guiding Principle for sustainable neighborhoods.

The Neighborhood's Guiding Principle of the General Plan identifies several policies intended to ensure that Scottsdale is a desirable place to live, work and visit and, in conjunction with a stable economic base, the General Plan recognizes that neighborhood viability and sustainability is as equally important as a strong economic base.

DM19 is consistent with the following goals and approaches contained within the Neighborhood Element:

2001 General Plan Page 105

Goal 1: Enhance and protect diverse neighborhoods so they are safe and well maintained.

Bullet 1: Provide neighborhood recreation facilities and parks.

Response: DM19 will provide a wider array of housing options for the residents of north Scottsdale in a unique desert setting and the new golf course will provide an 18-hole short game course that can be enjoyed by all skill levels while providing abundant open space, preserving view corridors and promoting high desert living.

Guiding Principle: Open Space

i. Open Space and Recreation Element

It has long been a priority of the City to conserve significant natural areas and open spaces for both recreational and preservation purposes.

The Open Space and Recreation guiding principle found within the General Plan specifically addresses the significance of the Scenic Corridors, natural and urban open spaces and recreational opportunities. A well managed system that provides active and passive open space/recreational opportunities is considered an indispensable community feature, one that should be available to all ages on a year-round basis in the City of Scottsdale. Maintaining connected open space corridors such as vista corridors through the site and Scenic Corridors (Cave Creek Road), provides continuous visual linkages within and between local neighborhoods reinforcing the regional open space network.

DM19 is consistent with the following goals and approaches contained within the Open Space and Recreation Element:

General Plan Page 113

Goal 1: *Protect and improve the quality of Scottsdale's natural and urban environments as defined in the quality and quantity of its open space.*

Bullet 1: Provide ample opportunity for people to experience and enjoy the magnificent Sonoran Desert and mountains, balancing access and preservation.

Bullet 2: Provide a variety of opportunities for passive and active outdoor recreational activities, such as hiking, horseback riding, mountain biking, rock climbing and wildlife observation.

Bullet 15: Preserve scenic views and vistas of mountains, natural features, and rural landmarks.

Bullet 16: Protect and use existing native plants, the design themes of character areas within which they are sited, and respond to local conditions in landscape designs.

Response: The proposed development provides opportunities for passive and active outdoor recreational activities through both the preservation of NAOS and a new golf course amenity. The golf course and clubhouse area will be approximately 36.2+/- acres and overall there will be approximately 48% of open space provided on the Property and integrated into the residential community. This large amount of open space will have the additional benefit of preserving scenic views and mountain vistas that are well known to the Desert Mountain community. Additionally, as with the developed portions of Desert Mountain, local conditions (terrain and vegetation) will be respected and have been factored into the overall site design.

2001 General Plan Page 124

ii. Preservation and Environmental Planning Element

The preservation of our community relies on a built environment that is sustainable and in harmony with the natural environment. There are several ways to accomplish this goal which include, but are not limited to, reducing vehicle trips to minimize congestion and pollution, encouraging green building standards and environmentally sensitive design philosophies, and maintaining meaningful, connective open space. The overlying theme is to bring a close and supportive relationship between natural resources, environmental quality and the economy of the area. This proposed residential community is a significant reduction in average daily trips as compared to the existing zoning from 9,371 daily trips to 620 daily trips, a 93% decrease.

This General Plan Amendment is consistent with the following goals and approaches contained within the Preservation and Environmental Planning Element:

General Plan Page 132

Goal 2: Enhance the quality of life in Scottsdale by safeguarding the natural environment.

Bullet 4: Encourage developments to retain and integrate the desert ecosystem where appropriate.

Bullet 6: Preserve local plants, wildlife, and natural resources to maintain the biodiversity and long-term sustainability of the area's ecology.

Bullet 8: Maintain scenic views to preserve the aesthetic values of the area for all to enjoy and for its contribution to the quality of life for residents and visitors.

Response: The Property, at the southern tip of the Desert Mountain master plan in the high desert of north Scottsdale, has relatively gentle terrain, with a primary wash corridor that traverse the site east-west. The site design and home placement will respond to the terrain of the site. The proposed home sites are respectful of the natural wash corridors, mature vegetation and preservation of wildlife corridors. Building design will consider the distinctive qualities and character of the surrounding Desert Mountain context and incorporate those qualities in its design.

Goal 3: Achieve a sustainable balance between the conservation, use and development of Scottsdale Natural Resources.

Bullet 5: Investigate and implement techniques, which minimize use of chemicals in maintaining turf and landscape materials, for example in parks and golf courses.

Bullet 8: For flood control channels, a high priority in the design criteria should be placed on:

- ***Sensitive aesthetic treatment***
- ***Multiple uses that harmonize with the character of the adjacent neighborhood***
- ***Impact on habitat***

Response: The Developer, M3, will seek to implement turf and landscape treatments that are environmentally sensitive and minimize the use of chemicals. The golf course design has been diligently thought through and respects, preserves and showcases all existing environmentally sensitive areas. This includes natural drainage characteristics, established flood plains, 404 washes, significant boulder outcroppings and native vegetation. The proposed grading for the course takes into account the existing terrain of the area and is compatible with its surrounding environment. The natural drainage patterns will remain intact and fully functioning, creating no impact to downstream properties. In addition, wildlife corridors will not be disrupted following golf course development.

Goal 4: Reduce energy consumption and promote energy conservation.

Response: The proposed development will results in an approximately 70% reduction in potable water consumption compared to the previous zoning for the 91.7+/- acre site. Additionally, daily vehicular trips will be reduced by 93% as compared to the previous zoning which included office, commercial and industrial uses. M3 intends to investigate opportunities for sustainable building techniques and materials, provide both natural and man-made shading, promote solar energy opportunities and implement energy efficient lighting.

Goal 5: Conserve water and encourage the reuse of wastewater.

Bullet 1: Continue and expand the current water conservation program and investigate feasibility of using reclaimed wastewater for irrigation and water features throughout the city.

Response: The golf course will be irrigated with the current IWDS (Irrigation Water Distribution System) water allotment for Desert Mountain.

Goal 7: Promote local and regional efforts to improve air quality.

Response: The low density development will provide approximately 48% in open space including both natural and recreational open space amenities, thereby creating a vast improvement to air quality as compared to the previous more intense uses.

Goal 9: Protect and conserve native plants as a significant natural and visual resource.

Bullet 1: Enhance, restore and sustain the health, productivity and biodiversity of our Sonoran Desert ecosystem through native plant retention.

Bullet 2: Retain and preserve native plants to retain a Sonoran desert character.

Goal 10: Encourage environmentally sound "green building" alternatives that support sustainable desert living.

Bullet 3: Protect and enhance the natural elements of all development sites.

Bullet 5: Use low impact building materials.

Response: DM19 will utilize a rich desert landscape palette and preservation of mature native vegetation as part of the overall site plan design to enhance the surrounding character, minimize building mass, and integrate with adjacent properties. M3 is committed to creating a specially designed environment that has superior architecture as well as distinctive landscaping. The vision for the Property is a Southwestern residential community in a desert golf setting that celebrates the unique character and quality of the natural Sonoran Desert. With all landscape design initiatives, sustainable practices such as water conservation and the protection/ relocation of mature plant material will be followed.

Homes will embrace the desert setting through the use of Sonoran Desert inspired building materials and desert contemporary architectural detailing with ample outdoor/patio spaces. Features such as shade structures, deep roof overhangs and recessed windows will be incorporated.

Design strategies and building techniques, which reduce energy consumption and endure over time, will be utilized where feasible. These elements will be addressed in the design guidelines established for Parcel 19.

Guiding Principle: Sustainability

The issue of sustainability is addressed within three chapters of the General Plan that include 1) cost of development; 2) growth areas; and 3) public services and facilities. This chapter and the discussion of “sustainability” (for the purposes of the General Plan discussion) relates more to effective management of Scottsdale’s finite and renewable environmental, economic, social, and technological resources to ensure that they serve future needs.

The City has long held the philosophy that new development should “pay for itself” and not burden existing residents and property owners with the provision of infrastructure and public services and facilities. Through the development review process the City can evaluate appropriate dedications, development fees and infrastructure provisions. The developer will incur any costs and fees associated with infrastructure requirements including the consolidation and relocation of the well sites.

Guiding Principle: Transportation

i. Community Mobility Element

This section of the General Plan addresses mobility choices to provide alternatives to the automobile and to increase accessibility, improve air quality, enrich the community and its neighborhoods, and contribute to the community’s quality of life. In general, the Community Mobility Element relates to protecting the function and form of regional air and land corridors, protecting the physical integrity of regional networks to reduce the number, length and frequency of automobile trips. Additionally, this section of the General Plan seeks to prioritize regional connections to safely and efficiently move people and goods beyond City boundaries, to relieve traffic congestion, to optimize mobility, maintain Scottsdale’s aesthetics, emphasize live, work and play opportunities, and to protect neighborhoods from the negative impact of regional and Citywide networks. Finally, the General Plan recognizes that there is diversity throughout neighborhoods and that each neighborhood may, in fact, have different mobility needs.

DM19 is consistent with the following goals and approaches contained within the Community Mobility Element:

General Plan Page 177

Goal 2: *Protect the physical integrity of regional networks to help reduce the number, length, and frequency of automobile trips, to improve air quality, reduce traffic congestion, and enhance quality of life and the environment.*

Response: This development will result in a 93% reduction of traffic compared to the previous zoning entitlements (9,371 total trips compared to 620 total trips).

City of Scottsdale - Golf Course Policy

The Scottsdale Golf Course Policy was developed in 1997 and identifies 5 Primary issues that are significant in the development of Golf Courses. These 5 issues are:

1. Environmental
2. Land Use
3. Economic
4. Open Space
5. Water Supply

Within each of these issues, goals have been established to direct golf course development in general. The goals which pertain to the proposed project are itemized below along with responses specific to this project.

Goal 1: *Encourage high levels of environmental performance in the design and management of new golf facilities.*

-and-

Goal 3: *Encourage environmental sensitivity and resource protection in every phase of course development and management.*

Response: The golf course adds approximately 35 acres of impervious surfaces to the area. These 35 acres will provide a wide variety of desert friendly plant zones with palettes specific to wash zones, arroyo areas, desert enhancement, desert revegetation and turf. The turf area will provide a beautiful playing surface for its users, but also help provide storm water storage areas and one method of conveying drainage run off.

The golf course design has been diligently thought through and respects, preserves and showcases all existing environmentally sensitive areas. This

includes natural drainage characteristics, established flood planes, 404 washes, significant boulder outcroppings and native vegetation. The proposed grading for the course takes into account the existing terrain of the area and is compatible with its surrounding environment. The natural drainage patterns will remain intact and fully functioning, creating no impact to downstream properties. In addition, wildlife corridors will not be disrupted following golf course development.

Typically, desert golf courses utilize and are limited to 90 acres of turf per golf course facility. Based on an industry average of 35,000 rounds for daily free golf, this acreage translates into 1 acre for approximately 389 rounds of golf. The Desert Mountain Parcel 19 golf course proposal is very unique for many reasons, but specific to turf efficiency the new golf course is targeted for 25,000 rounds which translates to 1,000 rounds per acre of turf which represents over 250% increase in turf function. Additionally, the proposed golf course represents approximately 25% of the typically allowed turf for a golf facility.

Goal 6: *Golf courses should be effectively integrated into surrounding land uses and managed so as to provide the highest benefit to the community.*

Response: Landscape buffers and transition areas will utilize a plant palette that will consist only of native species in densities that are commensurate with the surrounding Sonoran Desert and the Desert Mountain Community. The design and layout of the course will compliment and reinforce the existing golf character of Desert Mountain. The routing of the course will provide special enclaves within the project without jeopardizing the overall sense of community.

The Desert Mountain Parcel 19 golf course will be an addition to the Desert Mountain golf facility, one of the most recognizable golf brands and sophisticated golf facilities in the world. To meet these high standards, the course will be designed and developed with the assistance of the industry leaders and experts who maintain and sustain the current Desert Mountain golf courses; the same golf courses that represent the leading science and design standards within the City of Scottsdale. The developers and designers expectations are to use the uniqueness of the proposed short course to challenge those criteria and experts and achieve standards that will inspire all of Desert Mountain and the courses of North Scottsdale to think about maintenance and design in even more detail than they have before.

Goal 9: *Encourage golf as a continuing recreational opportunity for Scottsdale's residents.*

Response: Desert Mountain represents a unique aspect and living opportunity exclusive to the desert area of Scottsdale. That reputation provides a substantial boost to the City's brand and economic well-being. Desert Mountain is keenly

aware of its place in the location and national golf scene and is continually managing and assessing their status, member satisfaction and financial stability. The game of golf is always expanding and contracting, which is influenced by many factors. Desert Mountain is extremely unique with a very large private membership including multiple golf courses and club facilities. While these amenities are world class, the membership and club management views the new Parcel 19 facility, a 3,000-yard walkable short course, as providing a new opportunity not currently offered at Desert Mountain golf courses. This new golf facility will help sustain the club, its reputation, and its current membership further growing the game at Desert Mountain and throughout Arizona.

The short course will provide a user friendly game for the aging member, a golf experience exemplary with the level of play they are accustomed to at Desert Mountain, which will extend their connection with the game and their usage of the club's overall facilities. The short course will provide a venue, for both existing and potential members, for a relaxing golf experience where the stress of having a high handicap or keeping swift pace of play is removed from the equation. The balance between simple outdoor fun and the inclusion of golf will expand the normal user profile and potentially allow members enough experience and comfort to move to one of the larger courses and grow the game internally. Further, it's a place for those passive golf members to bring people to Desert Mountain to show them a different type of golf.

The short course is a perfect place for parents and grandparents to teach their children and grandchildren the wonderful game of golf while spending quality time together else they otherwise would have to wait to tackle the larger, more difficult courses. Expanding golf's life, creating a unique way to play the game, and teaching the next generation to play will contribute as a major role in sustaining Desert Mountain, the game of golf and Scottsdale's golf market in the future. The development of short courses are expanding the game, and like usual, Desert Mountain is going to lead the way.

Goal 10: Encourage that golf courses be a part of and contribute value and diversity to a system of meaningful open space providing aesthetic, recreational and environmental benefit to the community.

Response: This proposed golf course is an extension of the existing golf courses within Desert Mountain and as such will continue to provide a scenic and environmentally sensitive relationship with the award winning Desert Mountain master plan. NAOS requirements will be strictly adhered to, ensuring that the uniqueness and natural beauty of the desert landscape which characterizes Desert Mountain will be maintained. There is no NAOS reduction being requested in the development of this golf course. Wildlife habitat and movement will be enhanced by the development of this golf course by providing additional

vegetation to a property that is currently sparse in vegetation.

Goal 11: *Golf courses should develop a separate and distinct water supply and delivery system so as not to negatively impact service to the overall community or divert potable water available for citizen consumption.*

Response: Since this golf course is part of the Desert Mountain master plan, the irrigation water supply already exists in capacity, quantity and proximity. Desert Mountain is a member of both the RWDS and IWDS. Irrigation will be extended from the existing system within Desert Mountain.

Goal 12: *Continuous efforts to reduce water usage in, both existing and future golf courses, is encouraged.*

Response: As described above, Desert Mountain and thus this new course has always been and will continue to be committed for both environmental and economic reasons to utilize the latest irrigation technology to minimize water usage in their irrigation practices.

Environmentally Sensitive Lands Ordinance

The purpose of the ESL District is to identify and protect environmentally sensitive lands in the city and to promote the public health, safety and welfare by providing appropriate and reasonable controls for the development of such lands.

DM19 upholds the ESLO objectives in the following ways:

- Preservation of NAOS.
- Sensitive placement of golf holes, paths, clubhouse, and internal roadways to complement the natural landscape.
- Preservation of undisturbed native vegetation and vegetation of areas with ESLO desert plantings where disturbed by construction.
- Protect and preserve significant topographic features, washes, large boulder outcroppings and vista corridors.
- Maintain wildlife habitats through preservation of natural washes and connective NAOS.

- Utilized desert appropriate architecture and materials through the integration of deep overhangs, recessed windows, indigenous building materials, and context appropriate color palette, to name a few.

Design Standards & Policies Manual

Scottsdale has established a set of guidelines for the design of public and private projects within the city. These guidelines are contained within the Design Standards and Policy Manual, commonly known as the DS&PM. The DS&PM is made up of 12 chapters all dealing with various areas of public and private development issues and is intended to provide direction during final design and preparation of the construction documents for development within the City of Scottsdale.

Detailed design for DM19 will comply with the standards and policies conveyed by the DS&PM as follows

- Natural site features such as washes, boulder outcrops and native vegetation will be left in their natural state as much as possible. Improvements that are required within natural washes will complement their natural function and appearance.
- Concrete for exposed drainage structures, sidewalks, curbs, gutters and driveways will be integrally colored or stained to match the surrounding environment.
- Roadway cross-sections will comply with ESL (Environmentally Sensitive Lands) standards as illustrated in the DS&PM.
- Only local native rock will be used for erosion protection.
- Roadway and driveway alignments will be selected to minimize disruption to the natural drainage patterns of the site. Where crossings are necessary, detailed analysis will be done to ensure that there are no adverse impacts downstream to flow patterns, flow rates, erosion and sediment transport.
- Cut & fill slopes will be graded to blend back into the natural terrain. Where retaining walls are required heights will be kept to a minimum and terracing will be incorporated to avoid "tall" wall impacts.

- Emergency access will meet or exceed Scottsdale Fire Department requirements.
- Gated entrances will comply with the standards of figure 2.1-3 of the DS&PM.
- Storm water storage basins and drainage channels will comply with DS&PM standards. In addition, they will be shaped to be “free-form” so as to blend into the natural desert surroundings. Landscape material will generally be native plants capable of surviving periodic inundation such as the species identified in section 2-1.903 of the DS&PM.
- To minimize impact, utility lines will be located in road and driveway corridors as much as possible. In cases where utility lines cannot follow a road or driveway corridor, they will be located in easements or separate tracts and where desert materials are damaged due to the installation, re-vegetation will be provided.

Lot Layout and Setback Exhibit

Building setback.

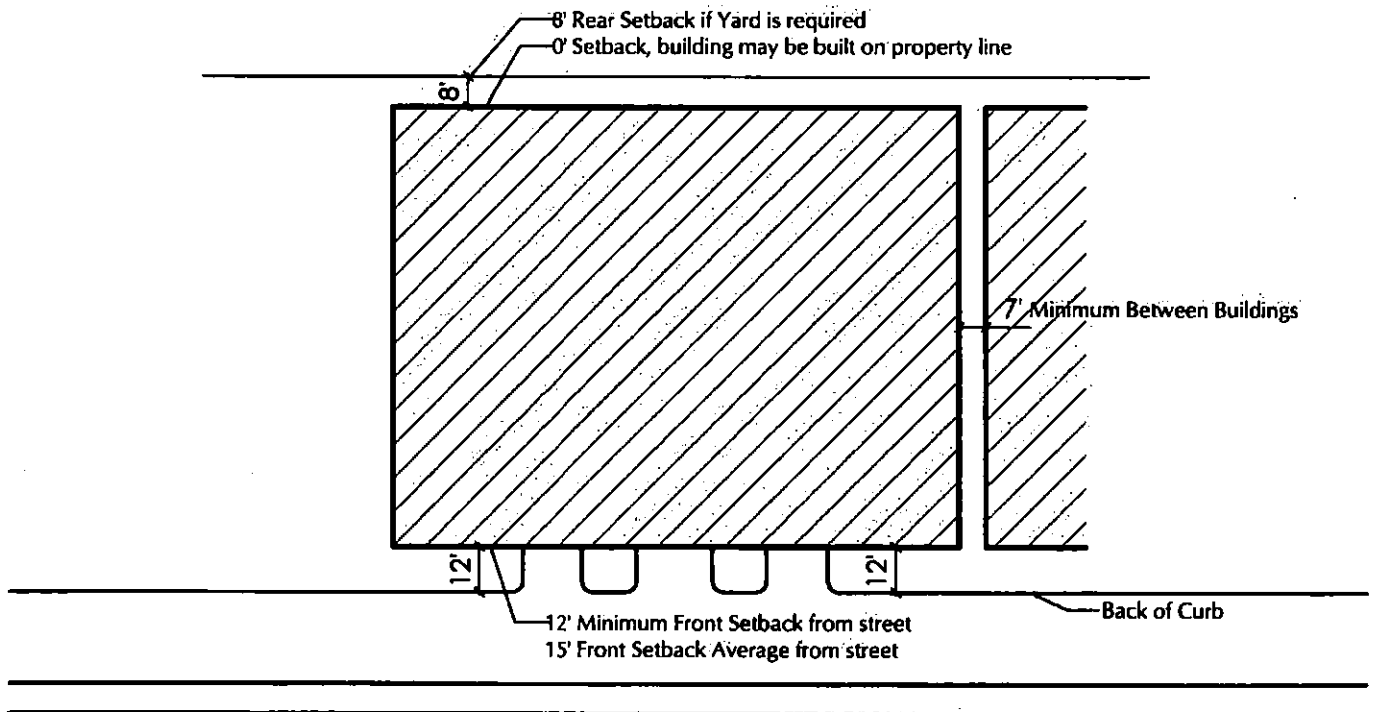
- Within an R-4 development or wherever an R-4 development abuts any district other than R-1, R-4R or M-H, or abuts an alley adjacent to such other district, a building may be constructed on the property line. However, if any yard is to be maintained, it shall be not less than eight (8) feet in depth.
- No building or part thereof shall be erected or altered in this district that is nearer a dedicated street than twelve (12) feet except that the average setback from any dedicated street shall be fifteen (15) feet.

Exception:

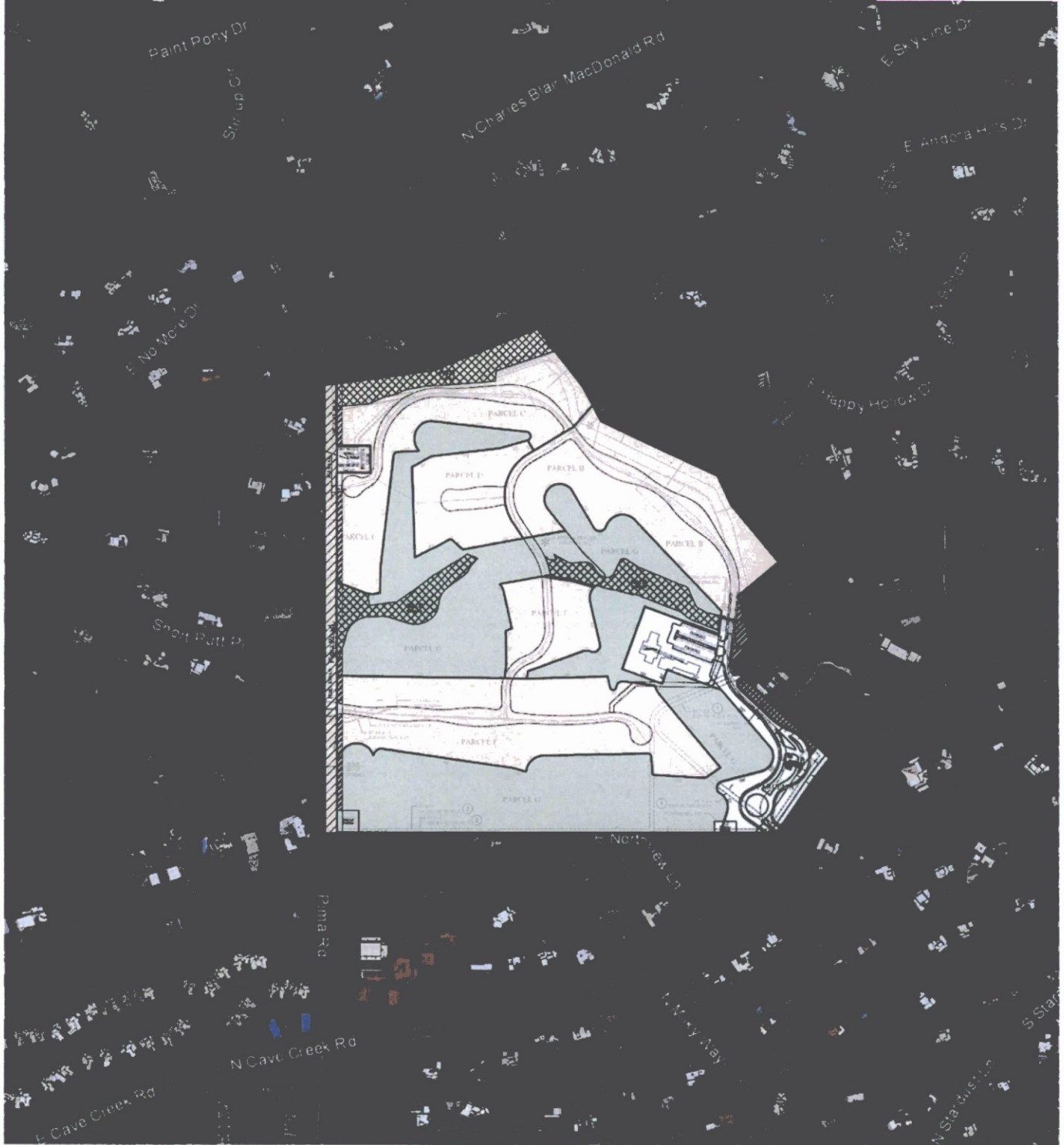
- Where a lot is located at the intersection of two (2) or more streets the setback on one (1) street shall be not less than eight (8) feet.
- No more than thirty (30) percent of the frontage dwelling units shall have living space above one (1) story in height that is located within thirty-six (36) feet of any dedicated street.

Distance between buildings:

- There shall not be less than seven (7) feet between an accessory building and a main building or between two (2) main buildings, except that an accessory building with two (2) or more open sides, one (1) of which is adjacent to the main building, may be built to within six (6) feet of the main building.

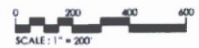


DM19 Standards for R-4 ESL



Parcel 19

February 17, 2017



PARENT PARCEL LEGAL DESCRIPTION

PARCEL 8, OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 754 OF MAPS, PAGE 30;

EXCEPT THAT PORTION DECEDED TO THE CITY OF SCOTTSDALE IN DOCUMENT NO. 92-0118951 OF OFFICIAL RECORDS, AND AS SHOWN ON SAID PLAT, AND

FURTHER EXCEPT A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING A PART OF PARCEL 8 OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AT BOOK 754 OF MAPS, PAGE 30, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN-MOST CORNER OF PARCEL 4 OF SAID BOOK 754 OF MAPS, PAGE 30, FROM WHICH THE SOUTHEASTERLY LINE OF SAID PARCEL 4 BEARS SOUTH 15 DEGREES 52 MINUTES 58 SECONDS WEST, (BASIS OF BEARING) TO AN ANGLE POINT AT A DISTANCE OF 238.96 FEET.

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 39 DEGREES 48 MINUTES 15 SECONDS EAST, 42.87 FEET;

SOUTH 77 DEGREES 35 MINUTES 34 SECONDS EAST, 158.02 FEET TO THE NORTHERN-MOST CORNER OF PARCEL 8 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE CONTINUING ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 8, CONTIGUOUS TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 6, TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 61 DEGREES 44 MINUTES 03 SECONDS WEST, 70.00 FEET;

SOUTH 18 DEGREES 41 MINUTES 37 SECONDS WEST, 42.43 FEET;

SOUTH 28 DEGREES 17 MINUTES 56 SECONDS EAST, 85.43 FEET;

SOUTH 73 DEGREES 08 MINUTES 08 SECONDS EAST, 35.36 FEET;

NORTH 81 DEGREES 44 MINUTES 03 SECONDS WEST, 75.00 FEET;

THENCE LEAVING SAID PARCEL 8 BOUNDARY CONTINUING ALONG SAID PARCEL 8 BOUNDARY, SOUTH 45 DEGREES 58 MINUTES 57 SECONDS EAST A DISTANCE OF 195.38 FEET TO A POINT ON THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, A PUBLIC RIGHT OF WAY, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 31 DEGREES 59 MINUTES 29 SECONDS EAST AT A DISTANCE OF 1498.49 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 93 DEGREES 58 MINUTES 00 SECONDS, A DISTANCE OF 182.98 FEET TO THE EASTERN-MOST CORNER OF PARCEL 5 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE LEAVING SAID RIGHT OF WAY LINE OF CAVE CREEK ROAD, ALONG THE NORTHEASTERLY, NORTHWESTERN AND SOUTHWESTERN BOUNDARIES OF SAID PARCEL 5, ALL BEING CONTIGUOUS TO THE BOUNDARY OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

NORTH 30 DEGREES 23 MINUTES 22 SECONDS WEST, 129.88 FEET;

NORTH 82 DEGREES 18 MINUTES 17 SECONDS WEST, 82.98 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 113.25 FEET;

NORTH 82 DEGREES 18 MINUTES 17 SECONDS WEST, 20.20 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 22.20 FEET;

SOUTH 82 DEGREES 18 MINUTES 17 SECONDS EAST, 10.47 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 19.39 FEET;

SOUTH 43 DEGREES 11 MINUTES 44 SECONDS EAST, 86.88 FEET TO A POINT ON SAID CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 40 DEGREES 48 MINUTES 38 SECONDS EAST AT A DISTANCE OF 1498.40 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 98 DEGREES 00 MINUTES 30 SECONDS, A DISTANCE OF 235.99 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE SOUTHWESTERLY LINE OF A WATER LINE EASEMENT, 20.00 FEET IN WIDTH AS SHOWN AND DEDICATED ON SAID BOOK 754 OF MAPS, PAGE 30, NORTH 47 DEGREES 08 MINUTES 34 SECONDS WEST A DISTANCE OF 378.18 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL 4 OF BOOK 754 OF MAPS, PAGE 30;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY OF PARCEL 4, ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

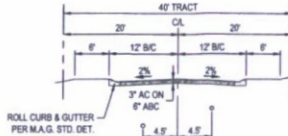
NORTH 42 DEGREES 59 MINUTES 46 SECONDS EAST, 92.89 FEET;

SOUTH 47 DEGREES 21 MINUTES 25 SECONDS EAST, 34.29 FEET;

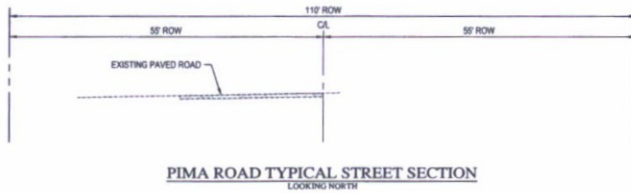
NORTH 43 DEGREES 09 MINUTES 11 SECONDS EAST, 145.91 FEET;

NORTH 15 DEGREES 52 MINUTES 58 SECONDS EAST, 238.96 FEET TO THE POINT OF BEGINNING.

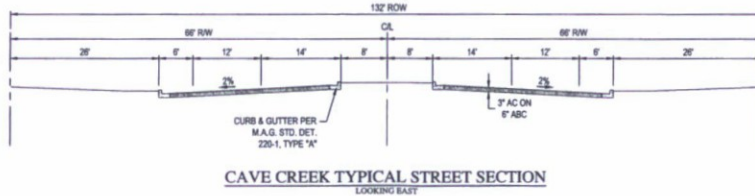
**PRELIMINARY BLOCK PLAT
FOR
DESERT MOUNTAIN PARCEL 19
A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6
NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA**



TYPICAL PRIVATE STREET SECTION
N.T.S.



PIMA ROAD TYPICAL STREET SECTION
LOOKING NORTH



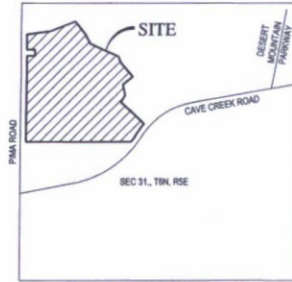
CAVE CREEK TYPICAL STREET SECTION
LOOKING EAST

PARCEL AREA AND USAGE TABLE

PARCEL	Ac.	NO. OF D.U.	PARKING	DENSITY D.U./Ac.	UNDISTURBED N.A.O.S. (Ac.)	REVEGETATED N.A.O.S. (Ac.)	USE
A	7.05	0	82	0.00	0.00	0.27	CLUBHOUSE AND ENTRY
B	11.03	48	96	4.29	0.01	0.00	RESIDENTIAL
C	11.51	36	72	3.07	2.92	0.26	RESIDENTIAL
D	4.52	14	28	3.10	0.00	0.00	RESIDENTIAL
E	3.56	20	40	5.62	0.00	0.00	RESIDENTIAL
F	13.38	72	144	5.38	0.00	0.17	RESIDENTIAL
G	36.82	0	0	0.00	3.28	0.27	GOLF
H	0.23	0	0	0.00	0.00	0.00	WELL SITE
I	0.23	0	0	0.00	0.00	0.00	WELL SITE
J	0.12	0	0	0.00	0.00	0.00	WELL SITE
K	0.23	0	0	0.00	0.00	0.00	WELL SITE
TOTAL	88.67	190	462	21.48	6.21	0.97	

ESTIMATED NUMBER OF DWELLING UNITS PER PARCEL AS SHOWN ON TABLE IS FOR PRELIMINARY PLANNING PURPOSES. ACTUAL DWELLING UNIT COUNT PER PARCEL WILL BE DETERMINED WITH FUTURE FINAL PLATS); MAXIMUM OF 190 DWELLING UNITS ALLOWABLE.

LOT COUNT AND PARKING FOR PARCELS B, C, D, E, F, & G ARE BASED ON TOTAL MAXIMUM 190 DWELLING UNIT COUNT. FINAL PARKING COUNT WILL BE BASED ON ACTUAL PLATTED UNITS



VICINITY MAP
N.T.S.



OWNER / DEVELOPER

DHYS, LLC
4222 E CAMELBACK ROAD, SUITE H100
PHOENIX, ARIZONA 85018
PHONE: (602) 387-1317
CONTACT: MR. THOMAS H. WARDLEY

BENCHMARK

THE WEST QUARTER CORNER OF SECTION 31, T1N, R5E, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING A BLM BRASS CAP STAMPED T1N R4E R5E N/88 S31 188' HAVING AN ELEVATION OF 2486.53 NAVD83 DATUM

BASIS OF BEARING

THE BASIS OF BEARING IS N00°03'50" ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN ON THE MAP OF DEDICATION RECORDED IN BOOK 754, PAGE 30, MARICOPA COUNTY RECORDS

ZONING

R-4 ESL
O-5 ESL

SITE DATA

GROSS AREA 91.70 AC
NET AREA 88.92 AC

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 W. NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
FAX: (602) 335-8500
CONTACT: MICHAEL YOUNG, P.E.

PUBLIC UTILITIES

WATER CITY OF SCOTTSDALE
SEWER CITY OF SCOTTSDALE
ELECTRIC ARIZONA PUBLIC SERVICES
TELEPHONE CENTURY LINK
GAS SOUTHWEST GAS COMPANY
CABLE TV COX COMMUNICATIONS
WASTE DISPOSAL CITY OF SCOTTSDALE

SHEET INDEX

1 - COVER SHEET
2 - PLAN SHEET
TOTAL SHEETS - 2



SIGHT DISTANCE EASEMENT

DSPM 5-3-119

ABBREVIATIONS

BNDRY	PROJECT BOUNDARY
P.U.E.	PUBLIC UTILITY EASEMENT
U.E.	UTILITY EASEMENT
S.L.E.	SEWER EASEMENT
W.L.E.	WATER EASEMENT
R.E.	ROADWAY EASEMENT
I.E.E.	INGRESS EGRESS EASEMENT
T.I.E.E.	TEMPORARY INGRESS EGRESS EASEMENT
N.M.P.A.E.	NON-MOTORIZED PUBLIC ACCESS EASEMENT
M.U.P.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
N.A.O.S.	NATURAL AREA OPEN SPACE EASEMENT
D&F C.E.	DRAINAGE & FLOOD CONTROL EASEMENT
E.S.V.A.E.	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT
A.E.	ACCESS EASEMENT
P.T.E.	PUBLIC TRAIL EASEMENT
R.W.F.	RECHARGE WELL FIELD
D.U.	DWELLING UNITS
RW	RIGHT OF WAY
CL	CENTER LINE
EP	EDGE OF PAVEMENT
B/C	BACK OF CURB
M	MEASURED DISTANCE
S.D.E.	SIGHT DISTANCE EASEMENT
D.E.	DRAINAGE EASEMENT

WOOD/PATEL
MISSION: CLIENT SERVICE
WWW.WOODPATEL.COM

DESERT MOUNTAIN PARCEL 19
PRELIMINARY BLOCK PLAT
SCOTTSDALE, ARIZONA
COVER SHEET

DATE	DESCRIPTION

NOT FOR CONSTRUCTION OR RECORDING

SCALE (HORIZ.) N/A
SCALE (VERT.) N/A
DATE 6/27/2017
JOB NUMBER 184434
SHEET 1 OF 2

N:\2016\184434\dwg\PLAT\184434-01-CV.dwg

CHECKED BY: WY. DESIGNED BY: DC. DRAFTED BY: JS



Pursuant to Section 5.804.B.3 (R-4 Property development standards, Required Open Space), Common Open Space is not required because the density of Desert Mountain Parcel 19 is less than 5 DU per Acre.

 Golf Course Open Space: 36 Acres

NAOS ZONES

	Undisturbed NAOS -	5.99 Acres
	Revegetated NAOS -	1.25 Acres

Desert Mountain NAOS Pool - 26.96 Acres
(Undisturbed NAOS)

NAOS Provided - 34.2 Acres = 37.3% of Property

Required NAOS per Slope Analysis - 34.2 Acres = 37.3% of Property

Gross Property Acreage - 91.7 Acres

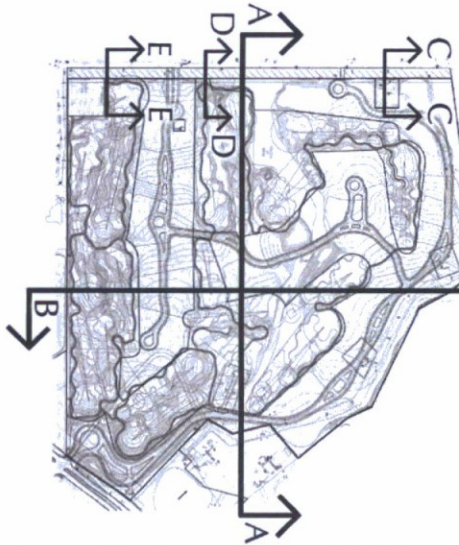
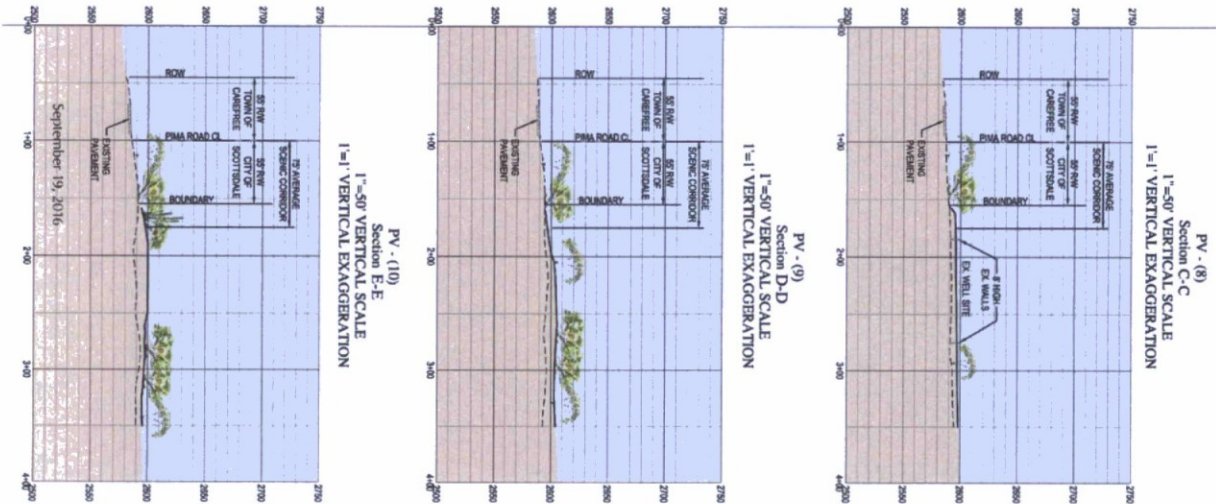


R-4 ESL Open Space other than Frontal OS: 279,936 sf

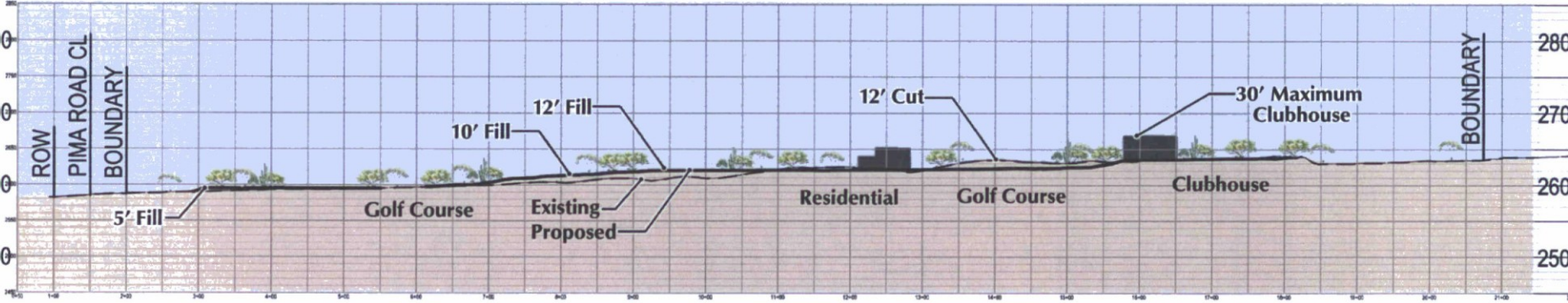
Parking Lot Landscape Required (15%)
28,830 sf x .15 = 4,325 sf
Parking Lot Landscape Provided = 18,888 sf (65%)

Site Data:
92 Gross Acres
190 Proposed Units
2.06 du/acre
Zoning: R-4 ESL
+/- 56 Acres, 3.39 du/acres

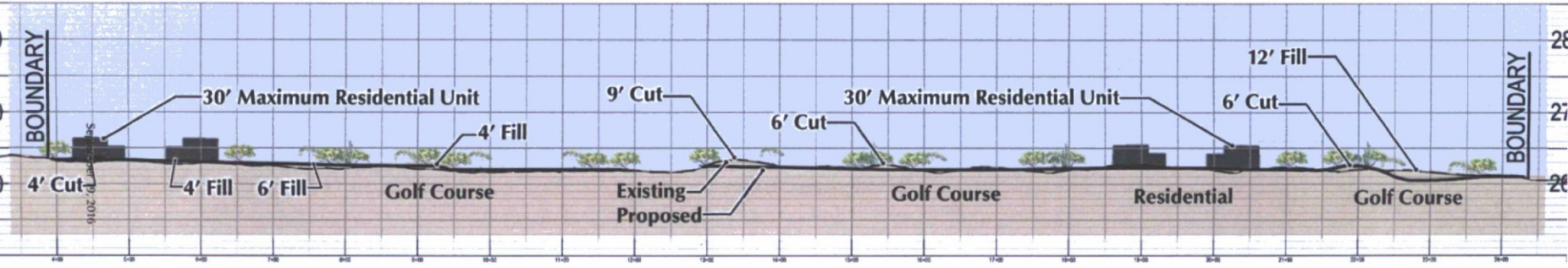




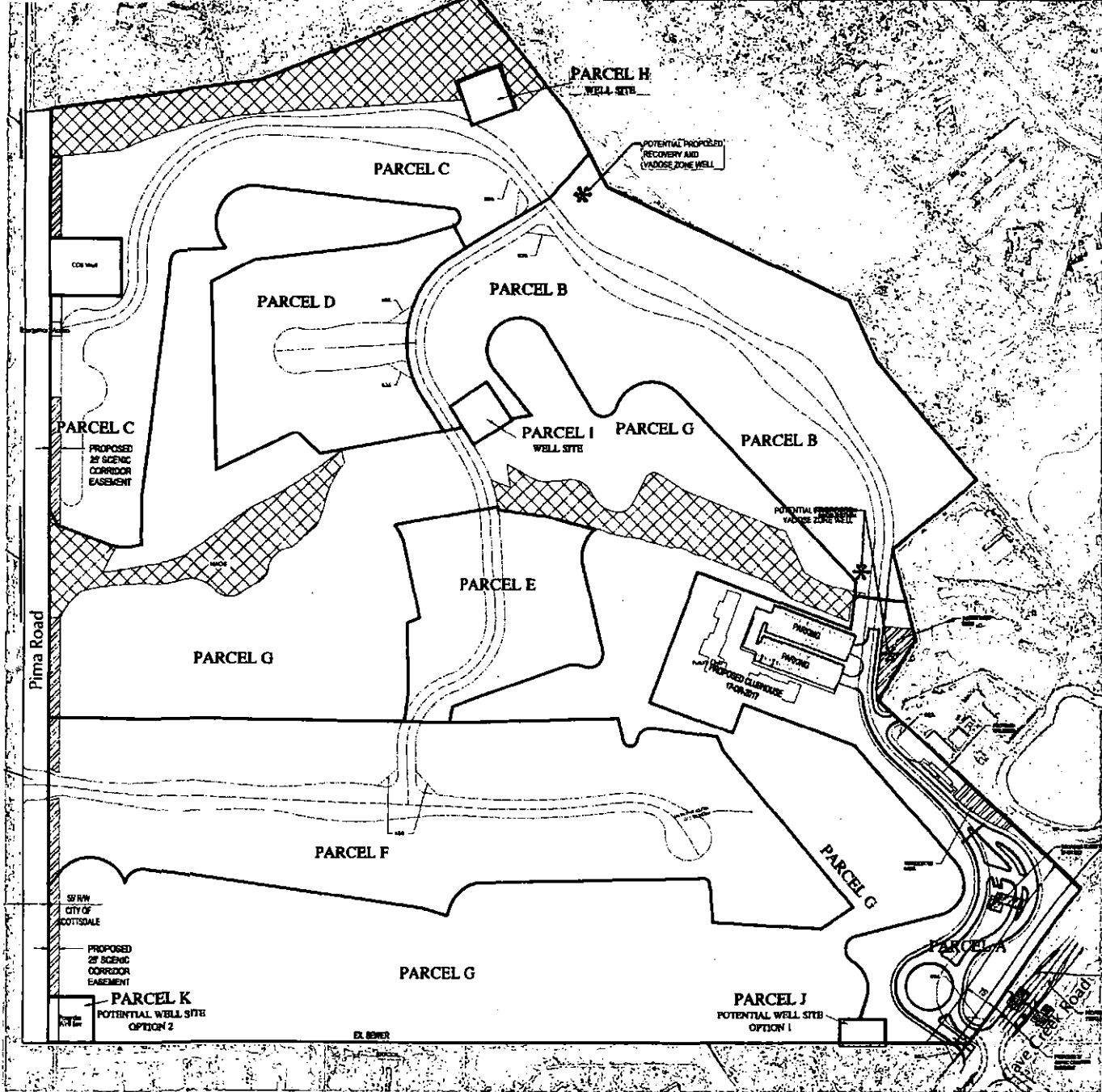
SECTION A-A





SECTION B-B



SECTION C-C



NAOS ZONES

-  Undisturbed NAOS - 6.20 Acres
-  Revegetated NAOS - 0.97 Acres

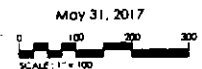
Desert Mountain NAOS Pool - 27.03 Acres
(Undisturbed NAOS)

- NAOS Provided - 34.2 Acres = 37.3% of Property
- Required NAOS per Slope Analysis - 34.2 Acres = 37.3% of Property
- Gross Property Acreage - 91.7 Acres

Desert Mountain Parcel 19 - NAOS Calculation

Land Slope	Upper Desert	Area (Acres)	Percent Area	NAOS Required (Acres)
0-2%	25%	10.46	11.70%	2.62
2-5%	25%	10.33	11.38%	2.53
5-10%	35%	17.57	19.16%	6.15
10-15%	45%	20.78	22.66%	9.35
15-25%	45%	24.35	26.56%	11.05
Over 25%	45%	5.43	5.91%	2.47
		88.98	100.00%	34.17

TOTAL SLOPE AREA 88.98 AC
 TOTAL NAOS REQUIRED 34.17 AC
 UNDISTURBED REQUIRED 27.03 AC
 REVEGETATED ALLOWED (50% OF REQD) 10.25 AC





SLOPE TABLE						
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	AREA (S.F.)	AREA (AC)	PERCENT AREA	COLOR
1	0.00%	2.00%	490,482	10.34	11.88%	[Lightest Color]
2	2.00%	5.00%	435,935	10.01	11.31%	[Light Color]
3	5.00%	10.00%	762,917	17.01	19.78%	[Medium-Light Color]
4	10.00%	15.00%	903,080	20.73	23.42%	[Medium Color]
5	15.00%	25.00%	1,065,842	24.48	27.66%	[Dark Color]
6	25.00%	100.00%	237,474	5.45	6.16%	[Darkest Color]

NET SITE AREA: 3,806,730 S.F. (86.53 AC)

DESERT MOUNTAIN PARCEL 19
PRELIMINARY TOPOGRAPHY
AND SLOPE ANALYSIS PLAN



PRELIMINARY
NOT
 FOR
 CONSTRUCTION
 OR RECORDING

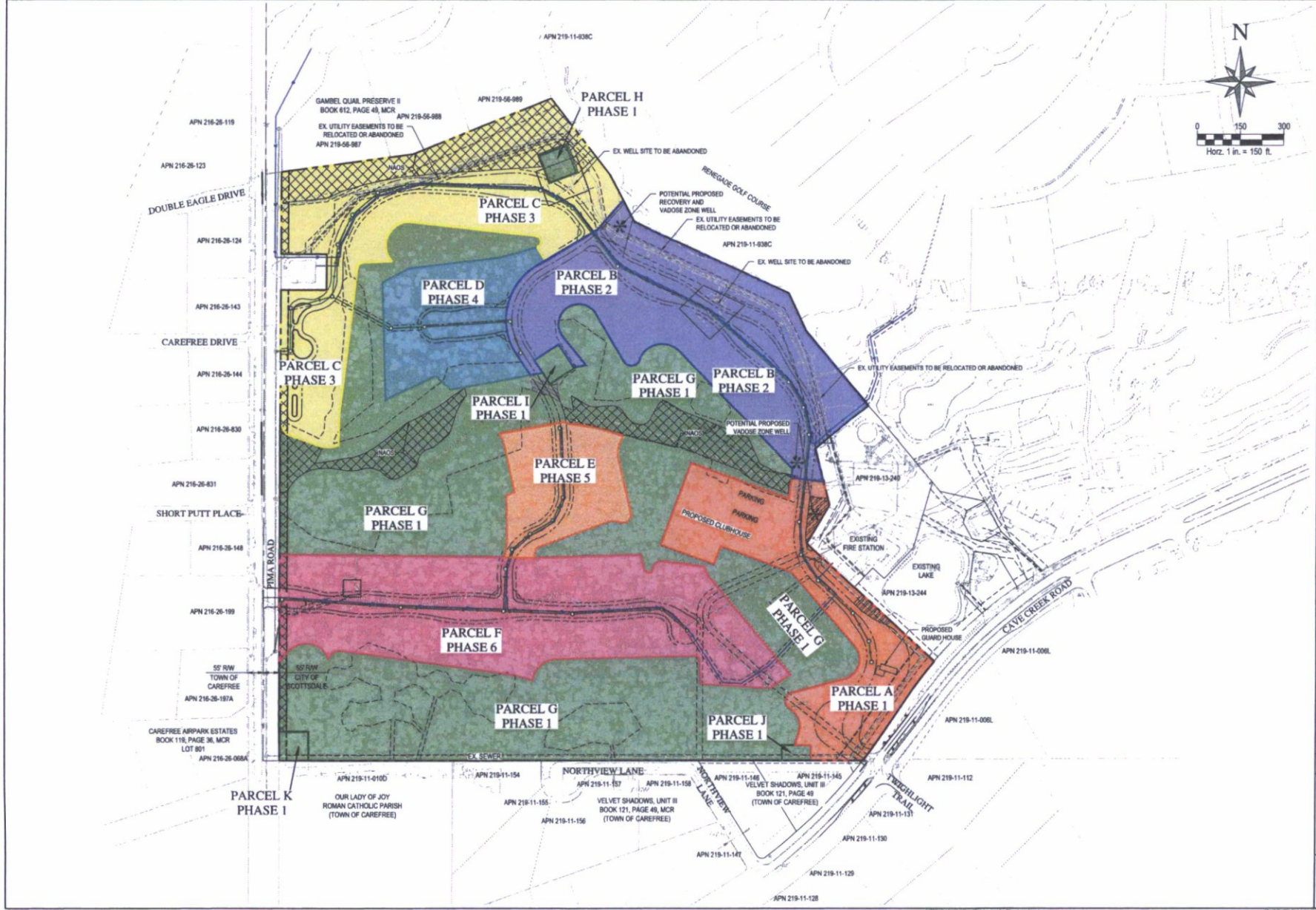
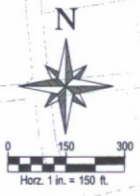
WOOD/PATEL
 CIVIL ENGINEERING
 HYDROLOGISTS
 LAND SURVEYORS
 CONSTRUCTION MANAGERS
 2051 W. Northside Ave
 Suite 100
 Phoenix, AZ 85021
 (602) 336-8500
 www.woodpatel.com

ENGINEER DEW
 DESIGNER CJC
 CAD TECHNICIAN CMD
 SCALE (HORIZONTAL) 1" = 150'
 SCALE (VERTICAL) N/A
 DATE 3/5/2017
 JOB NUMBER 16434
 SHEET 1 OF 1

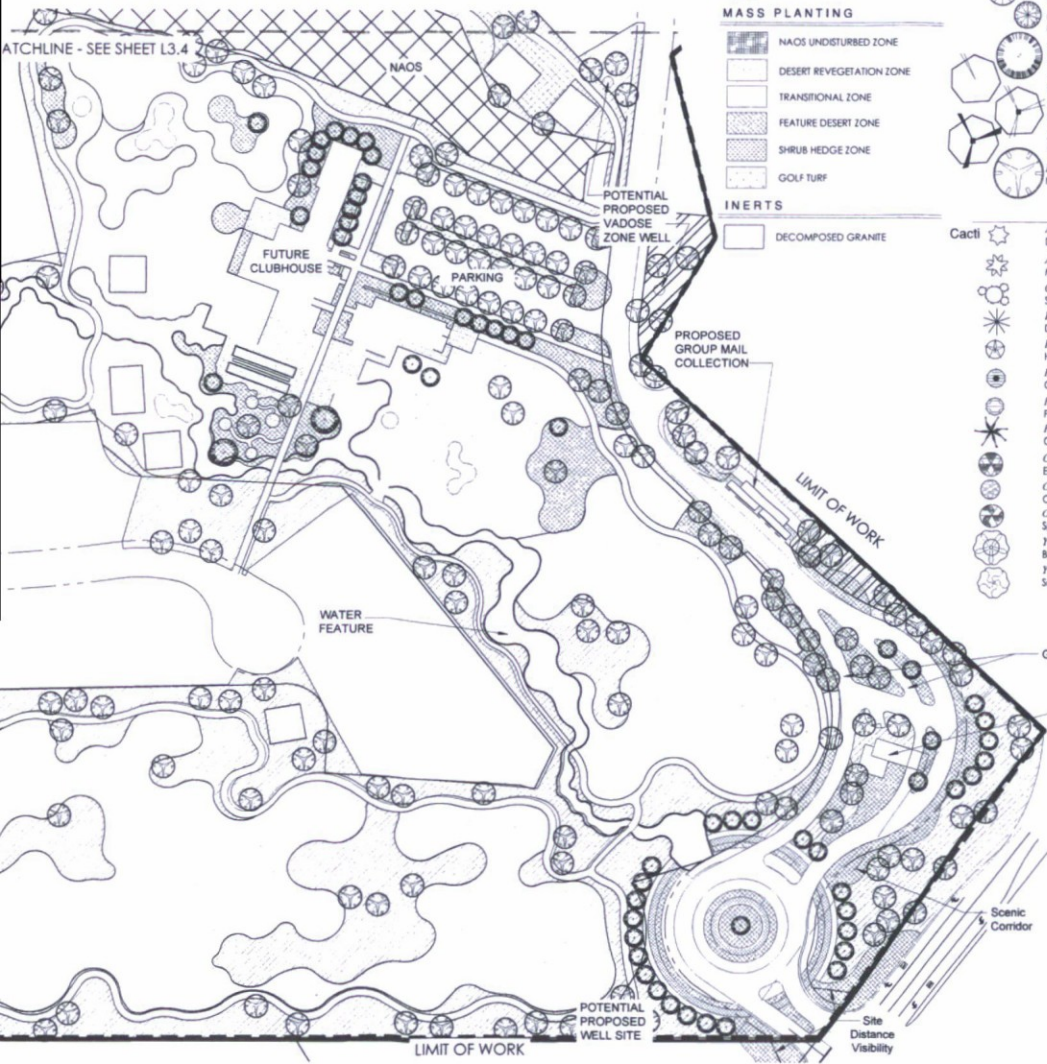
DATE	DESCRIPTION
04-28-2009	VERSION / REVISION TEXT

NOT FOR CONSTRUCTION

SCALE (HORIZ.)	
SCALE (VERT.)	
DATE	
JOB NUMBER	
SHEET	



ATCHLINE - SEE SHEET L3.4



PLANT MATERIALS LEGEND

TREES



MASS PLANTING



INERTS

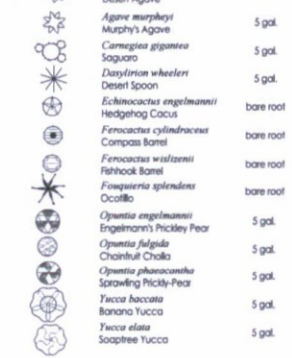


PLANT LEGEND

Trees



Cacti



TREE SIZE: 24"-84" Box

FEATURE PALETTE - SHRUB HEDGE

Common Name	Botanical Name	Nursery Size	Plants p.c. spacing	Plants per 1 acre
Large				
Arizona Mesal Bean	Sophora arizonica	5 gal.	40	27
Narrow Leaf Yellow Bell	Tecoma stans	5 gal.	40	27
Medium				
Desert Milkweed	Asclepias subulata	1 gal.	40	27
Fairy Duster	Calliandra eriophylla	1 gal.	40	27
La Paz Fairy Duster	Calliandra peninsularis	1 gal.	40	27
Red Honeysuckle	Justicia californica	1 gal.	40	27
Deer Grass	Muhlenbergia reigenis	1 gal.	40	27
Sonoran Desert Ruellia	Ruellia californica	1 gal.	40	27
Small				
Trailing Indigo Bush	Dalea greggii	1 gal.	30	48
Texas Befory	Stachys coccinea	1 gal.	30	48
Baja Ruellia	Ruellia peninsularis	1 gal.	30	48
Desert Zinnia	Zinnia acerosa	1 gal.	30	48
			Total o.c. spacing	408

TRANSITIONAL PALETTE

Common Name	Botanical Name	Nursery Size	Plants p.c. spacing	Plants per 1 acre
Large				
Chuparosa	Justicia californica	5 gal.	60	12
Cresote Bush	Larrea tridentata	5 gal.	60	12
Jajoba	Simmondsia chinensis	5 gal.	60	12
Medium				
Desert Honeysuckle	Antiscanthus thurberi	1 gal.	60	12
Fairy Duster	Calliandra eriophylla	1 gal.	60	12
Rabbitbush	Chrysothamnus nauseosus	1 gal.	60	12
Brittlebush	Encelia farinosa	1 gal.	60	12
Golden Eye	Viguiera deltoidea	1 gal.	60	12
Small				
Desert Marigold	Baileya multiradiata	1 gal.	40	27
Golden Dysodia	Dysodia pentachaeta	1 gal.	40	27
Parr's Penstemon	Penstemon parrii	1 gal.	40	27
Desert Penstemon	Penstemon pseudospectabilis	1 gal.	40	27
Turpentine Bush	Ericameria laricifolia	1 gal.	40	27
Desert Globemallow	Sphaeralcea ambigua	1 gal.	40	27
			Total o.c. spacing	246

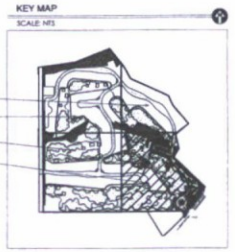
NAOS & DESERT REVEG PALETTE

Common Name	Botanical Name	Nursery Size	Plants p.c. spacing	Plants per 1 acre
Large				
Catclaw*	Acacia greggii*	see plan	80	7
White Thorn*	Acacia constricta*	see plan	80	7
Crucifixion Thorn*	Carotus halacantha*	see plan	80	7
Chuparosa	Justicia californica	5 gal.	80	7
Cresote Bush	Larrea tridentata	5 gal.	80	7
Jajoba	Simmondsia chinensis	5 gal.	80	7
Medium				
Desert Honeysuckle	Antiscanthus thurberi	1 gal.	75	8
Fairy Duster	Calliandra eriophylla	1 gal.	75	8
Brittlebush	Encelia farinosa	1 gal.	75	8
Small				
Desert Marigold	Baileya multiradiata	1 gal.	50	17
Turpentine Bush	Ericameria laricifolia	1 gal.	50	17
Desert Penstemon	Penstemon pseudospectabilis	1 gal.	50	17
Desert Globemallow	Sphaeralcea ambigua	1 gal.	50	17
			Total o.c. spacing	134

Notes per Zoning Ordinance Section 1.303, and DSPM Sec. 2-1.1001.13

- A. There shall be no non-native plants, turf, and/or non-ESL approved vegetation included in the "high impact," desert revegetation, and "shrub hedge" landscaping zones.
- B. No walls over 3 feet shall be located within the Scenic Corridor, and all vegetation will be landscaped in an organic manner.
- C. All structures must be located a minimum of 5 feet from all dedicated NAOS areas.
- D. Thorny trees, shrubs and cacti shall be planted so that their mature size/canopy will be at least 4 feet away from any walkways or parking area curbing

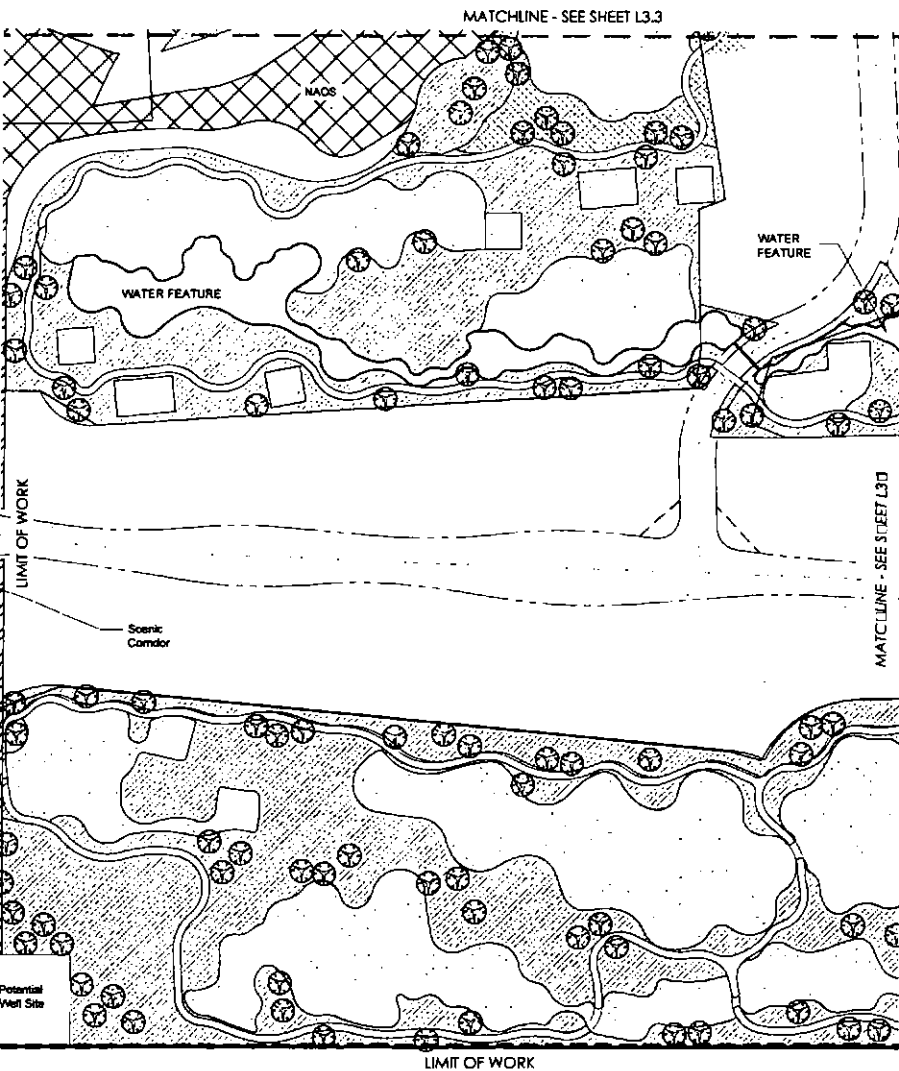
DESERT MOUNTAIN 19 - LANDSCAPE PLAN - L3.1



GREY PICKETT
landscape architecture community design

Desert Mountain 19
Desert Mountain

May 31, 2017
June 28, 2017



PLANT LEGEND

Sym.	Plant Name	Size
	<i>Acacia constricta</i>	See Plan
	White Thorn	See Plan
	<i>Acacia greggii</i>	See Plan
	Corkleg Acacia	See Plan
	<i>Canotia holocarpa</i>	See Plan
	Cruclian Thorn	See Plan
	<i>Celtis pallida</i>	See Plan
	Desert Hackberry	See Plan
	<i>Celtis reticulata</i>	See Plan
	Nutleaf Hackberry	See Plan
	<i>Chilopsis linearis</i>	See Plan
	Desert Willow	See Plan
	<i>Olneya tesota</i>	See Plan
	Ironwood	See Plan
	<i>Parkinsonia floribunda</i>	See Plan
	Blue Palo Verde	See Plan
	<i>Parkinsonia mitis</i>	See Plan
	Facilita Palo Verde	See Plan
	<i>Prosopis juliflora</i>	See Plan
	Native Mesquite	See Plan

TREE SIZE: 24"-34" Box

Sym.	Plant Name	Size
	<i>Agave schottii</i>	5 gal.
	Desert Agave	5 gal.
	<i>Agave amplexifolius</i>	5 gal.
	Murphy's Agave	5 gal.
	<i>Carnegiea gigantea</i>	5 gal.
	Saguaro	5 gal.
	<i>Douglasian wheeleri</i>	5 gal.
	Desert Spoon	5 gal.
	<i>Echinocactus engelmannii</i>	bare root
	Headspring Cholla	bare root
	<i>Ferocactus cylindricus</i>	bare root
	Compass Barrel	bare root
	<i>Ferocactus willebrandii</i>	bare root
	Rhinoceros Barrel	bare root
	<i>Fouquieria splendens</i>	bare root
	Ocotillo	bare root
	<i>Opuntia engelmannii</i>	5 gal.
	Engelmann's Prickly Pear	5 gal.
	<i>Opuntia fulgida</i>	5 gal.
	Chiricahua Cholla	5 gal.
	<i>Opuntia phaeacantha</i>	5 gal.
	Sprawling Prickly Pear	5 gal.
	<i>Yucca baccata</i>	5 gal.
	Banana Yucca	5 gal.
	<i>Yucca elata</i>	5 gal.
	Sagebrush Yucca	5 gal.

PLANT MATERIALS LEGEND

TREES

	ACCENT TREES
	DESERT TREE

MASS PLANTING

	NAOS UNDISTURBED ZONE
	DESERT REVEGETATION ZONE
	TRANSITIONAL ZONE
	FEATURE DESERT ZONE
	GOLF TURF
	INERTS
	DECOMPOSED GRANITE

FEATURE PALETTE

Common Name	Botanical Name	Nursery Size	Plants p.c. spacing	Plants per 1 acre
Large				
Artisan Mesqui Bean	<i>Sophora arizonica</i>	5 gal.	40	27
Narrow Leaf Yellow Bell	<i>Tecomma stans</i>	5 gal.	40	27
Medium				
Desert Milkweed	<i>Asclepias subulata</i>	1 gal.	40	27
Fairy Duster	<i>Calliandra eriophylla</i>	1 gal.	40	27
La Paz Fairy Duster	<i>Calliandra peruviana</i>	1 gal.	40	27
Red Honeycuckle	<i>Justicia condoniana</i>	1 gal.	40	27
Deer Grass	<i>Muhlenbergia rigens</i>	1 gal.	40	27
Sonoran Desert Rueflia	<i>Ruellia californica</i>	1 gal.	40	27
Small				
Trailing Indigo Bush	<i>Dalea greggii</i>	1 gal.	30	48
Texas Balfony	<i>Stachys coccinea</i>	1 gal.	30	48
Baja Rueflia	<i>Ruellia peruviana</i>	1 gal.	30	48
Desert Zinnia	<i>Zinnia mexicana</i>	1 gal.	30	48
Total o.c. spacing			10.33 o.c.	408

TRANSITIONAL PALETTE

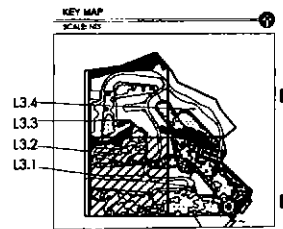
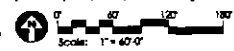
Common Name	Botanical Name	Nursery Size	Plants p.c. spacing	Plants per 1 acre
Large				
Chuparosa	<i>Justicia californica</i>	5 gal.	40	12
Creasote Bush	<i>Larrea tridentata</i>	5 gal.	40	12
Jojoba	<i>Simmondsia chinensis</i>	5 gal.	40	12
Medium				
Desert Honeycuckle	<i>Anticarsanthus thurberi</i>	1 gal.	40	12
Fairy Duster	<i>Calliandra eriophylla</i>	1 gal.	40	12
Rabbitbush	<i>Chrysothamnus nauseosus</i>	1 gal.	40	12
Griffiebush	<i>Encelia californica</i>	1 gal.	40	12
Golden Eye	<i>Viguiera deltoidea</i>	1 gal.	40	12
Small				
Desert Marigold	<i>Baileya multiradiata</i>	1 gal.	40	27
Golden Dysodia	<i>Dysodia pentachaeta</i>	1 gal.	40	27
Purpy's Penstemon	<i>Penstemon purii</i>	1 gal.	40	27
Desert Penstemon	<i>Penstemon pseudospectabilis</i>	1 gal.	40	27
Turpentine Bush	<i>Eriocameria karwinskii</i>	1 gal.	40	27
Desert Globemallow	<i>Sphaeralcea ambigua</i>	1 gal.	40	27
Total o.c. spacing			13.31 o.c.	296

NAOS & DESERT REVEG PALETTE

Common Name	Botanical Name	Nursery Size	Plants p.c. spacing	Plants per 1 acre
Large				
Cardow*	<i>Acacia greggii</i> *	see plan	60	7
White Thorn*	<i>Acacia constricta</i> *	see plan	60	7
Cruclian Thorn*	<i>Canotia holocarpa</i> *	see plan	60	7
Chuparosa	<i>Justicia californica</i>	5 gal.	60	7
Creasote Bush	<i>Larrea tridentata</i>	5 gal.	60	7
Jojoba	<i>Simmondsia chinensis</i>	5 gal.	60	7
Medium				
Desert Honeycuckle	<i>Anticarsanthus thurberi</i>	1 gal.	78	8
Fairy Duster	<i>Calliandra eriophylla</i>	1 gal.	78	8
Griffiebush	<i>Encelia californica</i>	1 gal.	78	8
Small				
Desert Marigold	<i>Baileya multiradiata</i>	1 gal.	60	17
Turpentine Bush	<i>Eriocameria karwinskii</i>	1 gal.	60	17
Desert Penstemon	<i>Penstemon pseudospectabilis</i>	1 gal.	60	17
Desert Globemallow	<i>Sphaeralcea ambigua</i>	1 gal.	60	17
*Salvaged Plant Material			18.03 o.c.	184

Notes per Zoning Ordinance Section 1.303, and DSPM Sec. 2-1.1001.13

- There shall be no non-native plants, turf, and/or non-ESL approved vegetation included in the "high impact" desert revegetation, and "shrub hedge" landscaping zones.
- No walls over 3 feet shall be located within the Scenic Corridor, and all vegetation will be landscaped in an organic manner.
- All structures must be located a minimum of 5 feet from all dedicated NAOS areas.
- Thorny trees, shrubs and cacti shall be planted so that their mature size/canopy will be at least 4 feet away from any walkways or parking area curbing.

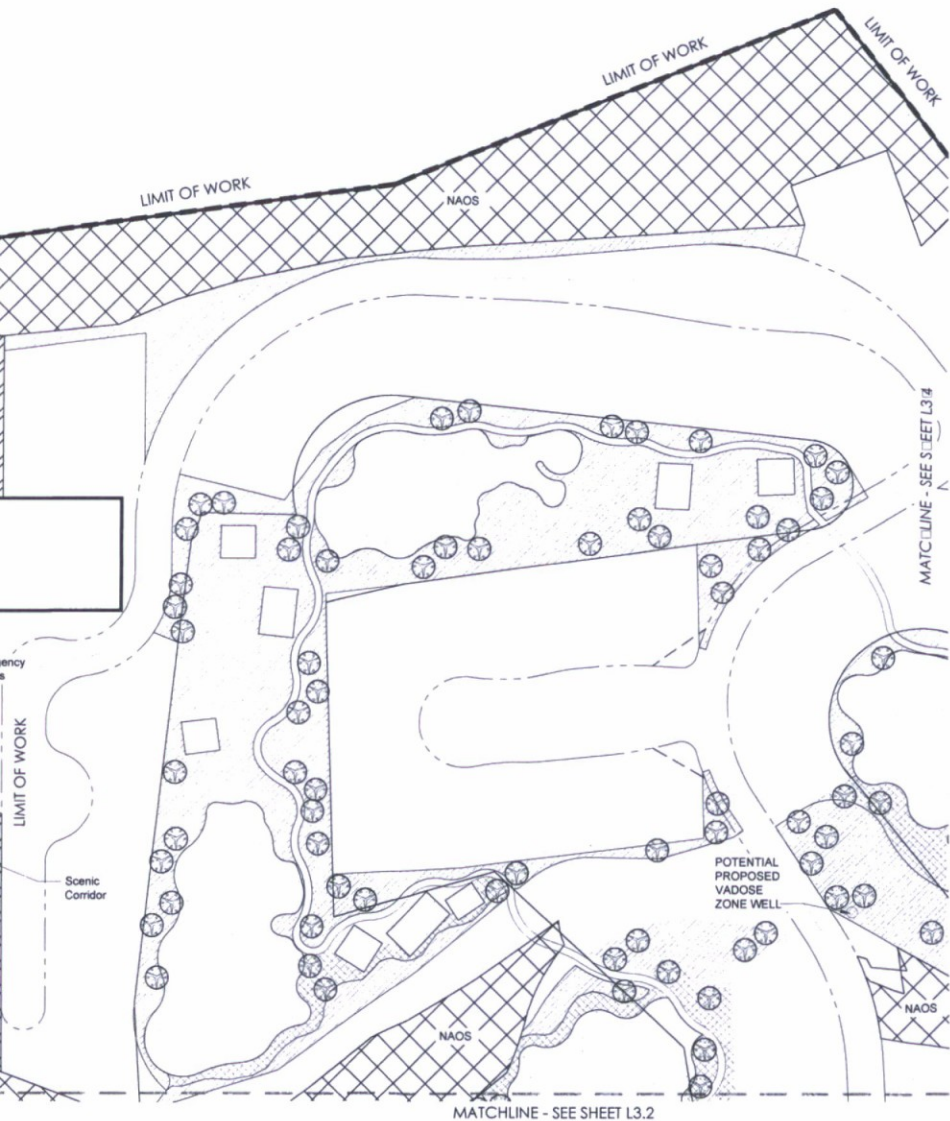


DESERT MOUNTAIN 19 - LANDSCAPE PLAN - L3.2

GREY PUCKETT landscape architects community design

Desert Mountain 19
Desert Mountain

L3.2
02



PLANT LEGEND

Sym.	Plant Name	Size
	<i>Acacia constricta</i>	See Plan
	White Thorn	See Plan
	<i>Acacia greggii</i>	See Plan
	Catalaw Acacia	See Plan
	<i>Canola holocantha</i>	See Plan
	Crucifixion Thorn	See Plan
	<i>Celtis pallida</i>	See Plan
	Desert Hackberry	See Plan
	<i>Calcea reticulata</i>	See Plan
	Net-leaf Hackberry	See Plan
	<i>Chilopsis linearis</i>	See Plan
	Desert Willow	See Plan
	<i>Olneya tesota</i>	See Plan
	Ironwood	See Plan
	<i>Parkinsonia floridana</i>	See Plan
	Blue Palo Verde	See Plan
	<i>Parkinsonia microphyllum</i>	See Plan
	Footfalls Palo Verde	See Plan
	<i>Prosopis velutina</i>	See Plan
	Native Mesquite	See Plan

PLANT LEGEND

TREE SIZE: 24"-84" Box

Sym.	Plant Name	Size
	<i>Agave deserti</i>	5 gal.
	Desert Agave	5 gal.
	<i>Agave murphyi</i>	5 gal.
	Murphy's Agave	5 gal.
	<i>Carnegiea gigantea</i>	5 gal.
	Saguaro	5 gal.
	<i>Dasylistron wheeleri</i>	5 gal.
	Desert Spoon	5 gal.
	<i>Echinocactus engelmannii</i>	bare root
	Hedgehog Cactus	bare root
	<i>Ferocactus cylindraceus</i>	bare root
	Compos Barrel	bare root
	<i>Ferocactus wislizenii</i>	bare root
	Riparian Barrel	bare root
	<i>Fouquieria splendens</i>	bare root
	Ocotillo	5 gal.
	<i>Opuntia engelmannii</i>	5 gal.
	Engelmann's Prickly Pear	5 gal.
	<i>Opuntia fulgida</i>	5 gal.
	Chirihui Cholla	5 gal.
	<i>Opuntia phaeocantha</i>	5 gal.
	Sprawling Prickly-Pear	5 gal.
	<i>Yucca baccata</i>	5 gal.
	Banana Yucca	5 gal.
	<i>Yucca elata</i>	5 gal.
	Sage-tree Yucca	5 gal.

PLANT MATERIALS LEGEND

TREES

- ACCENT TREE
- DESERT TREE

MASS PLANTING

- NAOS UNDISTURBED ZONE
- DESERT REVEGETATION ZONE
- TRANSITIONAL ZONE
- FEATURE DESERT ZONE
- GOLF TURF
- INERTS
- DECOMPOSED GRANITE

FEATURE PALETTE

Common Name	Botanical Name	Nursery Size	Plants o.c. spacing	Plants per 1 acre
Large				
Arizona Mesquite Bean	<i>Sophora arizonica</i>	5 gal.	40	27
Narrow Leaf Yellow Bells	<i>Tecoma stans</i>	5 gal.	40	27
Medium				
Desert Milkweed	<i>Asclepias subulata</i>	1 gal.	40	27
Fairy Duster	<i>Calliandra eriophylla</i>	1 gal.	40	27
La Paz Fairy Duster	<i>Calliandra peninsularis</i>	1 gal.	40	27
Red Honeysuckle	<i>Justicia californica</i>	1 gal.	40	27
Deer Grass	<i>Muhlenbergia reigenis</i>	1 gal.	40	27
Sonoran Desert Ruellia	<i>Ruellia californica</i>	1 gal.	40	27
Small				
Trailing Indigo Bush	<i>Dalea greggii</i>	1 gal.	30	48
Texas Betony	<i>Stachys coccinea</i>	1 gal.	30	48
Baja Ruellia	<i>Ruellia peninsularis</i>	1 gal.	30	48
Desert Zinnia	<i>Zinnia acerosa</i>	1 gal.	30	48
Total o.c. spacing			10.33 o.c.	408

TRANSITIONAL PALETTE

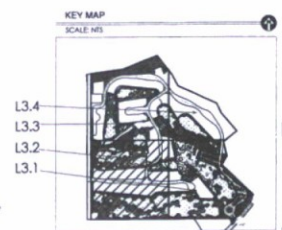
Common Name	Botanical Name	Nursery Size	Plants o.c. spacing	Plants per 1 acre
Large				
Chuparosa	<i>Justicia californica</i>	5 gal.	40	12
Creosote Bush	<i>Larrea tridentata</i>	5 gal.	40	12
Joloba	<i>Simmondsia chinensis</i>	5 gal.	40	12
Medium				
Desert Honeysuckle	<i>Anisacanthus thurberi</i>	1 gal.	40	12
Fairy Duster	<i>Calliandra eriophylla</i>	1 gal.	40	12
Rabbitbush	<i>Chrysothamnus nauseosus</i>	1 gal.	40	12
Brittlebush	<i>Encelia farinosa</i>	1 gal.	40	12
Golden Eye	<i>Viguiera deltoidea</i>	1 gal.	40	12
Small				
Desert Marigold	<i>Baileya multiradiata</i>	1 gal.	40	27
Golden Dysodia	<i>Dysodia pentachaeta</i>	1 gal.	40	27
Parr's Penstemon	<i>Penstemon parrii</i>	1 gal.	40	27
Desert Penstemon	<i>Penstemon pseudospectabilis</i>	1 gal.	40	27
Turpentine Bush	<i>Eriocameria laricifolia</i>	1 gal.	40	27
Desert Globemallow	<i>Sphaeralcea ambigua</i>	1 gal.	40	27
Total o.c. spacing			13.31 o.c.	246

NAOS & DESERT REVEG PALETTE

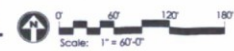
Common Name	Botanical Name	Nursery Size	Plants o.c. spacing	Plants per 1 acre
Large				
Catalaw*	<i>Acacia greggii</i> *	see plan	80	7
White Thorn*	<i>Acacia constricta</i> *	see plan	80	7
Crucifixion Thorn*	<i>Canola holocantha</i> *	see plan	80	7
Chuparosa	<i>Justicia californica</i>	5 gal.	80	7
Creosote Bush	<i>Larrea tridentata</i>	5 gal.	80	7
Joloba	<i>Simmondsia chinensis</i>	5 gal.	80	7
Medium				
Desert Honeysuckle	<i>Anisacanthus thurberi</i>	1 gal.	75	8
Fairy Duster	<i>Calliandra eriophylla</i>	1 gal.	75	8
Brittlebush	<i>Encelia farinosa</i>	1 gal.	75	8
Small				
Desert Marigold	<i>Baileya multiradiata</i>	1 gal.	50	17
Turpentine Bush	<i>Eriocameria laricifolia</i>	1 gal.	50	17
Desert Penstemon	<i>Penstemon pseudospectabilis</i>	1 gal.	50	17
Desert Globemallow	<i>Sphaeralcea ambigua</i>	1 gal.	50	17
Total o.c. spacing			18.03 o.c.	134

Notes per Zoning Ordinance Section 1.303, and DSPM Sec. 2-1.1001.13

- There shall be no non-native plants, turf, and/or non-ESL approved vegetation included in the "high impact," "desert revegetation," and "shrub hedge" landscaping zones.
- No walls over 3 feet shall be located within the Scenic Corridor, and all vegetation will be landscaped in an organic manner.
- All structures must be located a minimum of 5 feet from all dedicated NAOS areas.
- Thorny trees, shrubs and cacti shall be planted so that their mature size/canopy will be at least 4 feet away from any walkways or parking area curbing



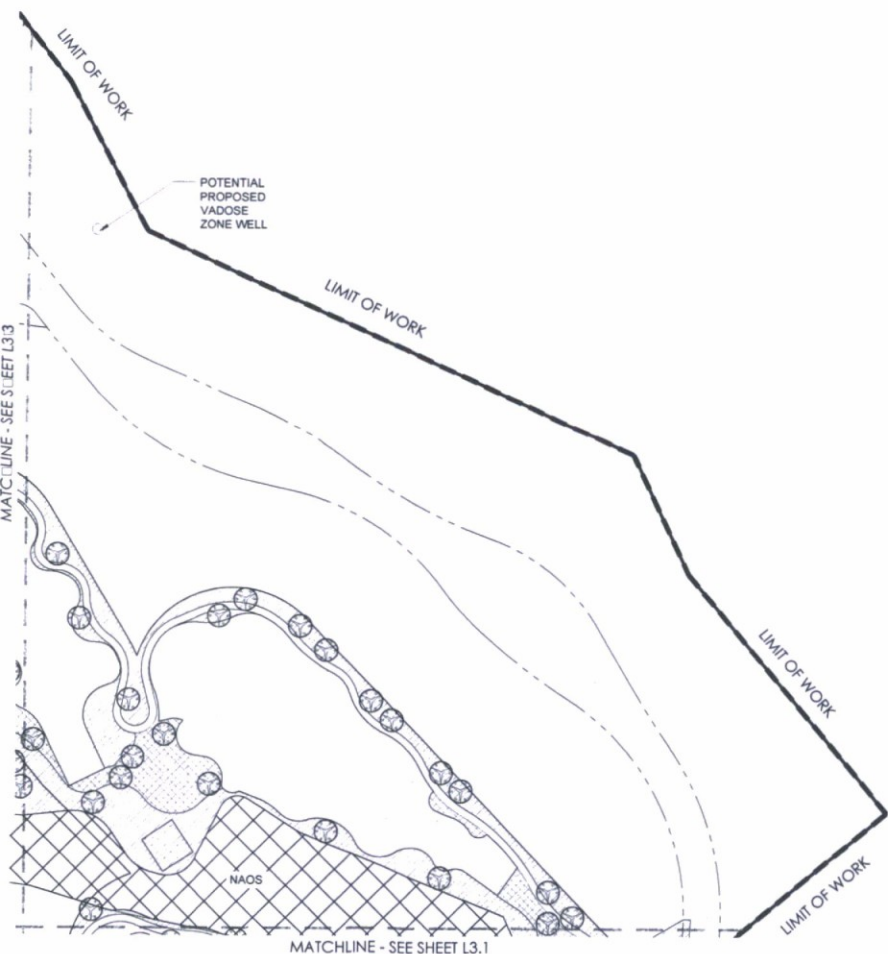
DESERT MOUNTAIN 19 - LANDSCAPE PLAN - L3.3



GREY | PICKETT
landscape architecture | community design

Desert Mountain 19
Desert Mountain

May 31, 2017
June 28, 2017
Project No. 17-001



PLANT LEGEND

Sym.	Plant Name	Size
	Acacia constricta	See Plan
	White Thorn	See Plan
	Acacia greggi	See Plan
	Catalow Acacia	See Plan
	Canotia holacantha	See Plan
	Crucifixion Thorn	See Plan
	Celtis pallida	See Plan
	Desert Hackberry	See Plan
	Celtis reticulata	See Plan
	Net-leaf Hackberry	See Plan
	Chilopsis linearis	See Plan
	Desert Willow	See Plan
	Olneya tesota	See Plan
	Ironwood	See Plan
	Parkinsonia floridum	See Plan
	Blue Palo Verde	See Plan
	Parkinsonia microphyllum	See Plan
	Foothills Palo Verde	See Plan
	Prosopis velutina	See Plan
	Native Mesquite	See Plan

TREE SIZE: 24"-84" Box

Cacti

	Agave deserti	5 gal.
	Desert Agave	5 gal.
	Agave murphyi	5 gal.
	Murphy's Agave	5 gal.
	Carnegiea gigantea	5 gal.
	Saguaro	5 gal.
	Dasylirion wheeleri	5 gal.
	Desert Spoon	5 gal.
	Echinoactus engelmannii	5 gal.
	Hedgehog Cactus	5 gal.
	Ferocactus cylindraceus	5 gal.
	Compass Barrel	5 gal.
	Ferocactus wislizeni	5 gal.
	Fishhook Barrel	5 gal.
	Fouquieria splendens	5 gal.
	Ocotillo	5 gal.
	Opuntia engelmannii	5 gal.
	Engelmann's Prickly Pear	5 gal.
	Opuntia fulgida	5 gal.
	Chartist's Cholla	5 gal.
	Opuntia phaeacantha	5 gal.
	Sprawling Prickly-Pear	5 gal.
	Yucca baccata	5 gal.
	Banana Yucca	5 gal.
	Yucca elata	5 gal.
	Soaptree Yucca	5 gal.

PLANT MATERIALS LEGEND

TREES

-
-

MASS PLANTING

-
-
-
-

INERTS

-
-

FEATURE PALETTE

Common Name	Botanical Name	Nursery Size	Plants o.c. spacing	Plants per 1 acre
Large				
Arizona Mesquite	Sophora arizonica	5 gal.	40	27
Narrow Leaf Yellow Bell	Tecoma stans	5 gal.	40	27
Medium				
Desert Milkweed	Asclepias subulata	1 gal.	40	27
Fairy Duster	Calliandra eriophylla	1 gal.	40	27
La Paz Fairy Duster	Calliandra peninsularis	1 gal.	40	27
Red Honeysuckle	Justicia candelaris	1 gal.	40	27
Deer Grass	Muhlenbergia reigers	1 gal.	40	27
Sonoran Desert Ruellia	Ruellia californica	1 gal.	40	27
Small				
Trailing Indigo Bush	Dalea greggi	1 gal.	30	48
Texas Betony	Stachys coccinea	1 gal.	30	48
Boja Ruellia	Ruellia peninsularis	1 gal.	30	48
Desert Zinnia	Zinnia acerosa	1 gal.	30	48
		Total o.c. spacing	10.33 o.c.	408

TRANSITIONAL PALETTE

Common Name	Botanical Name	Nursery Size	Plants o.c. spacing	Plants per 1 acre
Large				
Chuparosa	Justicia californica	5 gal.	40	12
Cresote Bush	Larrea tridentata	5 gal.	40	12
Jajoba	Simmondsia chinensis	5 gal.	40	12
Medium				
Desert Honeysuckle	Anisacanthus thurberi	1 gal.	40	12
Fairy Duster	Calliandra eriophylla	1 gal.	40	12
Rabbitbush	Chrysothamnus nauseosus	1 gal.	40	12
Brittlebush	Encelia tarinosa	1 gal.	40	12
Golden Eyes	Viguiera deltoidea	1 gal.	40	12
Small				
Desert Marigold	Balleya multiradiata	1 gal.	40	27
Golden Dysodia	Dysodia pentachaeta	1 gal.	40	27
Parry's Penstemon	Penstemon parryi	1 gal.	40	27
Desert Penstemon	Penstemon pseudospectabilis	1 gal.	40	27
Turpentine Bush	Ericameria laricifolia	1 gal.	40	27
Desert Globemallow	Sphaeralcea ambigua	1 gal.	40	27
		Total o.c. spacing	13.31 o.c.	246

NAOS & DESERT REVEG PALETTE

Common Name	Botanical Name	Nursery Size	Plants o.c. spacing	Plants per 1 acre
Large				
Catalow*	Acacia greggi*	see plan	80	7
White Thorn*	Acacia constricta*	see plan	80	7
Crucifixion Thorn*	Canotia holacantha*	see plan	80	7
Chuparosa	Justicia californica	5 gal.	80	7
Cresote Bush	Larrea tridentata	5 gal.	80	7
Jajoba	Simmondsia chinensis	5 gal.	80	7
Medium				
Desert Honeysuckle	Anisacanthus thurberi	1 gal.	75	8
Fairy Duster	Calliandra eriophylla	1 gal.	75	8
Brittlebush	Encelia tarinosa	1 gal.	75	8
Small				
Desert Marigold	Balleya multiradiata	1 gal.	50	17
Turpentine Bush	Ericameria laricifolia	1 gal.	50	17
Desert Penstemon	Penstemon pseudospectabilis	1 gal.	50	17
Desert Globemallow	Sphaeralcea ambigua	1 gal.	50	17
		Total o.c. spacing	18.03 o.c.	134

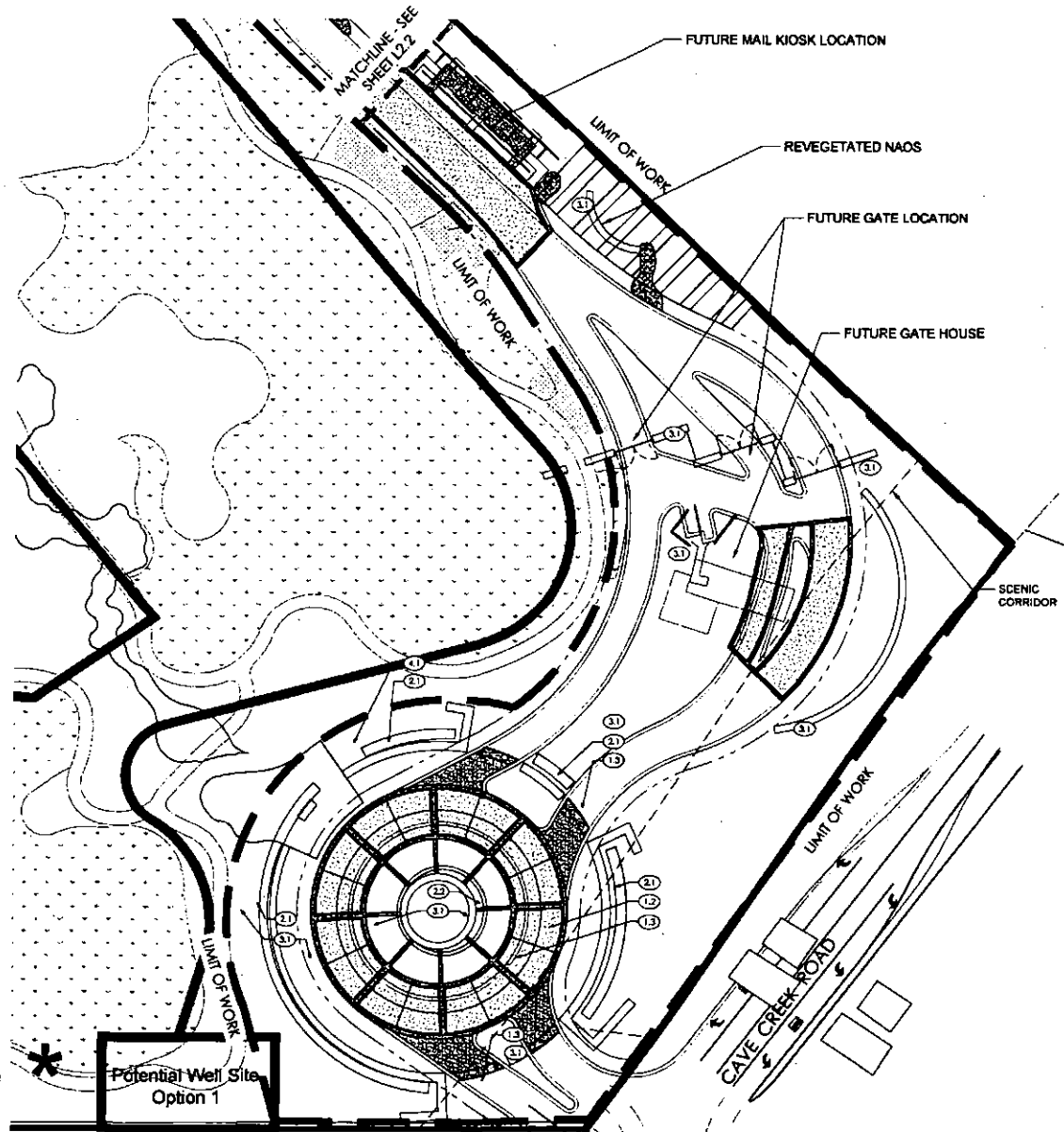
Notes per Zoning Ordinance Section 1.303, and DSPM Sec. 2-1.1001.13

- There shall be no non-native plants, turf, and/or non-ESL approved vegetation included in the "high impact," desert revegetation, and "shrub hedge" landscaping zones.
- No walls over 3 feet shall be located within the Scenic Corridor, and all vegetation will be landscaped in an organic manner.
- All structures must be located a minimum of 5 feet from all dedicated NAOS areas.
- Thorny trees, shrubs and cacti shall be planted so that their mature size/canopy will be at least 4 feet away from any walkways or parking area curbing



DESERT MOUNTAIN 19 - LANDSCAPE PLAN - L3.4





KEY NOTES:

- ①.1 CART PATH.
- ①.2 VEHICLE PAVING: CONCRETE PAVERS.
- ①.3 VEHICLE PAVING: CONCRETE BAND.
- ①.4 PEDESTRIAN PAVING.
- ②.1 WALL.
- ②.2 RAISED PLANTER.
- ③.1 LANDSCAPE AREA.
- ③.2 TURF AREA.
- ④.1 WATER FEATURE.

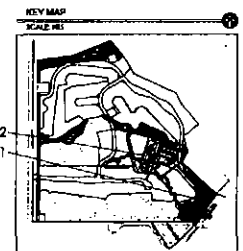
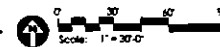
Notes per Zoning Ordinance Section 1.303, and DSPM Sec. 2-1.1001.13

A. No walls over 3 feet shall be located within the Scenic Corridor.

* Golf cart path and landscape to be adjusted once future well site is finalized

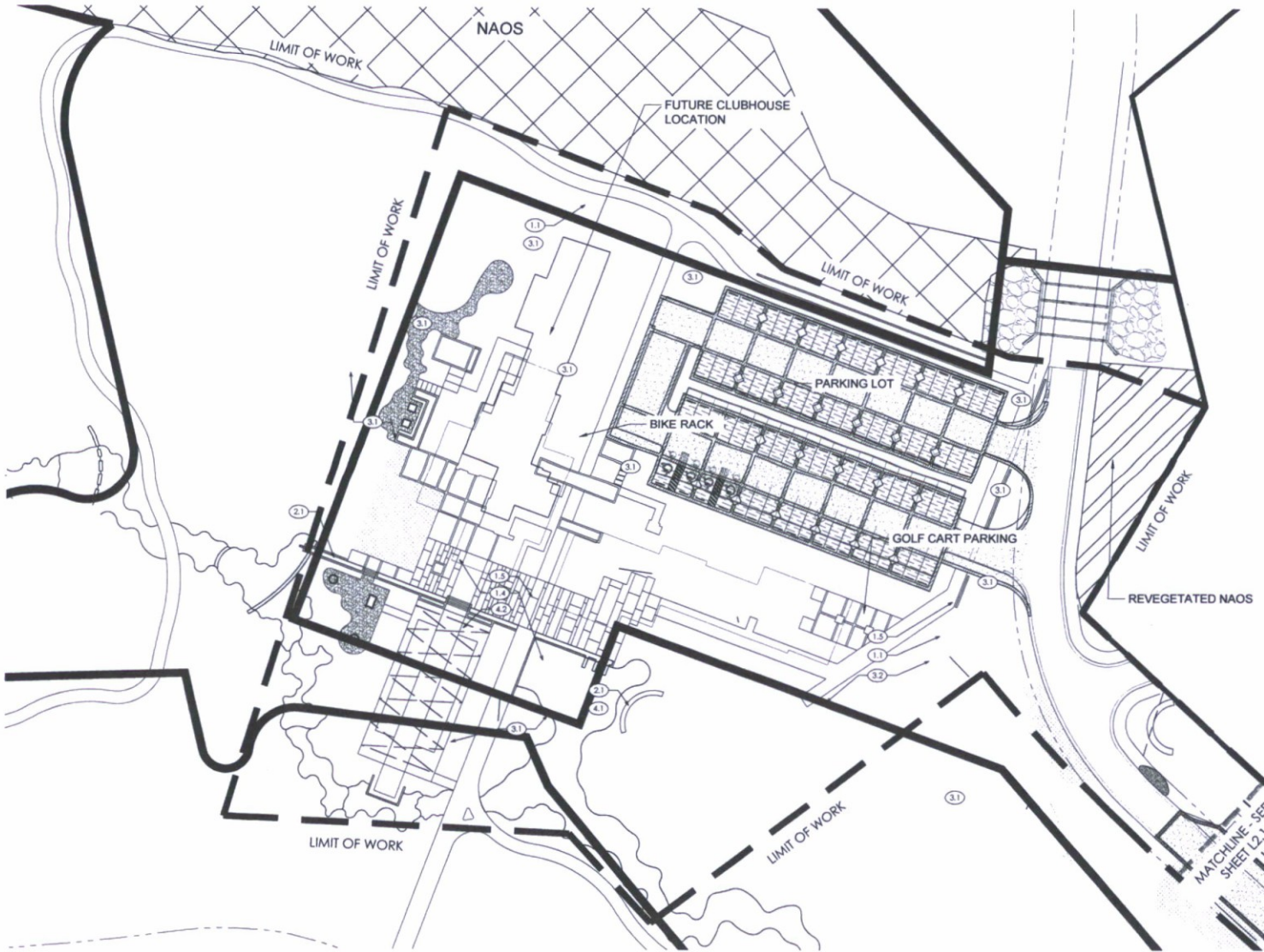
Potential Well Site
Option 1

DESERT MOUNTAIN PARCEL 19 - PHASE 1 - HARDSCAPE PLAN - L2.1



KEY NOTES:

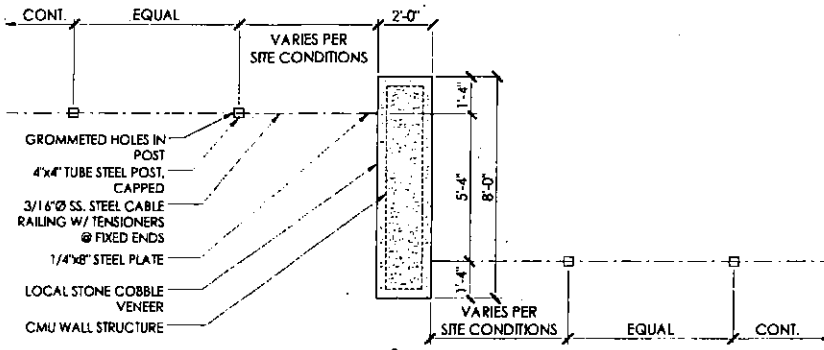
- 1.1 CART PATH.
- 1.2 VEHICLE PAVING: CONCRETE PAVERS.
- 1.3 VEHICLE PAVING: CONCRETE BAND.
- 1.4 PEDESTRIAN PAVING.
- 1.5 SIDEWALK.
- 2.1 WALL.
- 2.2 RAISED PLANTER.
- 3.1 LANDSCAPE AREA.
- 3.2 GOLF TURF AREA.
- 4.1 WATER FEATURE.
- 4.2 BOCCE COURT.



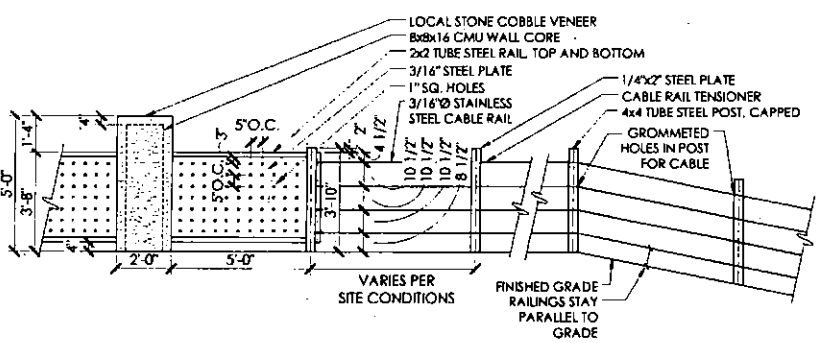
DESERT MOUNTAIN PARCEL 19 - PHASE 1 - HARDSCAPE PLAN - L2.2



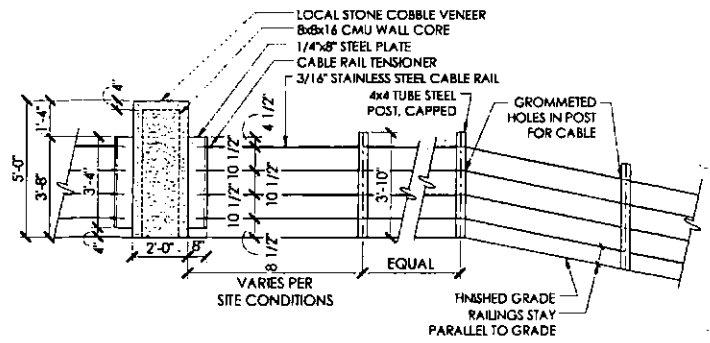




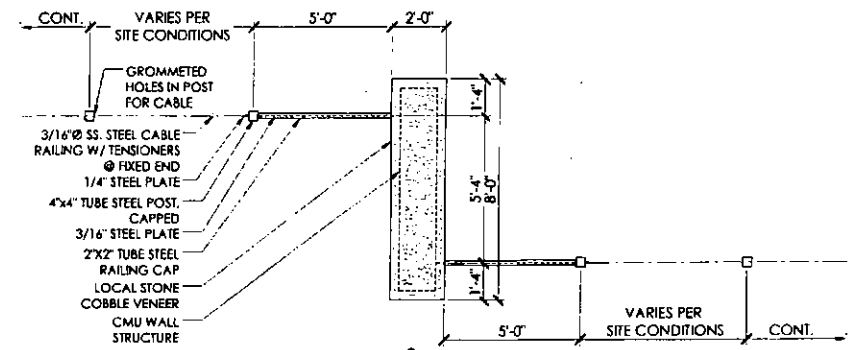
1.2 Area Railing Styles - Plan
Scale: 1/2"=1'-0"



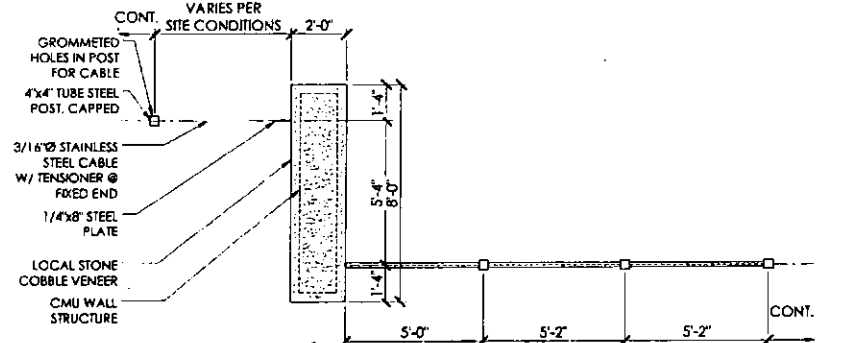
1.4 Area Railing Styles - Elevation
Scale: 1/2"=1'-0"



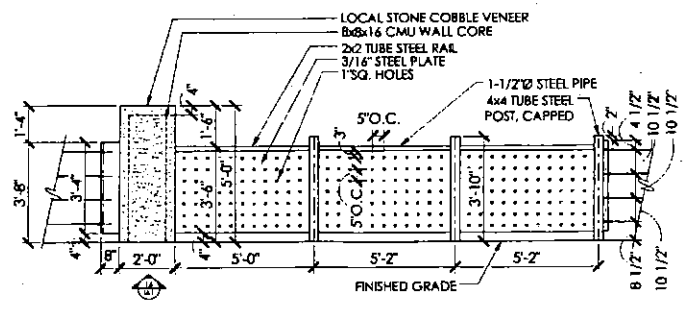
1.6 Area Railing Styles - Elevation
Scale: 1/2"=1'-0"



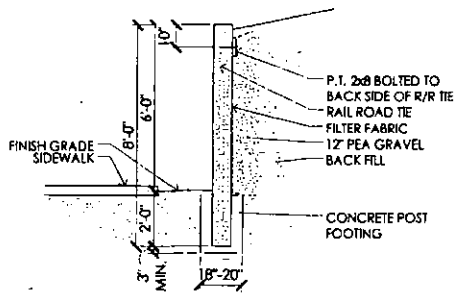
1.1 Area Railing Styles - Plan
Scale: 1/2"=1'-0"



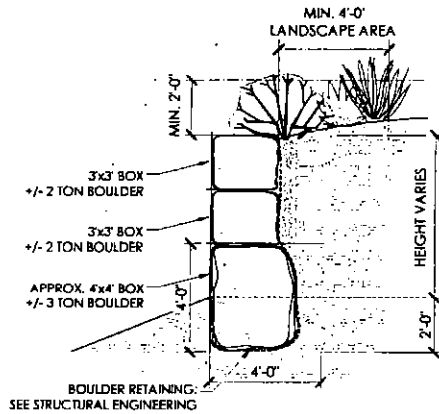
1.3 Area Railing Styles - Plan
Scale: 1/2"=1'-0"



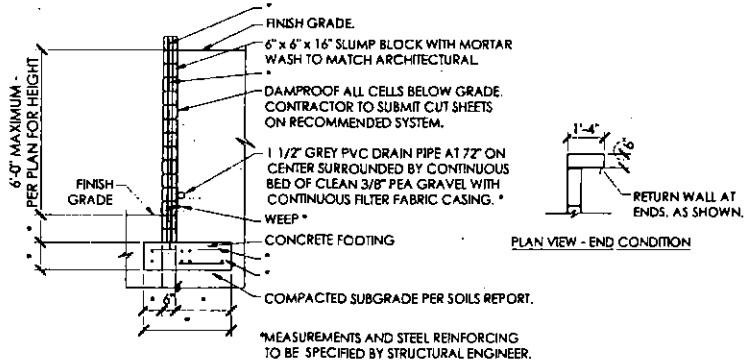
1.5 Area Railing Styles - Elevation
Scale: 1/2"=1'-0"



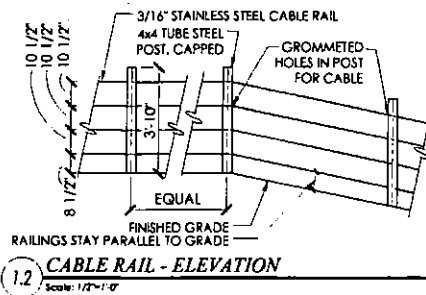
1.7 Retaining Wall Detail
Scale: 1/2"=1'-0"



1.8 Retaining Native Boulder Wall Detail
Scale: 1/2"=1'-0"



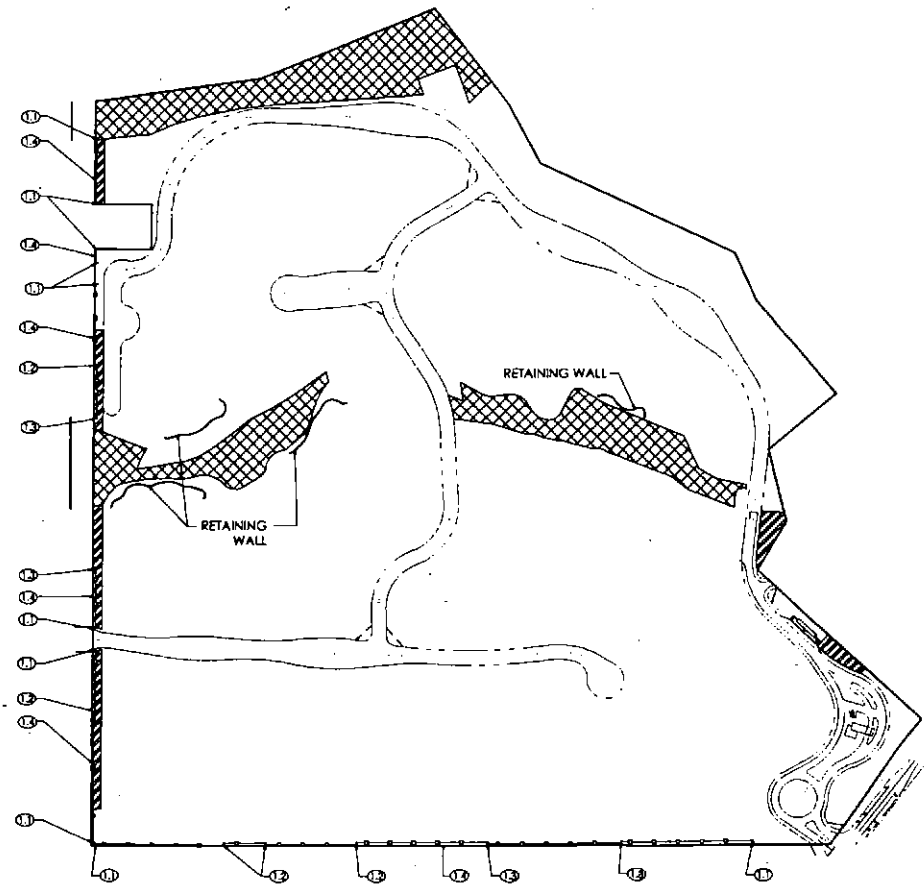
1.9 Retaining Wall Detail
Scale: 1/2"=1'-0"



KEY NOTES

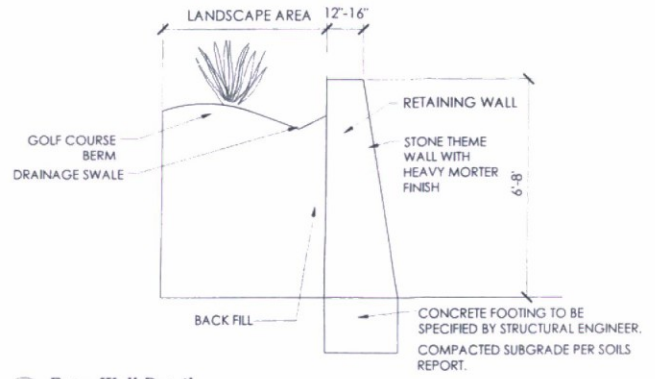
- STEEL PANEL COLUMN: SEE DETAIL: 1.1, 1.4/L6.1
- STEEL PLATE COLUMN SEE DETAIL: 1.2, 1.6/L6.1
- 3 PANEL COLUMN SEE DETAIL: 1.3, 1.5/L6.1
- CABLE RAIL FENCE

LINEAR FEET OF FENCE:	3,000
STEEL CABLE % OPEN:	92%
STONE AND STEEL % SOLID:	8%



1.1 FENCE PLAN
Scale: N.T.S.

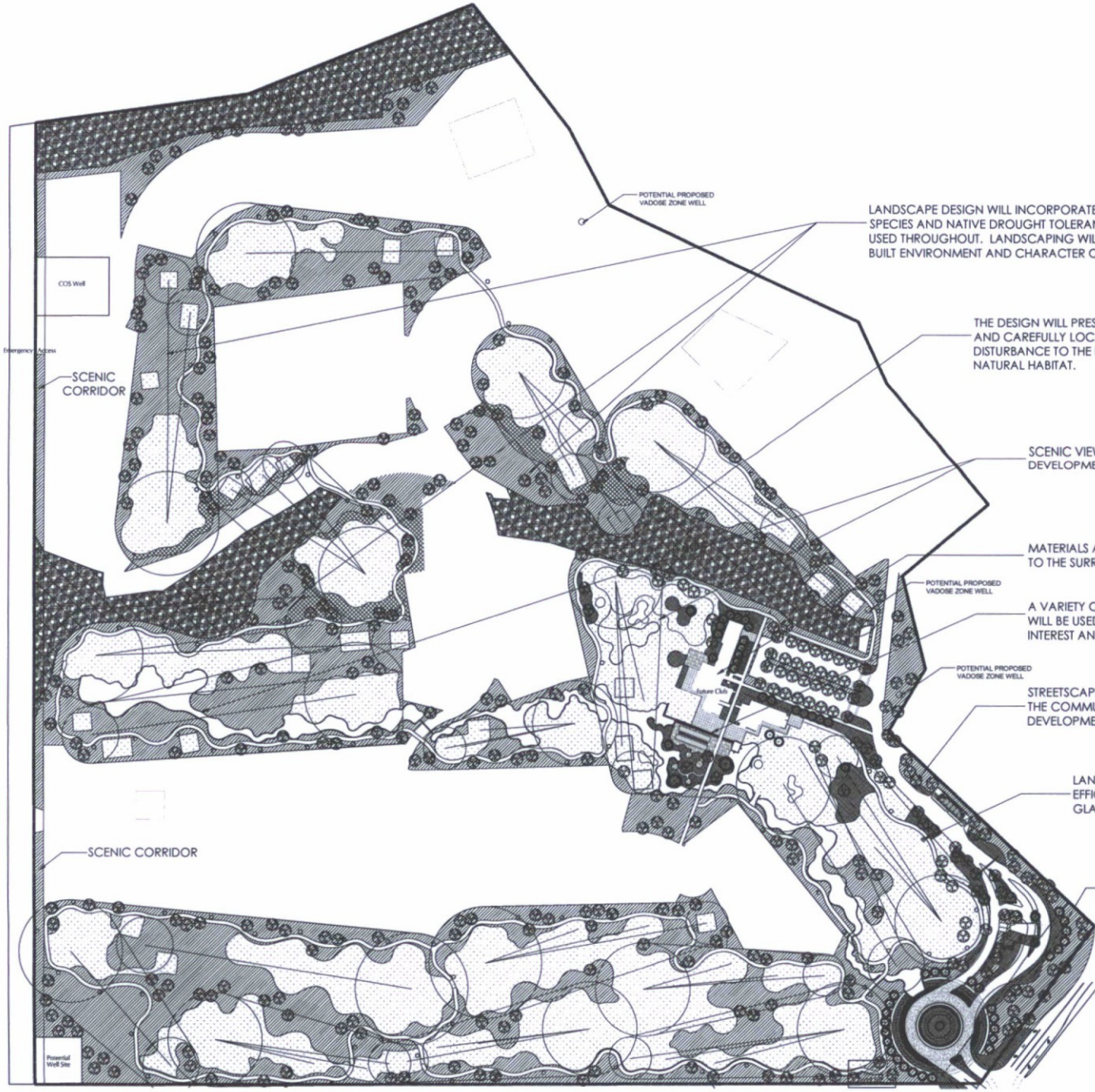
NOTE: RETAINING WALL DETAILS WILL BE UTILIZED AT THE RETAINING WALL LOCATIONS THAT ARE SHOWN ON THE FENCE PLAN.



1.10 *Entry Wall Detail*
Scale: 1/2"=1'-0"



1.1 *ENTRY WALL SCHEMATIC*
Scale: N.T.S.



LANDSCAPE DESIGN WILL INCORPORATE NATIVE PLANT SPECIES AND NATIVE DROUGHT TOLERANT PLANTS TO BE USED THROUGHOUT. LANDSCAPING WILL COMPLIMENT THE BUILT ENVIRONMENT AND CHARACTER OF THE AREA

THE DESIGN WILL PRESERVE EXISTING WASH CORRIDOR AND CAREFULLY LOCATE DEVELOPMENT TO MINIMIZE DISTURBANCE TO THE EXISTING DESERT AND PROTECT NATURAL HABITAT.

SCENIC VIEWS WILL BE PRESERVED BY CAREFUL DEVELOPMENT.

MATERIALS AND COLORS TO BE USED WILL RELATE TO THE SURROUNDING ENVIRONMENT.

A VARIETY OF TEXTURES AND NATURAL MATERIALS WILL BE USED THROUGHOUT TO PROVIDE VISUAL INTEREST AND RICHNESS.

STREETSCAPE WILL BE CONSISTENT THROUGHOUT THE COMMUNITY TO LINK AND UNIFY THE DIFFERENT DEVELOPMENT AREAS.

LANDSCAPE LIGHTING WILL BE ENERGY EFFICIENT FIXTURES, DESIGNED TO MINIMIZE GLARE AND INVASIVE OVERFLOW.

SCENIC CORRIDOR

Desert Mountain 19
Sensitive Design Concept Plan



Desert Mountain Parcel 19
Scottsdale, Arizona

Traffic Impact Mitigation Analysis

June 15, 2016



Prepared by:
Stanley Consultants, Inc.



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APPENDICES

- Appendix A Traffic Volumes
- Appendix B Crash Data
- Appendix C Capacity Analysis
- Appendix D Currently Approved Zoning

1. INTRODUCTION AND EXECUTIVE SUMMARY

Stanley Consultants, Inc. was retained by DM 19, LLC to complete a Traffic Impact Mitigation Analysis (TIMA) for the proposed Desert Mountain Parcel 19 (DM 19), located in the northeast quadrant of the Cave Creek Road/Pima Road intersection in Scottsdale, Arizona. The site is currently vacant and is located approximately three miles northeast of the Carefree Highway and Scottsdale Road intersection. The project site location is shown in Figure 1.

The purpose of this study is to complete a traffic impact analysis of the proposed rezoning of the DM 19 and quantify the potential traffic impacts of the proposed development to the existing traffic operations.

Executive Summary

The proposed Desert Mountain development would rezone the site from commercial and industrial to R4 residential and will include an 18 hole par 3 golf course. The primary access to the site will be via Cave Creek Road (Access 1) and a secondary access for residents only will be via Pima Road (Access 2). The conceptual site plan is shown in Figure 2. The proposed development is anticipated to generate an average of 1273 daily trips including 71 trips during the AM peak hour and 103 trips during the PM peak hour. The proposed development is anticipated to generate substantially fewer vehicular trips as compared to the currently approved plan.

The study area included the following three intersections:

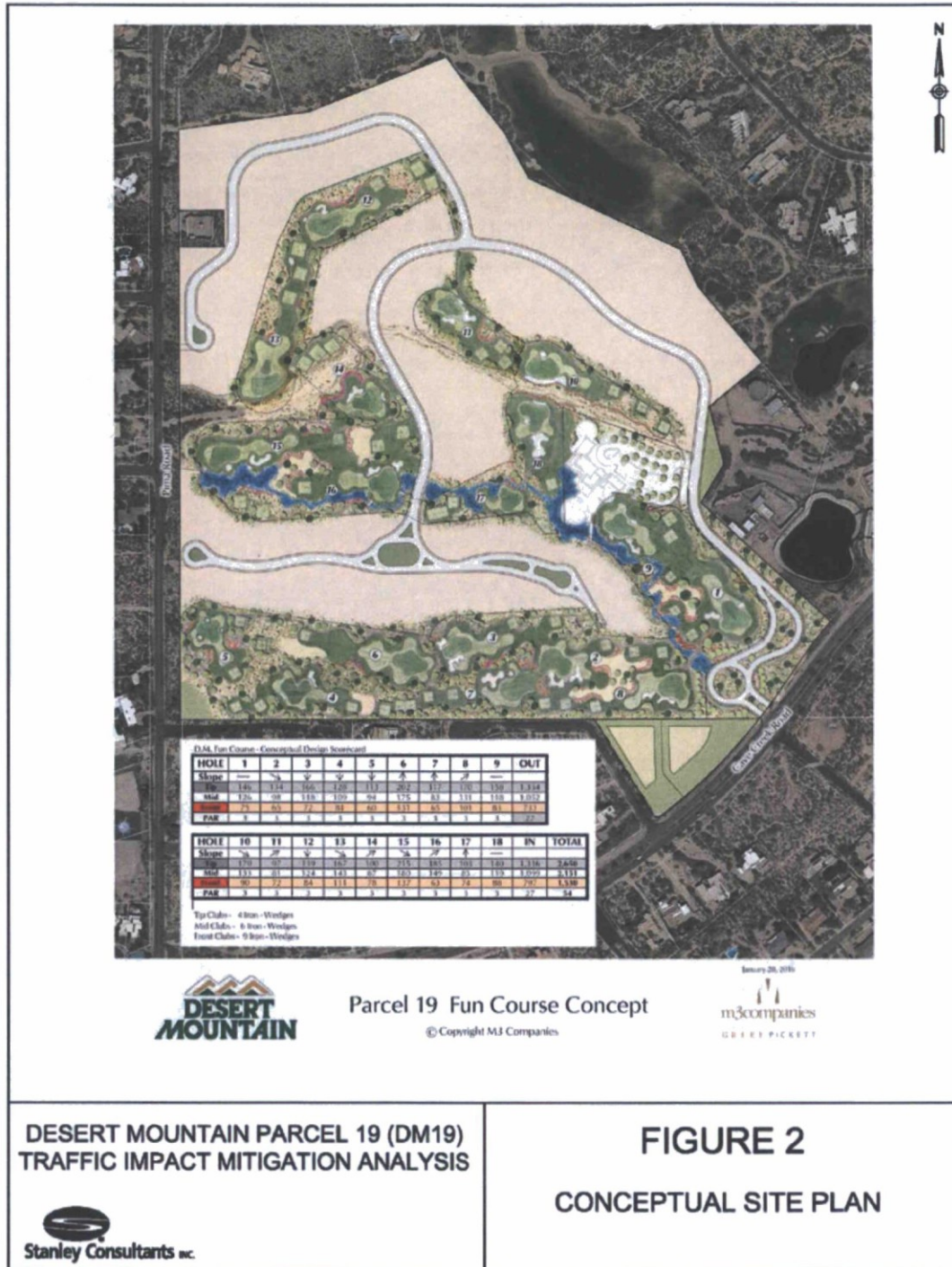
1. Cave Creek Road/Pima Road
2. Cave Creek Road/Twilight Trail-Access 1
3. Pima Road/Access 2

All the study intersections are expected to operate at an overall LOS B or better during both peak hours without and with the addition of project generated traffic. An eastbound left-turn lane and westbound right-turn lane on Cave Creek Road at project Access 1 is recommended.

The proposed development will not disrupt or disturb the residential street operations on the south side of Cave Creek Road.



Figure 1 – Project Site Location



DESERT MOUNTAIN PARCEL 19 (DM19)
TRAFFIC IMPACT MITIGATION ANALYSIS



5/26/2016

28747...\\CAD\Exhibits\Figure 2.dgn

FIGURE 2
CONCEPTUAL SITE PLAN

Figure 2 – Conceptual Site Plan

2. PROPOSED DEVELOPMENT

The proposed DM 19 site is located on the northeast corner of the Cave Creek Road/Pima Road intersection in Scottsdale, Arizona. It is bounded by residential development to the north, golf course/Scottsdale fire station to the east, residential development/Cave Creek Road to the south and Pima Road to the west. The site is currently vacant and zoned commercial and industrial. The proposed Desert Mountain development would rezone the site to R4 residential and includes 190 residential units and an 18 hole par 3 golf course. The proposed development is anticipated to be constructed and open by 2019. The site is proposed to be accessed via Cave Creek Road (Access 1) and Pima Road (Access 2).

The proposed Access 1 on Cave Creek Road would be aligned opposite Twilight Trail that is located approximately one half mile east of Pima Road. Access 1 will be the primary entry/exit and will provide full access to/from the site for both residential and golf-related trips.

The proposed Access 2 on Pima Road would be located approximately one half mile north of Cave Creek Road. This access will be gated and will only be operated by residents.

3. STUDY AREA

The study area is located in the northeast corner of the Cave Creek Road/Pima Road intersection in Scottsdale, Arizona, approximately three miles northeast of the Carefree Highway/Scottsdale Road intersection. The study area roadway segments include Cave Creek Road, Pima Road, and Twilight Trail. The study intersections include the following two existing intersections and one proposed intersection.

1. Cave Creek Road/Pima Road
2. Cave Creek Road/Twilight Trail (Access 1)
3. Cave Creek Road/Access 2 (future intersection)

Existing Roadway System

Cave Creek Road is a Town of Carefree facility adjacent to the project site. It runs east-west with two lanes in each direction and separated by a landscaped median. It is classified as an arterial street according to the Town of Carefree Transportation Plan, June 2008. The posted speed limit on Cave Creek Road east of Pima Road is 40 miles per hour and west of Pima Road is 35 miles per hour.

Pima Road is a north-south street with one lane in each direction of travel. According to the Town of Carefree Transportation Plan, June 2008, Pima Road is classified as a minor collector north of Cave Creek Road and as an arterial south of Cave Creek Road. Pima

Road, south of Stagecoach Pass Road, is classified as a minor rural arterial by City of Scottsdale Transportation Master Plan, January 2008. The posted speed limit on Pima Road south of Cave Creek Road is 35 miles per hour and north of Cave Creek Road is 25 miles per hour.

Twilight Trail is a north-south residential street and has one lane in each direction. It extends from Cave Creek Road on the north to Stagecoach Pass Road on the south.

Existing Intersections

Cave Creek Road/Pima Road has stop signs on all approaches and is called an all-way stop-controlled intersection. The Cave Creek Road eastbound and westbound approaches each include one left-turn lane, one through lane and one shared through/right-turn lane. The eastbound approach has a short (two-car) right-turn-only lane. The northbound and southbound Pima Road approaches each have one shared left-turn/through lane and one right-turn lane.

Cave Creek Road/Twilight Trail is an unsignalized, tee intersection. The eastbound and westbound Cave Creek Road approaches are free-flow and include one through lane and one shared through/right-turn lane. The northbound Twilight Trail approach is stop controlled and includes one shared left/right-turn lane. It should be noted that with the proposed development, project Access 1 will be aligned opposite to Twilight trail and will become the north leg of this intersection.

Existing lane configurations and traffic control are shown in Figure 3.

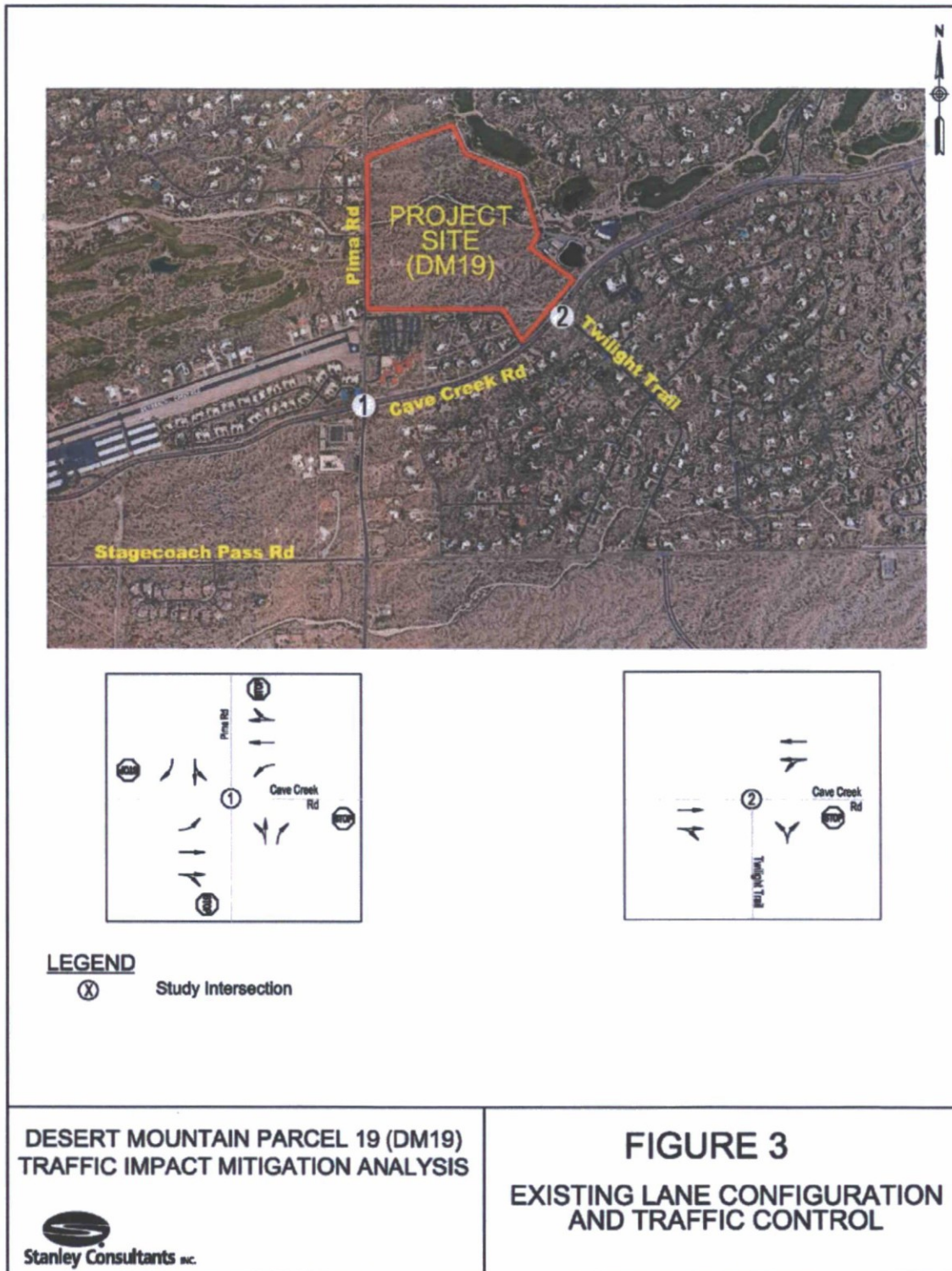


Figure 3 – Existing Lane Configuration and Traffic Control

4. EXISTING CONDITIONS TRAFFIC ANALYSIS

Traffic Volumes

Cave Creek Road/Pima Road: Traffic counts for a 24-hour period on each approach of the Cave Creek Road/Pima Road intersection were collected by Traffic Research and Analysis (TRA), Inc., on Thursday, May 3, 2016. The AM and PM peak hour turning-movement counts at this intersection and 24-hour counts on each approach are shown in Figure 4.

Cave Creek Road/Twilight Trail: At this intersection, existing turning movement counts were not collected. The AM and PM peak hour turning movement volumes to/from Twilight Trail was estimated. The existing land use on the east and west side of Twilight Trail between Cave Creek Road and Stagecoach Pass includes single family residential homes. For a worst case analysis, it was assumed that 30 single family residential homes will be using Twilight Trail to access Cave Creek Road. AM and PM peak hour trips generated by 30 homes were estimated by using the standard rates published by the Institute of Transportation Engineers (ITE) in the Trip Generation Manual, 9th Edition, 2012 for a Single Family Residential (ITE code 210) land use. Based on the above information, 23 AM peak hour trips (6 in/17 out) and 30 PM peak hour trips (19 in/11 out) will be generated. These trips were distributed at the intersection by assuming that 20 percent of the trips will travel to/from east on Cave Creek Road and the remaining 80 percent of the trips will travel to/from west on Cave Creek Road. Additionally, the westbound approach volume on Cave Creek Road at Pima Road was carried backwards to the intersection of Cave Creek Road/Twilight Trail. Also, the eastbound volumes on Cave Creek Road just east of Pima Road were carried forward to the Cave Creek Road/Twilight Trail intersection. The through volumes on Cave Creek Road were balanced between Twilight Trail and Pima Road. The resulting AM and PM peak hour turning movement volumes at this intersection are shown in Figure 4.

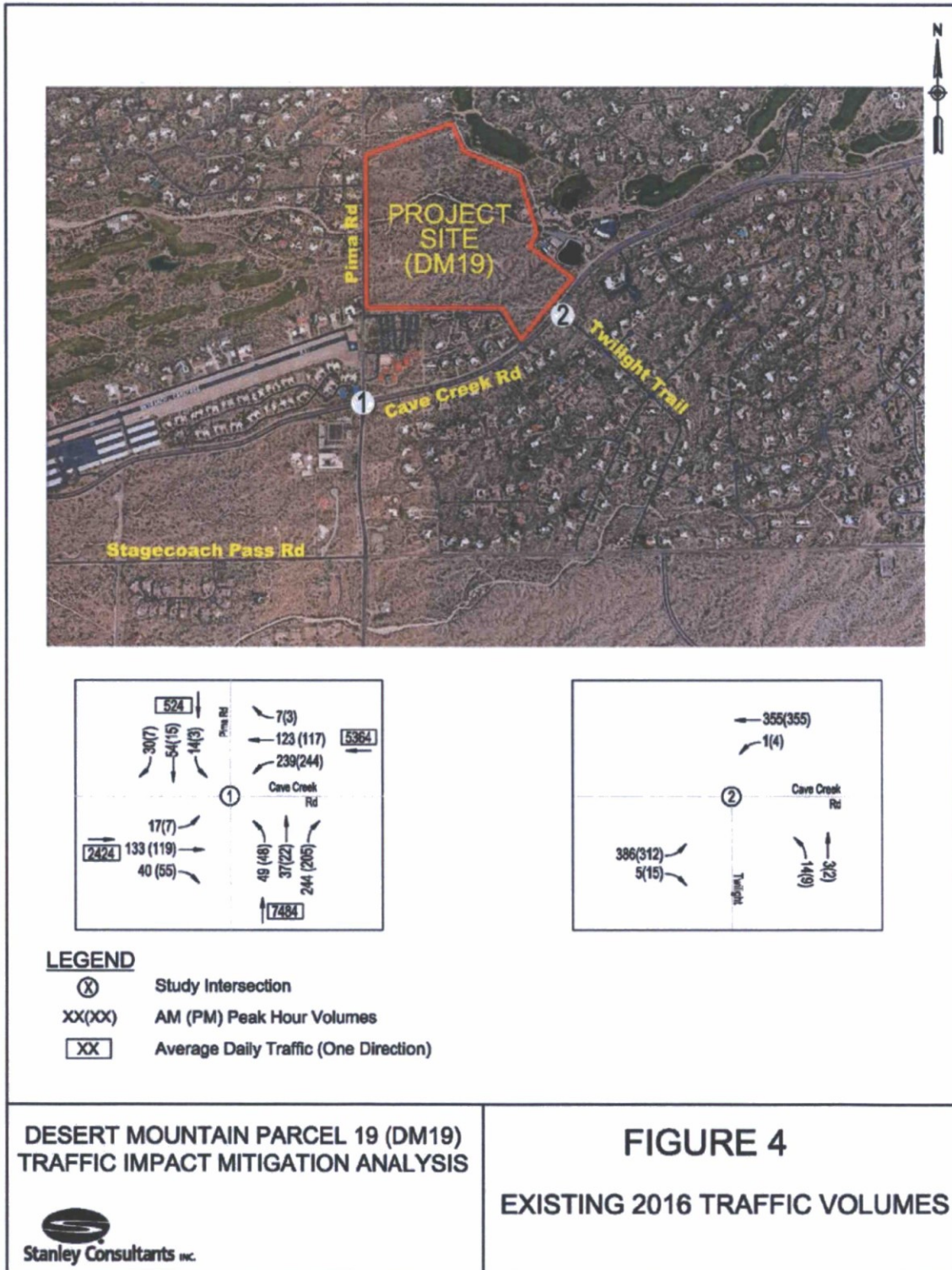


Figure 4 – Existing 2016 Traffic Volumes

Crash Data

The City of Scottsdale provided crash data for the intersection of Pima Road and Stagecoach Pass Road for 2011 to 2015. The Crash Experience Warrant for a traffic signal is not satisfied at Pima Road and Stagecoach Pass Road. The Town of Carefree provided Crash Location Summaries for 2012 through 5-31-2016 for the intersection of Cave Creek Road/Pima Road. The Town of Carefree did not have any reported crashes at Cave Creek Road/Twilight Trail. The crash data by intersection by year are summarized in Table 1 below and the crash data is presented in Appendix B.

Table 1 – Crash Data on Pima Road

Intersection	Number of Crashes by Year				
	2012	2013	2014	2015	2016 thru 5-31
Cave Creek Road/Pima Road	5	4	8	3	3
Stagecoach Pass Road/Pima Road	2	0	3	1	NA

Note: NA = Not Available

Level of Service Methodology

Level of Service (LOS) is a qualitative description of roadway operations based on a quantitative analysis. It is used to rank, describe and label traffic operations on various types of facilities based on traffic volumes and roadway capacity using a series of letter designations ranging from A to F. Generally, LOS A represents free flow conditions with little or no delay and LOS F represents overloaded and severely congested conditions.

The study intersections were analyzed using methodologies published in the Highway Capacity Manual (HCM), Transportation Research Board, 2010. This source contains methodologies for various types of intersection control, all of which are related to a measurement of delay in average number of seconds per vehicle.

The LOS for the Cave Creek Road/Twilight Trail intersection where the Twilight Trail approach is stop-controlled was analyzed using the “Two-Way Stop-Controlled” intersection capacity method from the HCM. This methodology determines a LOS for each minor-street movement (or shared movement), as well as major-street left turns by estimating the level of average delay in seconds per vehicle. Results are presented for individual movements. LOS is not defined for the intersection as a whole or for the major-street approaches. The weighted overall average delay for the 2-way stop sign intersection is provided for information in the LOS tables.

The study intersection of Cave Creek Road/Pima Road with stop signs on all approaches was analyzed using the “All-Way Stop-Controlled” Intersection methodology from the HCM. This methodology evaluates delay for each approach based on turning movements,

opposing and conflicting traffic volumes, and the number of lanes. Average vehicle delay is computed for the intersection as a whole, and is then related to a LOS.

The ranges of delay associated with the various levels of service are indicated in Table 2.

Table 2 – Intersection Level of Service Criteria

Level of Service (LOS)	Two-Way Stop-Controlled Control Delay (sec/vehicle)	All-Way Stop-controlled Control Delay (sec/vehicle)
A	0 to10	0 to10
B	>10 to 15	>10 to 15
C	> 15 to 25	> 15 to 25
D	> 25 to 35	> 25 to 35
E	> 35 to 50	> 35 to 50
F	> 50	> 50

Source: Highway Capacity Manual, Transportation Research Board 2010, Exhibit 19-1 and 20-2

City of Scottsdale LOS Guidance

According to the City of Scottsdale Transportation Master Plan, January 2008, vehicular LOS D or better should be maintained at all signalized intersections with the exception of those intersections located within a designated core, a roadway with an urban character designation, or mixed-use area where lower levels of service are acceptable if other factors such as walkability, transit access, and aesthetic or right-of-way (ROW) considerations are overriding. At non-signalized intersections with moderate traffic volumes, levels of service below D may be appropriate. Where low volume locations intersect with high volume locations, LOS F is not unusual, but should be considered for mitigation if alternative access is not available.

Existing Conditions Capacity Analysis

Under Existing Conditions, all the study intersections operate at an overall LOS B or better during both peak hours. All the stop-controlled approaches operate at LOS C or better. A summary of the levels of service calculations are shown in Table 3 and the Capacity Analysis summary sheets are provided in Appendix C.

Table 3 – Existing Conditions Intersection Levels of Service

No.	Intersection Name	Control Type	Peak Hour	Overall Delay – LOS	Approach – Delay/LOS
1	Cave Creek Road/Pima Road	All-way Stop	AM	13.4 – B	EB – 11.4/B
					WB – 15.1/C
					NB – 13.3/B
					SB – 11.2/B
			PM	12.6 – B	EB – 10.6/B
					WB – 14.4/B
					NB – 11.8/B
					SB – 10.1/B
2	Cave Creek Road/Twilight Trail	Stop (NB)	AM	0.3	NB – 13.2/B
			PM	0.2	NB – 12.3/B

Notes: Delay is measured in average seconds per vehicle in Synchro; LOS = Level of Service

5. PROJECTED TRAFFIC

Trip Generation (Proposed Development)

The project site is currently vacant and zoned commercial. The proposed DM 19 development would rezone the site to R4 residential and includes 190 residential units and an 18 hole par 3 golf course. The anticipated trip generation for the proposed development was estimated using standard rates published by the Institute of Transportation Engineers (ITE) in the Trip Generation Manual, 9th Edition, 2012. The ITE rates are based on studies that measured the trips for various land uses. The rates are expressed in terms of trips per unit of land use. The trip rates and number of trips generated are presented for an average weekday and the AM and PM peak hour of the adjacent street traffic. The ITE trip rates used for the updated site plan include the following:

- ITE Code 251 – Senior Adult Housing-Detached
- ITE Code 260 – Recreational Homes
- ITE Code 430 – Golf Course

For trip generation analysis, it was assumed that 70 percent of the total residential units would be recreational homes (133 units), while the remaining 30 percent would be senior adult housing detached units (57 units). The proposed development would include a short golf course. However, to provide a conservative analysis, a full size 18-hole golf course was used for trip generation.

The proposed development is anticipated to generate an average of 1,273 daily trips including 71 trips during the AM peak hour and 103 trips during the PM peak hour.

Internal Trips Reduction

The ITE Trip Generation Manual includes data and methodologies that can be applied to determine the proportion of internal trips that may occur within a development area that includes a variety of land uses. For the proposed development, internal trips would consist of residents patronizing on-site golf course. Although some of these internal trips will be made by walking and golf carts, it was assumed they would all be made by automobile. For internal reduction, it was assumed that 30 percent of the short golf course traffic would come from the on-site residents and the remaining 70 percent would come off-site. None of the internal trips will leave the site.

Net-New Trips (External Trips)

After subtracting the internal trips from total trip generation, the proposed development would generate an average of 887 weekday daily trips including 49 trips during the AM peak hour and 71 trips during the PM peak hour.

A summary of the trip generation analysis is provided in Table 4.

Table 4 – Trip Generation Summary

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
Proposed											
Senior Adult Housing Detached	57 du	3.68	210	0.22	13	4	9	0.27	15	9	6
Recreational Homes	133 du	3.16	420	0.16	21	14	7	0.26	35	14	21
Golf Course	18 holes	35.74	643	2.06	37	29	8	2.92	53	27	26
Total Trips (External +Internal)		1273			71	47	24		103	50	53
<i>Internal Trip Reduction</i>		<i>-30%</i>		<i>-30%</i>				<i>-30%</i>			
<i>From Golf to Residential</i>			<i>-193</i>		<i>-11</i>	<i>-9</i>	<i>-2</i>		<i>-16</i>	<i>-8</i>	<i>-8</i>
<i>From Residential to Golf</i>			<i>-193</i>		<i>-11</i>	<i>-2</i>	<i>-9</i>		<i>-19</i>	<i>-8</i>	<i>-8</i>
Net-New Residential Trips (External)			437		23	16	7		34	15	19
Net-New Golf Trips (External)			450		26	20	6		37	19	18
Total External Trips			887		49	36	13		71	34	37

Note: du = dwelling unit

Trip Generation Comparison

The project site is vacant and zoned commercial and industrial. The currently approved development plan includes a mixed-use development including residential units, light industrial, and commercial office/retail land use. A summary of the trip generation for the currently approved plan is provided in Appendix D. The proposed Desert Mountain development would rezone the site to include residential units and a golf course. A comparison of trips generated by the currently approved plan and the proposed development is provided in Table 5.

Table 5 – Trip Generation Comparison

Trips	Currently Approved Plan			Proposed Development		
	Total	AM	PM	Total	AM	PM
External + Internal	9,969	859	1,126	1,273	71	103
External	8,367	784	971	887	49	71

As shown in Table 5, the proposed development is anticipated to generate approximately 11% of the number of vehicular trips of the currently approved commercial development plan.

Trip Distribution/Assignment

Access to the project site will be provided via Cave Creek Road (Access 1) and Pima Road (Access 2). Access 1 off of Cave Creek Road would be the primary access point and used by residents and golf traffic. Access 2 would be restricted to residents only. For the proposed project, two trip distribution patterns were developed: one for residents only and the other for golf traffic. The resident's only trip distribution pattern was developed based on the existing traffic volumes near the study area, proximity of other Desert Mountain communities located east of the project site and general knowledge of the area. The trip distribution pattern for residential traffic is shown in Figure 5. The golf course will not be open for public play. The residents residing in other Desert Mountain communities located on the east side of the project site will have access to the proposed DM 19 golf course. It was therefore assumed that all the external golf-related traffic would access the site to/from the east on Cave Creek Road via Access 1. The golf-related trip distribution of 100% to the east is also shown in Figure 5.

Based on the trip distribution pattern shown in Figure 5, the trips were assigned to the study intersections. For residential trips, it was assumed that nearly 75 percent of the trips would use Access 1 off of Cave Creek Road, while the remaining 25 percent would use Access 2 off on Pima Road. The assigned trips are shown in Figure 6.

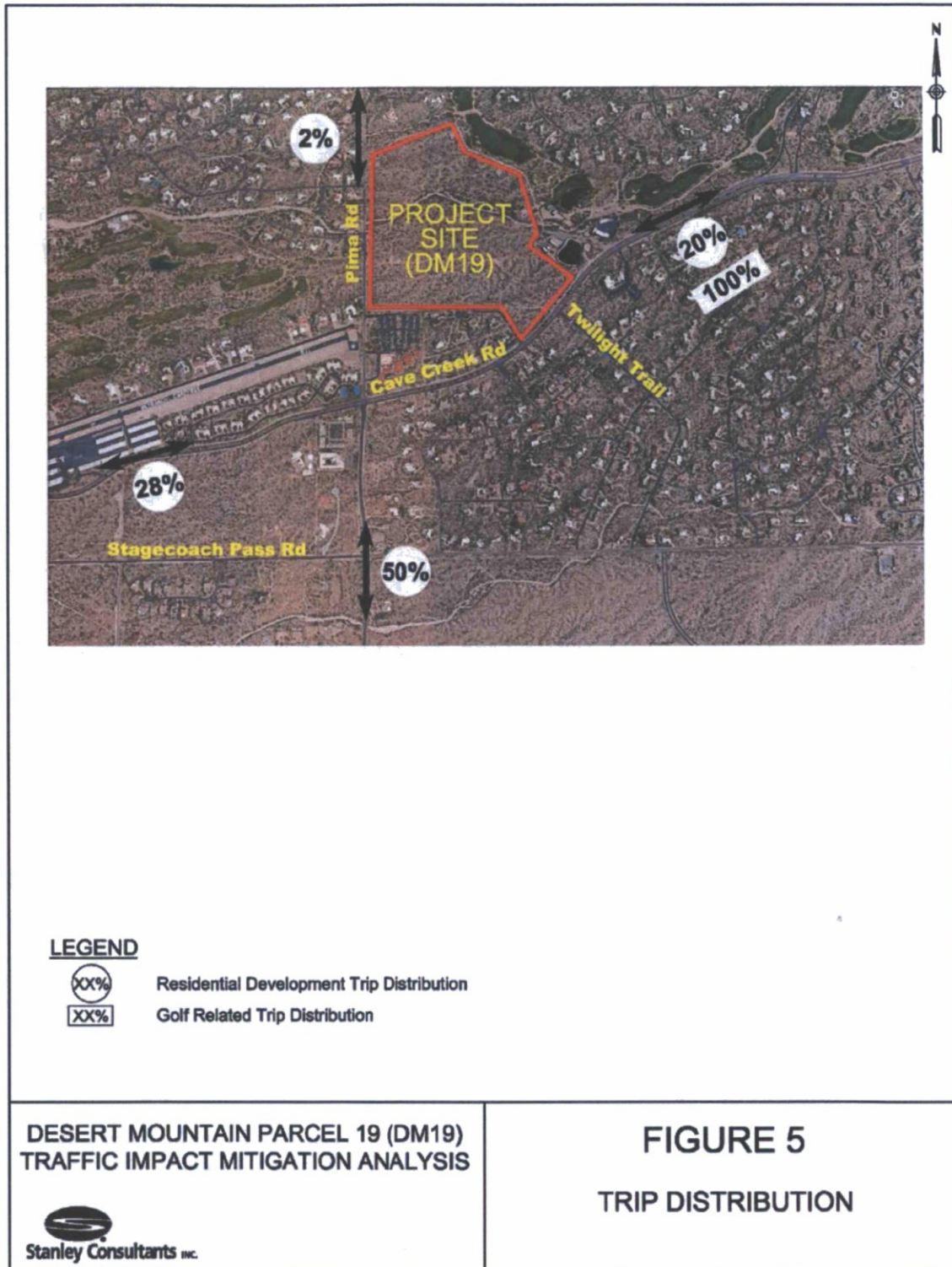
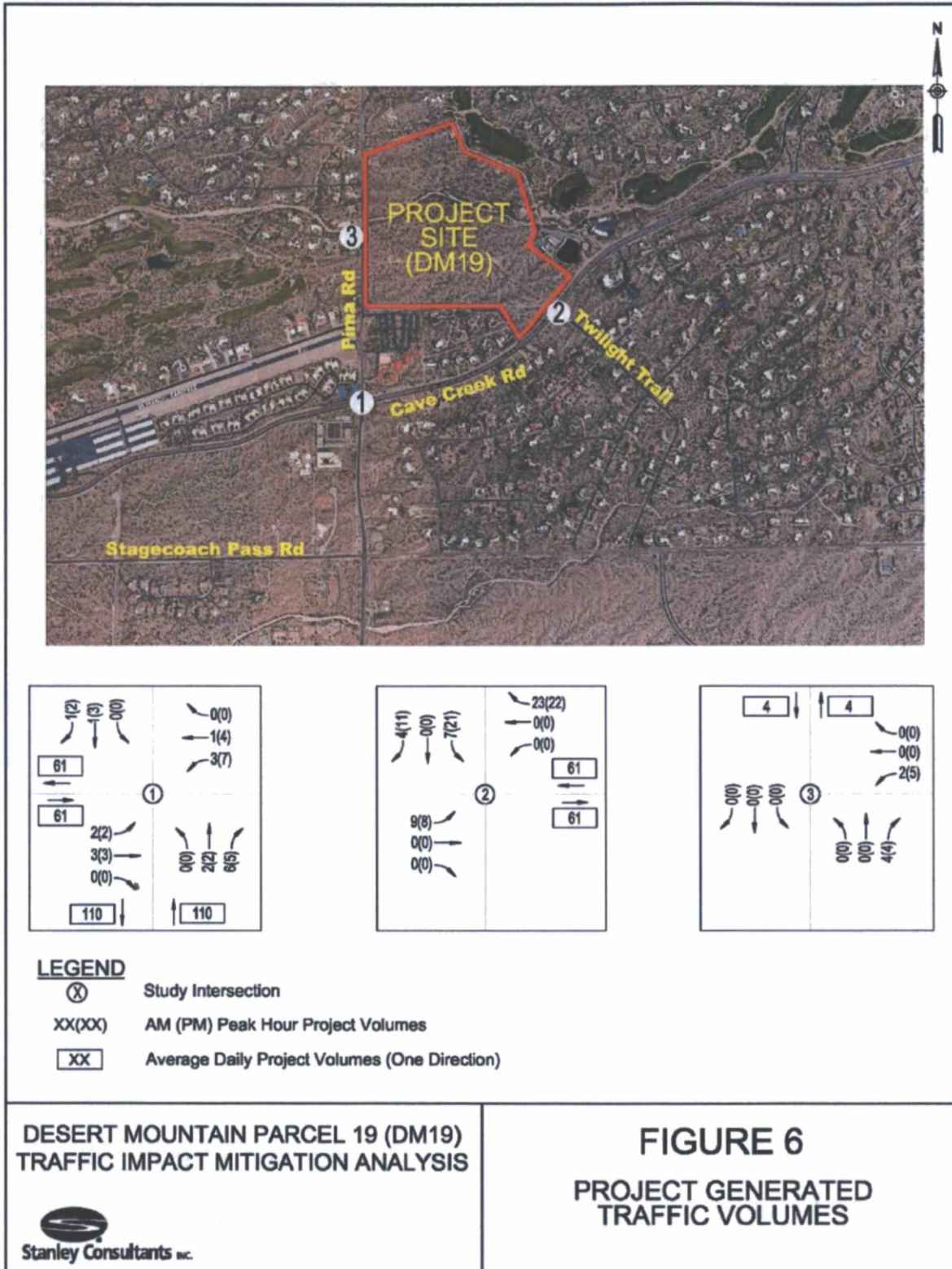


Figure 5 – Trip Distribution



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Figure 6 – Project Generated Traffic Volumes

6. EXISTING PLUS PROJECT TRAFFIC ANALYSIS

The project trips were added to the existing traffic volumes to estimate existing plus project conditions and are shown in Figure 7. The existing lane configurations and traffic control at the Cave Creek Road/Pima Road were used for this analysis. However, the lane configurations at the remaining two access driveway intersections were modified as follows:

Cave Creek Road/Twilight Trail-Access 1: At this intersection the southbound project Access 1 approach was modeled as stop-controlled and included one shared left/through/right-turn lane. The eastbound Cave Creek Road approach included one left-turn lane, one through lane, and one shared through/right-turn lane. The westbound Cave Creek Road approach included one shared left/through lane, one through lane, and one right-turn lane. The northbound Twilight Trail approach was stop-controlled and included one shared left/through/right-turn lane.

Pima Road/Access 2: At this intersection the northbound and southbound Pima Road approaches were modeled as free flow and the westbound project Access 2 approach was modeled as stop-controlled. The northbound Pima Road approach included one shared through/right-turn lane. The southbound Pima Road approach included one shared left/through lane. The westbound project Access 2 approach included one shared left/right-turn lane.

With the addition of project traffic to existing volumes and utilizing the lane configurations discussed above, all the intersections are anticipated to operate at an overall LOS B or better during both peak hours. All the stop-controlled approaches are also expected to operate at LOS C or better during both peak hours. A summary of the levels of service calculations are shown in Table 6 and the detail LOS summary sheets are provided in Appendix C.

Table 6 – Existing Plus Project Conditions Intersection Levels of Service

No.	Intersection Name	Control Type	Peak Hour	Overall Delay – LOS	Approach – Delay/LOS
1	Cave Creek Road/Pima Road	All-way Stop	AM	13.6 – B	EB – 11.5/B
					WB – 15.4/C
					NB – 13.5/B
					SB – 11.3/B
			PM	13.0 – B	EB – 10.8/B
					WB – 15.0/B
					NB – 12.1/B
					SB – 10.3/B
2	Cave Creek Road/Twilight Trail- Access 1	Stop (NB & SB)	AM	0.6	NB – 14.6/B
					SB – 13.0/B
			PM	0.9	NB – 13.4/B
					SB – 13.1/B
3	Pima Road/Access 2	Stop (WB)	AM	0.1	WB – 9.4/A
			PM	0.7	WB – 8.8/A

Notes: Delay is measured in average seconds per vehicle in Synchro; LOS = Level of Service

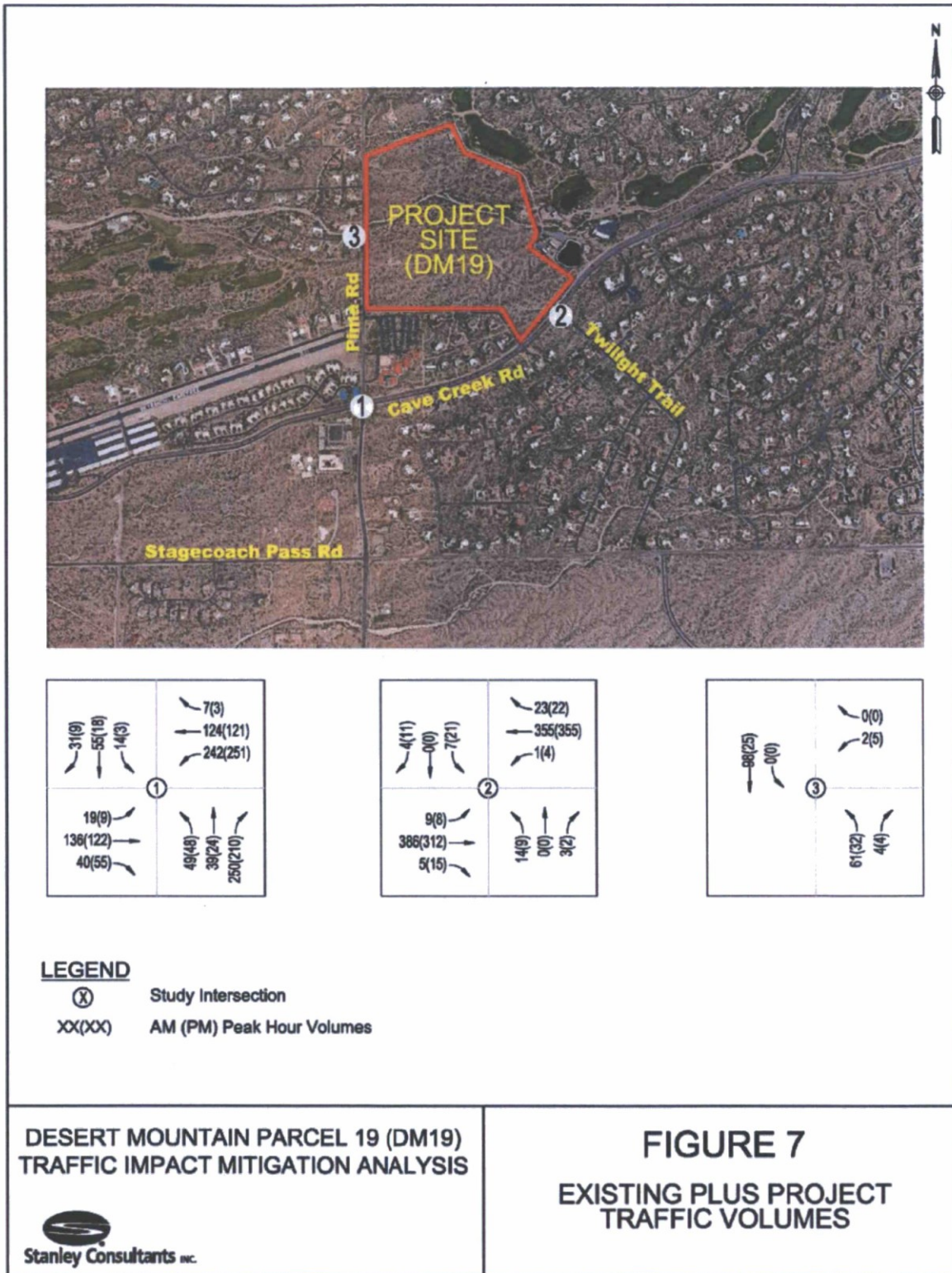


Figure 7 – Existing Plus Project Traffic Volumes

Turn Lanes at Access 1

At the intersection of Cave Creek Road/Twilight Trail-Access 1, several turn lanes at the site main entrance are highly recommended for traffic safety and traffic operational benefits. Even though the proposed site will have relatively low traffic volumes, it is recommended that the Access 1 include an eastbound left-turn lane, a westbound left-turn lane, a westbound right-turn lane and a separate southbound right-turn lane. Left-turn lanes allow improved visibility of opposing traffic and also improve safety by moving the left-turn vehicles out of the through lanes. The southbound right-turn lane will improve traffic operations by keeping the southbound through and left-turning vehicles from blocking and delaying the easy southbound right turn movement. The westbound right-turn lane will help traffic exiting the site be clear that the approaching westbound vehicle is either turning into the site or continuing through to the west. All turn lanes should provide a minimum of 100 feet of storage.

7. PIMA ROAD/STAGECOACH PASS ROAD INTERSECTION DISCUSSION/TRAFFIC CONCERNS

Intersection and Roadway Characteristics

The intersection of Pima Road/Stagecoach Pass Road is located approximately 1,600 feet south of Cave Creek Road/Pima Road intersection. Pima Road/Stagecoach Pass is a four-legged, unsignalized intersection. The northbound and southbound Pima Road approaches are free flow and each consist of one left-turn lane and one shared through/right-turn lane. The eastbound and westbound Stagecoach Pass Road approaches are stop-controlled and each consist of one shared left/through/right-turn lane. Stagecoach Pass Road is a border between the City of Scottsdale to the south and the Town of Carefree to the north. As a result, this intersection is jointly controlled by the two jurisdictions.

Pima Road is a north-south roadway with one lane in each direction of travel. It is classified as an arterial by the Town of Carefree, north of Stagecoach Pass and is classified as a rural minor arterial by the City of Scottsdale south of Stagecoach Pass Road. The posted speed limit on Pima Road is 35 miles per hour north of Stagecoach Pass Road and 45 miles per hour south of Stagecoach Pass Road.

Stagecoach Pass Road is an east-west roadway with one lane in each direction of travel. It is classified as a rural minor-collector street in the vicinity of Pima Road. The posted speed limit on Stagecoach Pass Road is 25 miles per hour east of Pima Road and 35 miles per hour west of Pima Road.

Town of Carefree Traffic Concerns

Stagecoach Pass Road east of Pima Road is the border between Carefree and Scottsdale. Homes on the north side of Stagecoach Pass Road and east of Pima Road are in the Town of Carefree. Some individuals from the Town of Carefree and the Velvet Shadows subdivision located south of Cave Creek Road across from the DM 19 site have expressed concerns that traffic generated from the proposed DM 19 development would leave the site and proceed straight south across Cave Creek Road onto the residential street Twilight Trail while on their way to get onto southbound Pima Road. The proposed DM 19 access off of Cave Creek Road is proposed to be aligned opposite Twilight Trail. Based on the concerns raised by the Town and by the residents, the alternative routes using the major streets and using the residential streets cutting through the Velvet Shadows subdivision were evaluated.

Based on the proposed DM 19 trip distribution and assignment pattern discussed in the previous section, 50 percent of the residential trips generated by the proposed development would travel from the site to/from Pima Road south of Stagecoach Pass Road. There are two possible alternative routes/options to go south onto Pima Road from the proposed site/s main entrance on Cave Creek Road. The reverse trip from northbound Pima Road to the site was also evaluated.

Option 1 (Preferred Route)

Leaving the site and wanting to go south on Pima Road, make a right-turn onto Cave Creek Road via proposed Access 1, travel two blocks west, make a left-turn onto southbound Pima Road at the four-way stop-controlled intersection, and travel south on Pima Road past Stagecoach Pass Road. The total distance travelled between the project access point on Cave Creek Road and Stagecoach Pass Road just north of Pima Road is approximately 0.77 miles. When returning to the site from the south on Pima Road, the preferred route is to travel northbound on Pima Road past Stagecoach Pass Road, turn right onto Cave Creek Road at the four-way stop intersection, and turn left into the site project Access 1.

Option 2 (Less Desirable Route)

Leaving the site and wanting to go south on Pima Road, at the stop sign on Cave Creek Road, proceed straight south from project Access 1 across Cave Creek Road into the Velvet Shadows residential subdivision, travel on the residential street, Twilight Trail, to the stop sign, turn right onto Stagecoach Pass Road and make a left-turn at 2-way stop-controlled Pima Road/Stagecoach Pass Road intersection (Stagecoach Pass Road is stop-controlled and Pima Road is free flow) to proceed south on Pima Road. The total distance travelled between the project Access 1 on Cave Creek Road and Pima Road

just east of Stagecoach Pass Road is approximately 1.15 miles. When returning to the site from the south on Pima Road, make a right-turn onto Stagecoach Pass Road, turn left onto residential Street Twilight Trail, travel north to the stop sign at Cave Creek Road, and proceed straight across Cave Creek Road into the site. It should be noted that through traffic on Cave Creek Road does not stop while northbound traffic on Twilight Trail and southbound traffic existing the site via Cave Creek Road would stop. The alternative routes from the site to southbound on Pima Road are shown in Figure 8. The alternative routes from south Pima Road to the site main entrance are shown in Figure 9.

Alternative Options Comparison

Option 2 appears to be more difficult and not a short-cut for several reasons as follows:

- According to the Town of Carefree General Plan 2030, November 2012, Cave Creek Road is classified as an arterial roadway with an average daily traffic (ADT) of 11,000 vehicles (2008 data) east of Pima Road. Making a right turn from the project site onto Cave Creek Road is both safer and easier than waiting for a large gap and going straight across a four-lane arterial roadway with a landscaped median. The safety concern is crossing relatively high traffic volumes that are moving eastbound and westbound on Cave Creek Road at or near the speed limit. The driver has to look for traffic in both directions and find a suitable gap to cross a nearly five-lane arterial roadway to proceed straight south into the neighborhood. It is significantly easier and safer to make a right-turn onto westbound Cave Creek Road than to proceed straight across two directions of free-flow traffic on Cave Creek Road.
- Travelling on a residential street is slower and less comfortable than travelling on an arterial street like Cave Creek Road and Pima Road.
- Turning left from Cave Creek Road onto Pima Road at the Cave Creek Road/Pima Road 4-way stop-controlled intersection is much easier and safer than the two movements required in Option 2. At the 4-way stop intersection, the queue of traffic gradually moves up until you are looking at the other vehicles and confirming whose turn it is next to proceed. While it is more complicated for the driver than traveling through a traffic signal or a roundabout, the low speed and close proximity of the conflicting vehicles make a left turn a little slow but typically very safe.
- The Option 2 movements of proceeding straight across Cave Creek Road into the residential neighborhood, and turning left onto Pima Road from Stagecoach Pass Road at a 2-way stop-controlled intersection where Pima Road northbound-southbound traffic does not stop are both problematic and more difficult than using the major streets and a 4-way stop intersection.
- The total distance traveled in Option 2 is approximately 1.15 miles which is more than as compared to 0.77 miles in Option 1.

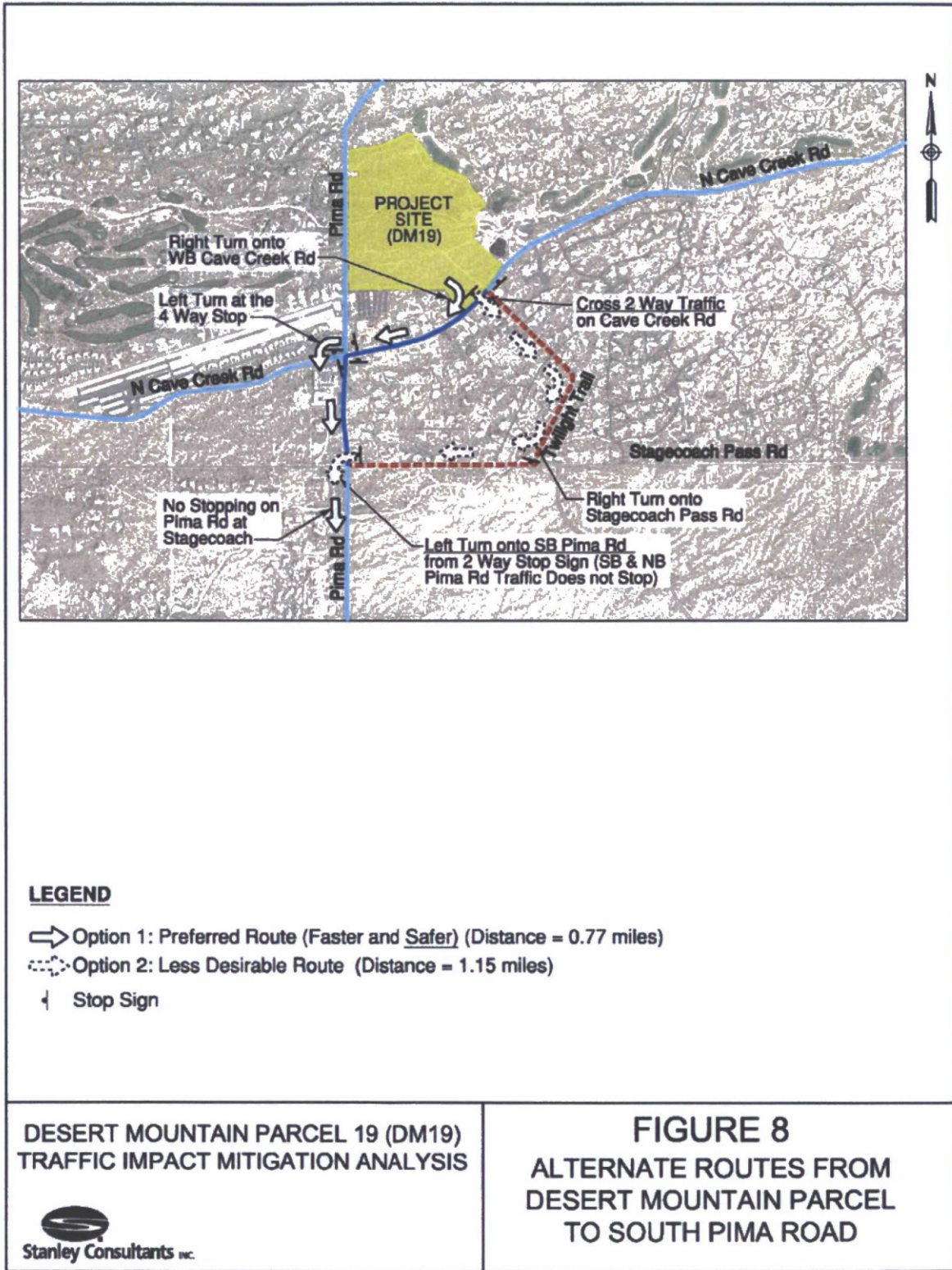


Figure 8 – Alternate Routes from Desert Mountain Parcel to South Pima Road

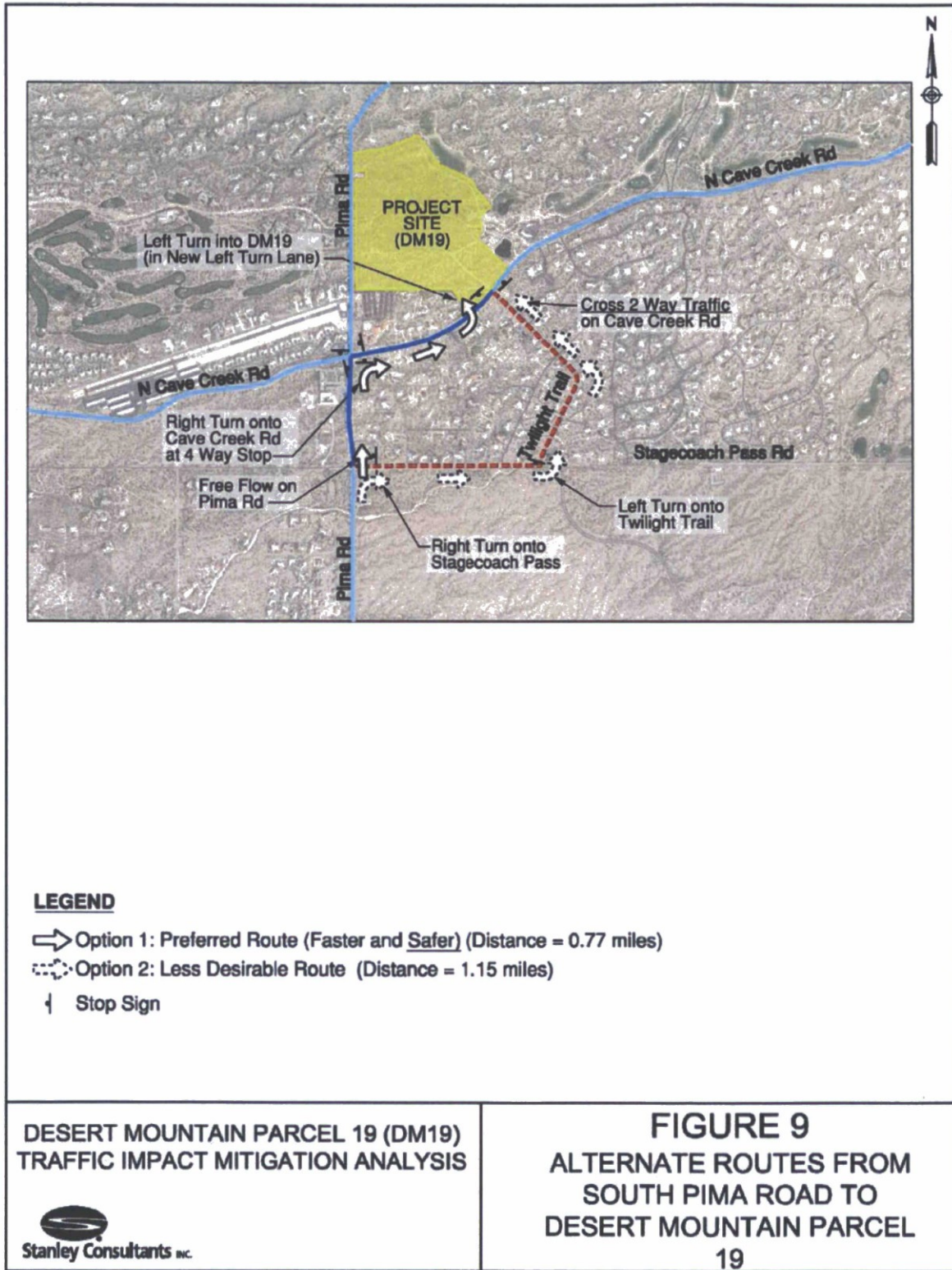


Figure 9 – Alternate Routes from South Pima Road to Desert Mountain Parcel 19

A few motorists may try the alternative Option 2 route through the residential neighborhood, but it is estimated and predicted that none of the traffic generated by the proposed Desert Mountain development will prefer Option 2 route through the neighborhood to the south on Pima Road. The trips generated by the proposed development were assigned to the roadway network based on alternative Option 1. The project is expected to add 220 daily vehicular trips onto southbound Pima Road north of Stagecoach Pass Road. The project is not expected to add any traffic on Stagecoach Pass Road east of Pima Road.

It is anticipated that the traffic proceeding straight across Cave Creek Road to Velvet Shadows will be limited to Velvet Shadows residents and neighbors going to and from the site with very few if any cutting through to get to Pima Road southbound. It is anticipated that the new proposed development will not disrupt or disturb the residential street operations to the south.

City of Scottsdale Draft Traffic Signal Warrant Study

The City of Scottsdale prepared a Draft Traffic Signal Warrant Study, April 2016 for the intersection of Pima Road/Stagecoach Pass Road. The study reviewed all the nine traffic signal warrants defined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD) and Warrant 1: Eight Hour Vehicular Volume, Warrant 2: Four Hour Vehicular Volume and Warrant 3: Peak Hour Vehicular Volume were met at this intersection. A traffic signal is warranted at this intersection. However, the City's draft report recommends consideration the construction of a roundabout at this intersection due to the reduced number of crashes, reduced number of serious injury and fatal accidents, the reduced traffic delay and the reduced speeds of a roundabout versus a traffic signal.

8. CONCLUSIONS AND RECOMMENDATIONS

- The proposed DM19 development would rezone the site from commercial development to 190 residential units and one short golf course.
- The proposed project is expected to generate an average of 887 net-new daily external vehicular trips, including 49 trips during the AM peak hour and 71 trips during the PM peak hour.
- The proposed development (887 trips) will generate 11 percent of the vehicular trips that would be generated by the existing approved commercial plan (8,367 trips).
- Under existing conditions, the study intersections operate at an overall LOS B or better and all the stop-controlled approaches operate at an overall LOS C or better during both peak hours.
- With the addition of project traffic to existing traffic volumes, the study intersections are expected to operate at the same LOS as existing conditions.

- The proposed development will not disrupt or disturb the residential street operations on the south side of Cave Creek Road.
- At the intersection of Pima Road/Stagecoach Pass Road, a traffic signal is warranted based on the City of Scottsdale Draft Traffic Signal Warrant Study, April 2016. However, the City has recommended to consider the construction of a roundabout at this intersection.

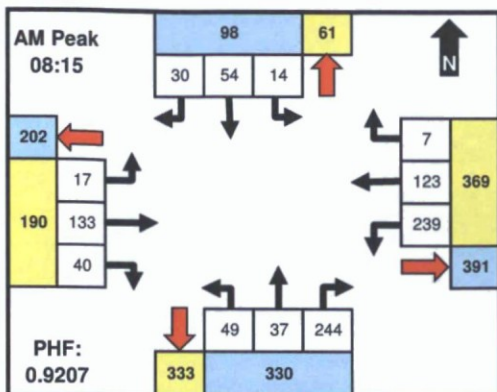
Recommendation

At the intersection of Cave Creek Road/Twilight Trail Access 1, it is recommended that the site access improvements include an eastbound left-turn lane, a westbound left-turn lane, a westbound right-turn lane, and a separate southbound right-turn lane, all with a minimum of 100 feet of storage length.

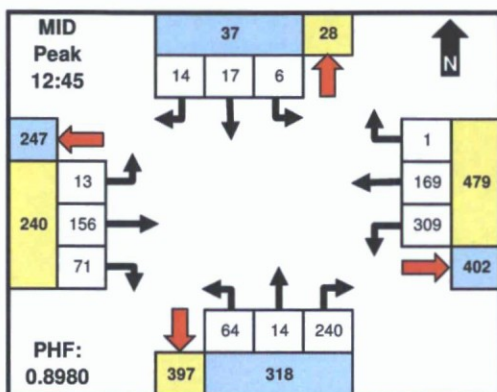
APPENDIX A
Traffic Volumes

Intersection TMC: 1602476
Count Date: 5/3/2016

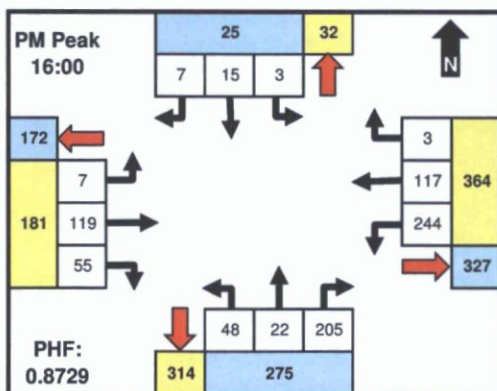
From North From East From South From West INTSEC
PIMA RD CAVE CREEK RD PIMA RD CAVE CREEK RD



Time	From North				From East				From South				From West				TOTAL
	LT	Thru	RT	Ped	LT	Thru	RT	Ped	LT	Thru	RT	Ped	LT	Thru	RT	Ped	
8:00	1	4	1	0	60	24	2	0	8	9	59	0	5	34	10	0	217
8:15	2	7	1	0	64	36	3	0	8	5	56	0	2	41	9	0	234
8:30	6	29	12	0	56	29	0	0	15	8	65	0	6	31	11	0	268
8:45	0	8	7	0	55	31	4	0	15	9	62	0	6	37	14	0	248
9:00	6	10	10	0	64	27	0	0	11	15	61	0	3	24	6	0	237
9:15	0	8	4	0	69	26	0	0	12	3	57	0	0	28	9	0	216
9:30	0	7	5	0	67	33	0	0	9	6	62	0	1	24	5	0	219
9:45	2	4	0	0	63	36	0	0	15	7	59	0	3	35	15	0	239
Total	17	77	40	0	498	242	9	0	93	62	481	0	26	254	79	0	1878
Pk Hr	14	54	30	0	239	123	7	0	49	37	244	0	17	133	40	0	987
PHF	0.583	0.466	0.625	0.000	0.934	0.854	0.438	0.000	0.817	0.617	0.938	0.000	0.708	0.811	0.714	0.000	0.921



Time	From North				From East				From South				From West				TOTAL
	LT	Thru	RT	Ped	LT	Thru	RT	Ped	LT	Thru	RT	Ped	LT	Thru	RT	Ped	
12:00	0	8	2	0	64	33	2	0	19	2	53	0	2	34	14	0	233
12:15	1	6	4	0	67	32	5	0	17	7	52	0	5	29	15	0	240
12:30	2	7	2	0	56	36	1	0	15	5	51	0	3	23	19	0	220
12:45	2	4	4	0	72	39	0	0	22	3	47	0	4	36	23	0	256
13:00	2	6	1	0	71	40	1	0	24	4	65	0	1	36	9	0	260
13:15	1	6	4	0	79	41	0	0	9	0	53	0	6	43	17	0	259
13:30	1	1	5	0	87	49	0	0	9	7	75	0	2	41	22	0	299
13:45	0	7	6	0	70	44	0	0	15	1	33	0	4	34	16	0	230
Total	9	45	28	0	566	314	9	0	130	29	429	0	27	276	135	0	1997
Pk Hr	6	17	14	0	309	169	1	0	64	14	240	0	13	156	71	0	1074
PHF	0.750	0.708	0.700	0.000	0.888	0.862	0.250	0.000	0.667	0.500	0.800	0.000	0.542	0.907	0.772	0.000	0.898



Time	From North				From East				From South				From West				TOTAL
	LT	Thru	RT	Ped	LT	Thru	RT	Ped	LT	Thru	RT	Ped	LT	Thru	RT	Ped	
16:00	1	5	3	0	70	37	0	0	12	4	59	0	2	31	18	0	242
16:15	2	2	2	0	63	26	1	0	9	7	44	0	4	30	13	0	203
16:30	0	4	2	0	53	26	1	0	11	8	50	0	1	33	6	0	195
16:45	0	4	0	0	58	28	1	0	16	3	52	0	0	25	18	0	205
17:00	2	9	4	0	58	23	2	0	17	2	45	0	3	23	7	0	195
17:15	0	4	2	0	66	29	0	0	9	2	41	0	3	31	21	0	208
17:30	0	4	3	0	64	20	2	0	14	3	45	0	3	25	9	0	192
17:45	0	2	1	0	45	20	1	0	13	9	31	0	1	15	10	0	148
Total	5	34	17	0	477	209	8	0	101	38	367	0	17	213	102	0	1588
Pk Hr	3	15	7	0	244	117	3	0	48	22	205	0	7	119	55	0	845
PHF	0.375	0.750	0.583	0.000	0.871	0.791	0.750	0.000	0.750	0.688	0.869	0.000	0.438	0.902	0.764	0.000	0.873

Intersection Statistics

Per	Peak Hour	Pk Hr Vol	Peak Intvl	Pk Intv Vol	PHF
AM	8:15 AM	987	8:30 AM	268	0.921
MID	12:45 PM	1074	1:30 PM	299	0.898
PM	4:00 PM	845	4:00 PM	242	0.873

Peak Hour Statistics by Approach

Per	Peak Hour	Vol	PHF	Peak Hour	Vol	PHF	Peak Hour	Vol	PHF	Peak Hour	Vol	PHF
AM	8:30 AM	100	0.532	9:00 AM	385	0.963	8:30 AM	333	0.946	8:00 AM	206	0.904
MID	12:00 PM	42	0.955	1:00 PM	482	0.886	12:45 PM	318	0.855	12:45 PM	240	0.909
PM	4:45 PM	32	0.533	4:00 PM	364	0.850	4:00 PM	275	0.917	4:00 PM	181	0.887

Comments

Approach & Departure Volumes (No Peds)

Per	Approach	Depart	Approach	Depart	Approach	Depart	Approach	Depart
AM	134	97	749	752	636	654	359	375
MID	82	65	889	714	588	746	438	472
PM	56	63	694	585	506	613	332	327

Traffic Research & Analysis, Inc.
 3844 East Indian School Road
 Phoenix, AZ 85018
 (602) 840-1500

Client: Stanley
 File Number: 1602472
 Route: N CAVE CREEK RD
 Location: W of N PIMA RD

Site Ref: 1
 Direction: EB
 Latitude: 33.8
 Longitude: -111.

Count Date	5/5/2016																Aver	
Count Time	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	
00:00	0	50																0
00:15	0	49																0
00:30	0	45																0
00:45	0	63																0
01:00	0	46																0
01:15	0	66																0
01:30	0	65																0
01:45	0	54																0
02:00	0	65																0
02:15	0	49																0
02:30	0	44																0
02:45	0	49																0
03:00	0	45																0
03:15	0	38																0
03:30	0	51																0
03:45	0	52																0
04:00	8	51																8
04:15	1	47																1
04:30	2	40																2
04:45	2	43																2
05:00	4	33																4
05:15	7	55																7
05:30	6	37																6
05:45	13	26																13
06:00	16	23																16
06:15	20	18																20
06:30	17	11																17
06:45	29	9																29
07:00	38	9																38
07:15	33	15																33
07:30	44	18																44
07:45	41	14																41
08:00	49	12																49
08:15	52	9																52
08:30	48	18																48
08:45	57	10																57
09:00	33	5																33
09:15	37	12																37
09:30	30	13																30
09:45	53	7																53
10:00	52	9																52
10:15	57	1																57
10:30	50	2																50
10:45	51	0																51
11:00	53	1																53
11:15	40	2																40
11:30	49	1																49
11:45	50	0																50
Totals	1042	1382	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1042
Day Total	2424		0		0		0		0		0		0		0		0	24
AM Pct	43.0%																	43.
Peak Hour	9:45	13:15																9:45
Peak Volume	212	250																212
P.H.F	0.9298	0.9470																0.9298

Traffic Research & Analysis, Inc.
3844 East Indian School Road
Phoenix, AZ 85018
(602) 840-1500

1180
8928

rage
PM
50
49
45
63
46
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38
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1382

24

0%

13:15
250
0.9470

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 3844 East Indian School Road
 Phoenix, AZ 85018
 (602) 840-1500

Client: Stanley
 File Number: 1602474
 Route: N PIMA RD
 Location: S of E CAVE CREEK RD

Site Ref: 1
 Direction: NB
 Latitude: 33.8169
 Longitude: -111.8913

Count Date		5/5/2016																Average	
Count Time	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	
00:00	2	130																2	130
00:15	0	159																0	159
00:30	2	121																2	121
00:45	2	146																2	146
01:00	1	182																1	182
01:15	4	120																4	120
01:30	3	182																3	182
01:45	1	97																1	97
02:00	0	149																0	149
02:15	1	137																1	137
02:30	1	131																1	131
02:45	2	122																2	122
03:00	1	150																1	150
03:15	1	129																1	129
03:30	1	130																1	130
03:45	1	146																1	146
04:00	3	127																3	127
04:15	9	105																9	105
04:30	15	120																15	120
04:45	36	129																36	129
05:00	25	110																25	110
05:15	32	94																32	94
05:30	31	103																31	103
05:45	48	86																48	86
06:00	36	113																36	113
06:15	82	89																82	89
06:30	95	60																95	60
06:45	113	56																113	56
07:00	121	66																121	66
07:15	126	67																126	67
07:30	158	68																158	68
07:45	186	61																186	61
08:00	143	61																143	61
08:15	117	64																117	64
08:30	152	55																152	55
08:45	179	43																179	43
09:00	156	44																156	44
09:15	130	32																130	32
09:30	157	38																157	38
09:45	164	32																164	32
10:00	129	18																129	18
10:15	111	15																111	15
10:30	124	11																124	11
10:45	116	8																116	8
11:00	132	10																132	10
11:15	138	5																138	5
11:30	129	3																129	3
11:45	142	2																142	2
Totals	3358	4126	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3358	4126
Day Total	7484	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7484	0
AM Pct	44.9%																	44.9%	
Peak Hour	8:45	12:45																8:45	12:45
Peak Volume	622	630																622	630
P.H.F	0.8687	0.8654																0.8687	0.8654

Traffic Research & Analysis, Inc.
 3844 East Indian School Road
 Phoenix, AZ 85018
 (602) 840-1500

Client: Stanley
 File Number: 1602475
 Route: PIMA RD
 Location: N of E CAVE CREEK RD

Site Ref: 1
 Direction: SB
 Latitude: 33.8193
 Longitude: -111.8913

Count Date	5/5/2016																Average		
	Count Time	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
00:00	0	9																0	9
00:15	0	10																0	10
00:30	0	11																0	11
00:45	0	9																0	9
01:00	0	10																0	10
01:15	2	10																2	10
01:30	1	8																1	8
01:45	0	13																0	13
02:00	0	6																0	6
02:15	0	23																0	23
02:30	0	10																0	10
02:45	2	6																2	6
03:00	1	11																1	11
03:15	0	11																0	11
03:30	0	6																0	6
03:45	0	6																0	6
04:00	0	10																0	10
04:15	1	5																1	5
04:30	1	6																1	6
04:45	1	3																1	3
05:00	0	15																0	15
05:15	0	6																0	6
05:30	0	8																0	8
05:45	4	2																4	2
06:00	1	5																1	5
06:15	3	4																3	4
06:30	4	5																4	5
06:45	3	1																3	1
07:00	5	3																5	3
07:15	6	3																6	3
07:30	14	1																14	1
07:45	7	0																7	0
08:00	5	0																5	0
08:15	6	7																6	7
08:30	48	13																48	13
08:45	16	2																16	2
09:00	25	0																25	0
09:15	13	1																13	1
09:30	13	0																13	0
09:45	6	1																6	1
10:00	7	0																7	0
10:15	9	0																9	0
10:30	8	1																8	1
10:45	9	0																9	0
11:00	4	0																4	0
11:15	14	0																14	0
11:30	13	0																13	0
11:45	11	0																11	0
Totals	263	261	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	263	261
Day Total	524		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	524	
AM Pct	50.2%																	50.2%	
Peak Hour	8:30	13:45																8:30	13:45
Peak Volume	102	52																102	52
P.H.F	0.5313	0.5652																0.5313	0.5652

Traffic Research & Analysis, Inc.
 3844 East Indian School Road
 Phoenix, AZ 85018
 (602) 840-1500

Client: Stanley
 File Number: 1602473
 Route: N CAVE CREEK RD
 Location: E of N PIMA RD

Site Ref: 1
 Direction: WB
 Latitude: 33.8188
 Longitude: -111.8891

Count Date		5/5/2016																Average	
Count Time	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	
00:00	2	92																2	92
00:15	0	119																0	119
00:30	0	99																0	99
00:45	1	120																1	120
01:00	1	119																1	119
01:15	2	126																2	126
01:30	0	140																0	140
01:45	1	121																1	121
02:00	0	130																0	130
02:15	0	133																0	133
02:30	0	130																0	130
02:45	1	140																1	140
03:00	1	120																1	120
03:15	1	106																1	106
03:30	0	101																0	101
03:45	0	105																0	105
04:00	8	113																8	113
04:15	1	93																1	93
04:30	4	82																4	82
04:45	4	91																4	91
05:00	7	84																7	84
05:15	12	94																12	94
05:30	11	88																11	88
05:45	25	70																25	70
06:00	30	78																30	78
06:15	37	59																37	59
06:30	31	49																31	49
06:45	53	36																53	36
07:00	69	39																69	39
07:15	60	26																60	26
07:30	79	23																79	23
07:45	74	23																74	23
08:00	89	20																89	20
08:15	104	17																104	17
08:30	93	10																93	10
08:45	94	11																94	11
09:00	93	15																93	15
09:15	100	22																100	22
09:30	111	19																111	19
09:45	105	17																105	17
10:00	107	20																107	20
10:15	113	7																113	7
10:30	125	9																125	9
10:45	132	7																132	7
11:00	116	6																116	6
11:15	122	2																122	2
11:30	95	3																95	3
11:45	114	2																114	2
Totals	2228	3136	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2228	3136
Day Total	5364		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5364	
AM Pct	41.5%																	41.5%	
Peak Hour	10:30	14:00																10:30	14:00
Peak Volume	495	533																495	533
P.H.F	0.9375	0.9518																0.9375	0.9518

APPENDIX B
Crash Data



Maricopa County Sheriff's Office

Location History



Period covered: January 1, 2012 to September 23, 2013

Incident/DR #	XRef Incident #	Disposition	Date	Time	Incident Location	Description of Call Type	Final Call Type	Deputy Serial #
MA12004289		8	1/8/2012	12:16:20 PM	E CAVE CREEK RD/N PIMA RD ,CRF	VEHICLE ACCIDENT W/INJURIES	962	S1481
MA12049718		8	3/22/2012	8:10:21 AM	E CAVE CREEK RD/N PIMA ,CRF	VEHICLE ACCIDENT W/INJURIES	962	S0997
MA12101315		8	6/7/2012	10:53:52 AM	E CAVE CREEK RD/N PIMA ,CRF	VEHICLE ACCIDENT NO INJURY	961	S1813
MA12105441		8	6/13/2012	8:23:13 PM	E CAVE CREEK RD/N PIMA ,CRF	VEHICLE ACCIDENT NO INJURY	961	S0950
MA12134068		10	7/28/2012	7:40:51 AM	E CAVE CREEK RD/N PIMA ,CRF	INJURED/SICK PERSON	901	S1179
MA13031502		8	2/16/2013	3:48:06 PM	E CAVE CREEK RD/N PIMA RD ,CRF	VEHICLE ACCIDENT FATALITY	963	S1179
MA13128644		8	7/5/2013	3:03:55 PM	E CAVE CREEK RD/N PIMA ,CRF	VEHICLE ACCIDENT W/INJURIES	962	S1179

Disposition Descriptions

- 1 Information Received
- 2 Police Service Report Written (DR) Incident # is DR #
- 3 Unable to Locate/Gone on Arrival
- 4 Civil Matter
- 5 Detail Completed
- 6 Offense Report Written (DR) Incident # is DR #
- 7 Field interview card completed
- 8 Vehicle Accident Report Written (DR) Incident # is DR #
- 9 Assist to other Agency-
- 10 Turned Over to other Agency
- 11 Property Invoice (only) Written (DR) Incident # is DR #
- 12 Tow Truck Request (only) Written (DR) Incident # is DR #
- 13 Cancel Incident Prior to unit being Dispatched
- 14 Cancel Incident after Unit has been Dispatched





Maricopa County Sheriff's Office Location History



Period covered: September 24, 2013 to May 31, 2016

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC13223818	IR13189397		11/21/2013	11:14:37	771609 - A476

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC13226990	IR13189753		11/26/2013	09:21:03	117502 -

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

N PIMA RD/E CAVE CREEK RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14006587	IR14000796		01/11/2014	13:10:54	771285 - A433

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14020884	IR14002655		02/02/2014	12:35:20	119326 -

Description of Event:

VEHICLE CRASH NO INJURY HIT AND RUN 961

Event Location

N PIMA RD/E CAVE CREEK RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14034790	IR14004364		02/22/2014	14:52:10	771647 - A434

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14116282	IR14014529		06/24/2014	14:52:20	771179 - A434

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14170080	IR14020971		09/10/2014	06:53:31	771869 - A430

Description of Event:

VEHICLE CRASH W/INJURIES

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14230738	IR14028556		12/08/2014	20:54:15	770920 - L433

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC14230942	IR14028577		12/09/2014	08:33:30	771256 - A434

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

N PIMA RD/E CAVE CREEK RD

Location Name:

:JUST NOF

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC15041194	IR15004978		02/27/2015	13:55:50	771356 - A434

Description of Event:

VEHICLE CRASH NO INJURY 961 INVOLVING ALCOHOL

Event Location

N PIMA RD/E CAVE CREEK RD

Location Name:

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC15285997	IR15032965		12/25/2015	18:20:45	772059 - L434

Description of Event:

VEHICLE CRASH NO INJURY HIT AND RUN 961

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC16094247	IR16010732		04/22/2016	15:49:42	771609 - A476

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

E CAVE CREEK RD/N PIMA RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC16108646	IR16012387		05/09/2016	13:38:01	772047 - A434

Description of Event:

VEHICLE CRASH NO INJURY

Event Location

N PIMA RD/E CAVE CREEK RD

Location Name:

Event #	IR #	Cross Reference Event	Date	Time	Deputy/DO Serial # - Unit
MC16114098	IR16013036		05/15/2016	18:23:16	771414 - L430

Description of Event:

VEHICLE CRASH W/INJURIES

Event Location

N PIMA RD/E CAVE CREEK RD

Location Name:

CITY OF SCOTTSDALE

'11 -'12 COLLISION SUMMARY

REPORT #	DATE YYMMDD	TIME HHMM	NORTH / SOUTH ST.	TYPE	EAST WEST ST.	TYPE	DIR FROM	DIST FROM	INJ. SEV.		PHYS. COND.		VIOLATION		ACTION		TRAV. DIR.		MANNER OF COLLISION	COMMENTS
									#1	#2	#1	#2	#1	#2	#1	#2	#1	#2		
11-06062	110312	1639	PIMA		STAGECOACH PASS	RD	AT		1	1	0	0	3	0	4	1	E	S	4	
12-22365	121009	0703	PIMA	RD	STAGECOACH PASS	RD	AT		1	1	0	0	7	1	4	1	SB	NB	3	
12-26524	121129	1039	PIMA	RD	STAGECOACH PASS	RD	W	250	1	3	0	0	7	1	6	1	WB	WB	3	

REPORT #	DATE YYMMDD HHMM	TIME	NORTH / SOUTH ST.	TYPE	EAST WEST ST.	TYPE	DIR	DIST FROM	INJ. SEV.		PHYS. COND.		VIOLATION		ACTION		TRAV. DIR.		MANNER OF COLLISION	COMMENTS
									#1	#2	#1	#2	#1	#2	#1	#2	#1	#2		

KEY (January 1, 2011-June 21,2011)

INJURY SEVERITY: 1=NO INJURY, 2=POSSIBLE INJURY, 3=NON-INCAPACITATING INJURY, 4=INCAPACITATING INJURY, 5=FATAL INJURY, 99=NOT REPORTED / UNKNOWN

PHYSICAL CONDITION: 0=NO APPARENT INFLUENCE, 1=ILLNESS, 2=PHYSICAL IMPAIRMENT, 3=FELL ASLEEP / FATIGUED 4=ALCOHOL, 5=DRUGS, 6=MEDICATIONS, A=NO TEST GIVEN, B=TEST GIVEN, C=TEST REFUSED, D=TESTING UNKNOWN, 97=OTHER, 99=UNKNOWN

VIOLATION: 0=NO IMPROPER ACTION, 1=SPEED TOO FAST FOR CONDITIONS, 2=EXCEEDED LAWFUL SPEED 3=FAILED TO YIELD RIGHT-OF-WAY, 4=FOLLOWED TOO CLOSELY, 5=FAILED TO OBEY STOP SIGN, 6=FAILED TO STOP FOR RED SIGNAL, 7=DISREGARDED TRAFFIC SIGNAL 8=MADE IMPROPER TURN, 9=DROVE/RODE IN OPPOSING TRAFFIC LANE, 10=KNOWINGLY OPERATED WITH FAULTY / MISSING EQUIPMENT, 11=REQUIRED MOTORCYCLE SAFETY EQUIPMENT NOT USED, 12=PASSED IN NO PASSING ZONE, 13=UNSAFE LANE CHANGE, 14=FAILED TO KEEP IN PROPER LANE, 15=DISREGARDED PAVEMENT MARKINGS, 16=OTHER UNSAFE PASSING, 17=INATTENTION/DISTRACTION, 18=DID NOT USE CROSSWALK, 19=WALKED ON WRONG SIDE OF ROAD, 20 ELECTRONIC COMMUNICATIONS DEVICE, 97=OTHER, 99 UNKNOWN

ACTION: 1=GOING STRAIGHT AHEAD, 2=SLOWING IN TRAFFICWAY, 3=STOPPED IN TRAFFICWAY, 4=MAKING LEFT TURN, 5=MAKING RIGHT TURN, 6=MAKING U-TURN, 7=OVERTAKING/PASSING, 8=CHANGING LANES, 9=NEGOTIATING A CURVE, 10=BACKING, 11=AVOIDING VEH/OBJ/PED/CYCLIST/ANIMAL, 12=ENTERING PARKING POSITION, 13=LEAVING PARKING POSITION, 14=PROPERLY PARKED, 15=IMPROPERLY PARKED, 16=DRIVERLESS MOVING VEHICLE, 17=CROSSING ROAD, 18=WALKING WITH TRAFFIC, 19=WALKING AGAINST TRAFFIC, 20=STANDING, 21=LYING, 22=GETTING ON OR OFF VEHICLE, 23=WORKING ON/PUSHING VEHICLE, 24=WORKING ON ROAD, 97=OTHER, 99=UNKNOWN

MANNER OF COLLISION: 1=SINGLE VEHICLE, 2=ANGLE (front to side) SAME DIRECTION, 3=ANGLE (front to side) OPPOSITE DIRECTION, 4=ANGLE (front to side) RIGHT ANGLE, 5=ANGLE - DIRECTION NOT SPECIFIED, 6=REAR END, 7=HEAD-ON, 8=SIDESWIPE, SAME DIRECTION, 9=SIDESWIPE, OPPOSITE DIRECTION, 10=REAR-TO-SIDE 11=REAR-TO-REAR 97=OTHER 99=UNKNOWN D=U-Turn, @=Pedestrian, #=Pedalcycle

KEY (June 22, 2011-December 31,2012)

INJURY SEVERITY: 1=NO INJURY, 2=POSSIBLE INJURY, 3=NON-INCAPACITATING INJURY, 4=INCAPACITATING INJURY, 5=FATAL INJURY, 99=NOT REPORTED / UNKNOWN

PHYSICAL CONDITION: 0=NO APPARENT INFLUENCE, 1=ILLNESS, 2=PHYSICAL IMPAIRMENT, 3=FELL ASLEEP / FATIGUED 4=ALCOHOL, 5=DRUGS, 6=MEDICATIONS, A=NO TEST GIVEN, B=TEST GIVEN, C=TEST REFUSED, D=TESTING UNKNOWN, 97=OTHER, 99=UNKNOWN

VIOLATION: 1=NO IMPROPER ACTION, 2=SPEED TOO FAST FOR CONDITIONS, 3=EXCEEDED LAWFUL SPEED 4=FOLLOWED TOO CLOSELY, 5=RAN STOP SIGN, 6=DISREGARDED TRAFFIC SIGNAL 7=MADE IMPROPER TURN, 8=DROVE/RODE IN OPPOSING TRAFFIC LANE, 9=KNOWINGLY OPERATED WITH FAULTY / MISSING EQUIPMENT, 10=REQUIRED MOTORCYCLE SAFETY EQUIPMENT NOT USED, 11=PASSED IN NO PASSING ZONE, 12=UNSAFE LANE CHANGE, 13=FAILED TO KEEP IN PROPER LANE, 14=DISREGARDED PAVEMENT MARKINGS, 15=OTHER UNSAFE PASSING, 16=INATTENTION/DISTRACTION, 17=DID NOT USE CROSSWALK, 18=WALKED ON WRONG SIDE OF ROAD, 19=ELECTRONIC COMMUNICATIONS DEVICE, 97=OTHER, 99 UNKNOWN

ACTION: 1=GOING STRAIGHT AHEAD, 2=SLOWING IN TRAFFICWAY, 3=STOPPED IN TRAFFICWAY, 4=MAKING LEFT TURN, 5=MAKING RIGHT TURN, 6=MAKING U-TURN, 7=OVERTAKING/PASSING, 8=CHANGING LANES, 9=NEGOTIATING A CURVE, 10=BACKING, 11=AVOIDING VEH/OBJ/PED/CYCLIST/ANIMAL, 12=ENTERING PARKING POSITION, 13=LEAVING PARKING POSITION, 14=PROPERLY PARKED, 15=IMPROPERLY PARKED, 16=DRIVERLESS MOVING VEHICLE, 17=CROSSING ROAD, 18=WALKING WITH TRAFFIC, 19=WALKING AGAINST TRAFFIC, 20=STANDING, 21=LYING, 22=GETTING ON OR OFF VEHICLE, 23=WORKING ON/PUSHING VEHICLE, 24=WORKING ON ROAD, 97=OTHER, 99=UNKNOWN

MANNER OF COLLISION: 1=SINGLE VEHICLE, 2=ANGLE (front to side, other than left turn), 3=LEFT TURN, 4=REAR END, 5=HEAD-ON (front to front, other than left turn), 6=SIDESWIPE (same direction), 7=SIDESWIPE (opposite direction), 8=REAR-TO-SIDE, 9=REAR TO REAR, 97=OTHER, 99=UNKNOWN

TOTAL 3

CITY OF SCOTTSDALE

'13 -'14 COLLISION SUMMARY

REPORT #	DATE YYMMDD	TIME HHMM	NORTH / SOUTH ST.	TYPE	EAST WEST ST.	TYPE	DIR FROM	DIST FROM	INJ. SEV.		PHYS. COND.		VIOLATION		ACTION		TRAV. DIR.		MANNER OF COLLISION	COMMENTS
									#1	#2	#1	#2	#1	#2	#1	#2	#1	#2		
14-27050	141216	0651	PIMA	RD	STAGECOACH PASS	RD	AT		1	1	0	0	97	1	4	97	SB	SB	3	CAR/BICYCLE
14-22373	141017	1554	PIMA	RD	STAGECOACH PASS	RD	AT		1	1	97	0	97	1	1	1	wb	nb	2	
14-16986	140807	1500	PIMA	RD	STAGECOACH PASS	RD	AT		3	1	0	0	97	1	1	1	EB	SB	2	

KEY

INJURY SEVERITY: 1=NO INJURY, 2=POSSIBLE INJURY, 3=NON-INCAPACITATING INJURY, 4=INCAPACITATING INJURY, 5=FATAL INJURY, 99=NOT REPORTED / UNKNOWN

PHYSICAL CONDITION: 0=NO APPARENT INFLUENCE, 1=ILLNESS, 2=PHYSICAL IMPAIRMENT, 3=FELL ASLEEP / FATIGUED 4=ALCOHOL, 5=DRUGS, 6=MEDICATIONS, A=NO TEST GIVEN, B=TEST GIVEN, C=TEST REFUSED, D=TESTING UNKNOWN, 97=OTHER, 99=UNKNOWN

VIOLATION: 1=NO IMPROPER ACTION, 2=SPEED TOO FAST FOR CONDITIONS, 3=EXCEEDED LAWFUL SPEED 4=FOLLOWED TOO CLOSELY, 5=RAN STOP SIGN, 6=DISREGARDED TRAFFIC SIGNAL 7=MADE IMPROPER TURN, 8=DROVE/RODE IN OPPOSING TRAFFIC LANE, 9=KNOWINGLY OPERATED WITH FAULTY / MISSING EQUIPMENT, 10=REQUIRED MOTORCYCLE SAFETY EQUIPMENT NOT USED, 11=PASSED IN NO PASSING ZONE, 12=UNSAFE LANE CHANGE, 13=FAILED TO KEEP IN PROPER LANE, 14=DISREGARDED PAVEMENT MARKINGS, 15=OTHER UNSAFE PASSING, 16=INATTENTION/DISTRACTION, 17=DID NOT USE CROSSWALK, 18=WALKED ON WRONG SIDE OF ROAD, 19=ELECTRONIC COMMUNICATIONS DEVICE, 20=FAILED TO YIELD RIGHT OF WAY (added August 2014), 97=OTHER, 99 UNKNOWN

ACTION: 1=GOING STRAIGHT AHEAD, 2=SLOWING IN TRAFFICWAY, 3=STOPPED IN TRAFFICWAY, 4=MAKING LEFT TURN, 5=MAKING RIGHT TURN, 6=MAKING U-TURN, 7=OVERTAKING/PASSING, 8=CHANGING LANES, 9=NEGOTIATING A CURVE, 10=BACKING, 11=AVOIDING VEH/OBJ/PED/CYCLIST/ANIMAL, 12=ENTERING PARKING POSITION, 13=LEAVING PARKING POSITION, 14=PROPERLY PARKED, 15=IMPROPERLY PARKED, 16=DRIVERLESS MOVING VEHICLE, 17=CROSSING ROAD, 18=WALKING WITH TRAFFIC, 19=WALKING AGAINST TRAFFIC, 20=STANDING, 21=LYING, 22=GETTING ON OR OFF VEHICLE, 23=WORKING ON/PUSHING VEHICLE, 24=WORKING ON ROAD, 97=OTHER, 99=UNKNOWN

MANNER OF COLLISION: 1=SINGLE VEHICLE, 2=ANGLE (front to side, other than left turn), 3=LEFT TURN, 4=REAR END (front to rear), 5=HEAD-ON (front to front, other than left turn), 6=SIDESWIPE (same direction), 7=SIDESWIPE (opposite direction), 8=REAR-TO-SIDE, 9=REAR TO REAR, 97=OTHER, 99=UNKNOWN

TOTAL 3

CITY OF SCOTTSDALE

'15 -'16 COLLISION SUMMARY

REPORT #	DATE YYMMDD	TIME HHMM	NORTH / SOUTH ST.	TYPE	EAST WEST ST.	TYPE	DIR FROM	DIST FROM	INJ. SEV.		PHYS. COND.		VIOLATION		ACTION		TRAV. DIR.		MANNER OF COLLISION	COMMENTS
									#1	#2	#1	#2	#1	#2	#1	#2	#1	#2		
15-13326	150613	1633	PIMA	RD	STAGECOACH	PASS	E	101	3	0	1	1	1	1	1	WB	1			

KEY

INJURY SEVERITY: 1=NO INJURY, 2=POSSIBLE INJURY, 3=NON-INCAPACITATING INJURY, 4=INCAPACITATING INJURY, 5=FATAL INJURY, 99=NOT REPORTED / UNKNOWN

PHYSICAL CONDITION: 0=NO APPARENT INFLUENCE, 1=ILLNESS, 2=PHYSICAL IMPAIRMENT, 3=FELL ASLEEP / FATIGUED 4=ALCOHOL, 5=DRUGS, 6=MEDICATIONS, A=NO TEST GIVEN, B=TEST GIVEN, C=TEST REFUSED, D=TESTING UNKNOWN, 97=OTHER, 99=UNKNOWN

VIOLATION: 1=NO IMPROPER ACTION, 2=SPEED TOO FAST FOR CONDITIONS, 3=EXCEEDED LAWFUL SPEED 4=FOLLOWED TOO CLOSELY. 5=RAN STOP SIGN, 6=DISREGARDED TRAFFIC SIGNAL 7=MADE IMPROPER TURN, 8=DROVE/RODE IN OPPOSING TRAFFIC LANE, 9=KNOWINGLY OPERATED WITH FAULTY / MISSING EQUIPMENT, 10=REQUIRED MOTORCYCLE SAFETY EQUIPMENT NOT USED, 11=PASSED IN NO PASSING ZONE, 12=UNSAFE LANE CHANGE, 13=FAILED TO KEEP IN PROPER LANE, 14=DISREGARDED PAVEMENT MARKINGS, 15=OTHER UNSAFE PASSING, 16=INATTENTION/DISTRACTION, 17=DIID NOT USE CROSSWALK, 18=WALKED ON WRONG SIDE OF ROAD, 19=ELECTRONIC COMMUNICATIONS DEVICE, 20=FAILED TO YIELD RIGHT OF WAY (added August 2014), 97=OTHER, 99 UNKNOWN

ACTION: 1=GOING STRAIGHT AHEAD, 2=SLOWING IN TRAFFICWAY, 3=STOPPED IN TRAFFICWAY, 4=MAKING LEFT TURN, 5=MAKING RIGHT TURN, 6=MAKING U-TURN, 7=OVERTAKING/PASSING, 8=CHANGING LANES, 9=NEGOTIATING A CURVE, 10=BACKING, 11=AVOIDING VEH/OBJ/PED/CYCLIST/ANIMAL, 12=ENTERING PARKING POSITION, 13=LEAVING PARKING POSITION, 14=PROPERLY PARKED, 15=IMPROPERLY PARKED, 16=DRIVERLESS MOVING VEHICLE, 17=CROSGING ROAD, 18=WALKING WITH TRAFFIC, 19=WALKING AGAINST TRAFFIC, 20=STANDING, 21=LYING, 22=GETTING ON OR OFF VEHICLE, 23=WORKING ON/PUSHING VEHICLE, 24=WORKING ON ROAD, 97=OTHER, 99=UNKNOWN

MANNER OF COLLISION: 1=SINGLE VEHICLE, 2=ANGLE (front to side, other than left turn), 3=LEFT TURN, 4=REAR END (front to rear), 5=HEAD-ON (front to front, other than left turn), 6=SIDESWIPE (same direction), 7=SIDESWIPE (opposite direction), 8=REAR-TO-SIDE, 9=REAR TO REAR, 97=OTHER, 99=UNKNOWN

TOTAL 1

APPENDIX C
Capacity Analysis

Intersection												
Intersection Delay, s/veh	13.4											
Intersection LOS	B											
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Traffic Vol, veh/h	0	17	133	40	0	239	123	7	0	49	37	244
Future Vol, veh/h	0	17	133	40	0	239	123	7	0	49	37	244
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	18	145	43	0	260	134	8	0	53	40	265
Number of Lanes	0	1	2	0	0	1	2	0	0	0	1	1

Approach	EB	WB	NB
Opposing Approach	WB	EB	SB
Opposing Lanes	3	3	2
Conflicting Approach Left	SB	NB	EB
Conflicting Lanes Left	2	2	3
Conflicting Approach Right	NB	SB	WB
Conflicting Lanes Right	2	2	3
HCM Control Delay	11.4	15.1	13.3
HCM LOS	B	C	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	EBLn3	WBLn1	WBLn2	WBLn3	SBLn1	SBLn2
Vol Left, %	57%	0%	100%	0%	0%	100%	0%	0%	21%	0%
Vol Thru, %	43%	0%	0%	100%	53%	0%	100%	85%	79%	0%
Vol Right, %	0%	100%	0%	0%	47%	0%	0%	15%	0%	100%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	86	244	17	89	84	239	82	48	68	30
LT Vol	49	0	17	0	0	239	0	0	14	0
Through Vol	37	0	0	89	44	0	82	41	54	0
RT Vol	0	244	0	0	40	0	0	7	0	30
Lane Flow Rate	93	265	18	96	92	260	89	52	74	33
Geometry Grp	8	8	8	8	8	8	8	8	8	8
Degree of Util (X)	0.184	0.449	0.04	0.195	0.177	0.518	0.165	0.095	0.156	0.062
Departure Headway (Hd)	7.187	6.199	7.786	7.276	6.937	7.29	6.781	6.678	7.609	6.799
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	502	583	462	495	520	499	532	540	474	529
Service Time	4.887	3.899	5.492	4.982	4.643	4.99	4.481	4.378	5.32	4.51
HCM Lane V/C Ratio	0.185	0.455	0.039	0.194	0.177	0.521	0.167	0.096	0.156	0.062
HCM Control Delay	11.5	13.9	10.8	11.7	11.1	17.6	10.8	10.1	11.7	10
HCM Lane LOS	B	B	B	B	B	C	B	B	B	A
HCM 95th-tile Q	0.7	2.3	0.1	0.7	0.6	2.9	0.6	0.3	0.5	0.2

Intersection				
Intersection Delay, s/veh				
Intersection LOS				
Movement	SBU	SBL	SBT	SBR
Traffic Vol, veh/h	0	14	54	30
Future Vol, veh/h	0	14	54	30
Peak Hour Factor	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2
Mvmt Flow	0	15	59	33
Number of Lanes	0	0	1	1
Approach	SB			
Opposing Approach	NB			
Opposing Lanes	2			
Conflicting Approach Left	WB			
Conflicting Lanes Left	3			
Conflicting Approach Right	EB			
Conflicting Lanes Right	3			
HCM Control Delay	11.2			
HCM LOS	B			
Lane				

Intersection

Int Delay, s/veh 0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Traffic Vol, veh/h	386	5	1	355	14	3
Future Vol, veh/h	386	5	1	355	14	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	420	5	1	386	15	3

Major/Minor	Major1	Major2	Minor1			
Conflicting Flow All	0	0	425	0	617	212
Stage 1	-	-	-	-	422	-
Stage 2	-	-	-	-	195	-
Critical Hdwy	-	-	4.14	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	2.22	-	3.52	3.32
Pot Cap-1 Maneuver	-	-	1131	-	422	793
Stage 1	-	-	-	-	629	-
Stage 2	-	-	-	-	819	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1131	-	422	793
Mov Cap-2 Maneuver	-	-	-	-	422	-
Stage 1	-	-	-	-	629	-
Stage 2	-	-	-	-	818	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	13.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	460	-	-	1131	-
HCM Lane V/C Ratio	0.04	-	-	0.001	-
HCM Control Delay (s)	13.2	-	-	8.2	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection												
Intersection Delay, s/veh	12.6											
Intersection LOS	B											

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Traffic Vol, veh/h	0	7	119	55	0	244	117	3	0	48	22	205
Future Vol, veh/h	0	7	119	55	0	244	117	3	0	48	22	205
Peak Hour Factor	0.92	0.87	0.87	0.87	0.92	0.87	0.87	0.87	0.92	0.87	0.87	0.87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	8	137	63	0	280	134	3	0	55	25	236
Number of Lanes	0	1	2	0	0	1	2	0	0	0	1	1

Approach	EB	WB	NB
Opposing Approach	WB	EB	SB
Opposing Lanes	3	3	2
Conflicting Approach Left	SB	NB	EB
Conflicting Lanes Left	2	2	3
Conflicting Approach Right	NB	SB	WB
Conflicting Lanes Right	2	2	3
HCM Control Delay	10.6	14.4	11.8
HCM LOS	B	B	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	EBLn3	WBLn1	WBLn2	WBLn3	SBLn1	SBLn2
Vol Left, %	69%	0%	100%	0%	0%	100%	0%	0%	17%	0%
Vol Thru, %	31%	0%	0%	100%	42%	0%	100%	93%	83%	0%
Vol Right, %	0%	100%	0%	0%	58%	0%	0%	7%	0%	100%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	70	205	7	79	95	244	78	42	18	7
LT Vol	48	0	7	0	0	244	0	0	3	0
Through Vol	22	0	0	79	40	0	78	39	15	0
RT Vol	0	205	0	0	55	0	0	3	0	7
Lane Flow Rate	80	236	8	91	109	280	90	48	21	8
Geometry Grp	8	8	8	8	8	8	8	8	8	8
Degree of Util (X)	0.153	0.381	0.016	0.17	0.19	0.523	0.154	0.082	0.042	0.015
Departure Headway (Hd)	6.86	5.817	7.208	6.701	6.288	6.707	6.201	6.15	7.305	6.516
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	521	617	495	533	568	536	577	581	488	546
Service Time	4.617	3.574	4.972	4.465	4.052	4.46	3.954	3.904	5.083	4.294
HCM Lane V/C Ratio	0.154	0.382	0.016	0.171	0.192	0.522	0.156	0.083	0.043	0.015
HCM Control Delay	10.9	12.1	10.1	10.8	10.5	16.6	10.1	9.5	10.4	9.4
HCM Lane LOS	B	B	B	B	B	C	B	A	B	A
HCM 95th-tile Q	0.5	1.8	0	0.6	0.7	3	0.5	0.3	0.1	0

Intersection				
Intersection Delay, s/veh				
Intersection LOS				
Movement	SBU	SBL	SBT	SBR
Traffic Vol, veh/h	0	3	15	7
Future Vol, veh/h	0	3	15	7
Peak Hour Factor	0.92	0.87	0.87	0.87
Heavy Vehicles, %	2	2	2	2
Mvmt Flow	0	3	17	8
Number of Lanes	0	0	1	1
Approach		SB		
Opposing Approach		NB		
Opposing Lanes		2		
Conflicting Approach Left		WB		
Conflicting Lanes Left		3		
Conflicting Approach Right		EB		
Conflicting Lanes Right		3		
HCM Control Delay		10.1		
HCM LOS		B		
Lane				

Intersection

Int Delay, s/veh 0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Traffic Vol, veh/h	312	15	4	355	9	2
Future Vol, veh/h	312	15	4	355	9	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	339	16	4	386	10	2

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	355	0	549	178
Stage 1	-	-	-	-	347	-
Stage 2	-	-	-	-	202	-
Critical Hdwy	-	-	4.14	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	2.22	-	3.52	3.32
Pot Cap-1 Maneuver	-	-	1200	-	466	834
Stage 1	-	-	-	-	687	-
Stage 2	-	-	-	-	812	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1200	-	464	834
Mov Cap-2 Maneuver	-	-	-	-	464	-
Stage 1	-	-	-	-	687	-
Stage 2	-	-	-	-	809	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	12.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	505	-	-	1200	-
HCM Lane V/C Ratio	0.024	-	-	0.004	-
HCM Control Delay (s)	12.3	-	-	8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection													
Intersection Delay, s/veh	13.6												
Intersection LOS	B												
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	
Traffic Vol, veh/h	0	19	136	40	0	242	124	7	0	49	39	250	
Future Vol, veh/h	0	19	136	40	0	242	124	7	0	49	39	250	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	21	148	43	0	263	135	8	0	53	42	272	
Number of Lanes	0	1	2	0	0	1	2	0	0	0	1	1	
Approach													
	EB							WB					NB
Opposing Approach	WB							EB					SB
Opposing Lanes	3							3					2
Conflicting Approach Left	SB							NB					EB
Conflicting Lanes Left	2							2					3
Conflicting Approach Right	NB							SB					WB
Conflicting Lanes Right	2							2					3
HCM Control Delay	11.5						15.4			13.5			
HCM LOS	B						C			B			
Lane	NBLn1	NBLn2	EBLn1	EBLn2	EBLn3	WBLn1	WBLn2	WBLn3	SBLn1	SBLn2			
Vol Left, %	56%	0%	100%	0%	0%	100%	0%	0%	20%	0%			
Vol Thru, %	44%	0%	0%	100%	53%	0%	100%	86%	80%	0%			
Vol Right, %	0%	100%	0%	0%	47%	0%	0%	14%	0%	100%			
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop			
Traffic Vol by Lane	88	250	19	91	85	242	83	48	69	31			
LT Vol	49	0	19	0	0	242	0	0	14	0			
Through Vol	39	0	0	91	45	0	83	41	55	0			
RT Vol	0	250	0	0	40	0	0	7	0	31			
Lane Flow Rate	96	272	21	99	93	263	90	53	75	34			
Geometry Grp	8	8	8	8	8	8	8	8	8	8			
Degree of Util (X)	0.189	0.464	0.045	0.201	0.181	0.529	0.168	0.097	0.16	0.064			
Departure Headway (Hd)	7.235	6.253	7.854	7.343	7.008	7.357	6.848	6.744	7.683	6.875			
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Cap	499	579	458	492	515	495	527	535	469	523			
Service Time	4.935	3.953	5.56	5.049	4.714	5.057	4.548	4.444	5.395	4.586			
HCM Lane V/C Ratio	0.192	0.47	0.046	0.201	0.181	0.531	0.171	0.099	0.16	0.065			
HCM Control Delay	11.6	14.2	10.9	11.9	11.3	18	10.9	10.2	11.9	10.1			
HCM Lane LOS	B	B	B	B	B	C	B	B	B	B			
HCM 95th-tile Q	0.7	2.4	0.1	0.7	0.7	3	0.6	0.3	0.6	0.2			

Intersection				
Intersection Delay, s/veh				
Intersection LOS				
Movement	SBU	SBL	SBT	SBR
Traffic Vol, veh/h	0	14	55	31
Future Vol, veh/h	0	14	55	31
Peak Hour Factor	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2
Mvmt Flow	0	15	60	34
Number of Lanes	0	0	1	1
Approach	SB			
Opposing Approach	NB			
Opposing Lanes	2			
Conflicting Approach Left	WB			
Conflicting Lanes Left	3			
Conflicting Approach Right	EB			
Conflicting Lanes Right	3			
HCM Control Delay	11.3			
HCM LOS	B			
Lane				

Intersection													
Int Delay, s/veh	0.6												

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	9	386	5	1	355	23	14	0	3	7	0	4
Future Vol, veh/h	9	386	5	1	355	23	14	0	3	7	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	0	-	100	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	420	5	1	386	25	15	0	3	8	0	4

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	386	0	0	425	0	0	637	830	212	617	833	193
Stage 1	-	-	-	-	-	-	442	442	-	388	388	-
Stage 2	-	-	-	-	-	-	195	388	-	229	445	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1169	-	-	1131	-	-	362	304	793	374	303	816
Stage 1	-	-	-	-	-	-	564	575	-	607	607	-
Stage 2	-	-	-	-	-	-	788	607	-	753	573	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1169	-	-	1131	-	-	357	301	793	370	300	816
Mov Cap-2 Maneuver	-	-	-	-	-	-	357	301	-	370	300	-
Stage 1	-	-	-	-	-	-	559	570	-	602	606	-
Stage 2	-	-	-	-	-	-	783	606	-	743	568	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0	14.6	13
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	395	1169	-	-	1131	-	-	462
HCM Lane V/C Ratio	0.047	0.008	-	-	0.001	-	-	0.026
HCM Control Delay (s)	14.6	8.1	-	-	8.2	-	-	13
HCM Lane LOS	B	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0.1

Intersection

Int Delay, s/veh 0.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Traffic Vol, veh/h	2	0	61	4	0	98
Future Vol, veh/h	2	0	61	4	0	98
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	0	66	4	0	107

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	175	68	0 0 71 0
Stage 1	68	-	- - - -
Stage 2	107	-	- - - -
Critical Hdwy	6.42	6.22	- - 4.12 -
Critical Hdwy Stg 1	5.42	-	- - - -
Critical Hdwy Stg 2	5.42	-	- - - -
Follow-up Hdwy	3.518	3.318	- - 2.218 -
Pot Cap-1 Maneuver	815	995	- - 1529 -
Stage 1	955	-	- - - -
Stage 2	917	-	- - - -
Platoon blocked, %			- - - -
Mov Cap-1 Maneuver	815	995	- - 1529 -
Mov Cap-2 Maneuver	815	-	- - - -
Stage 1	955	-	- - - -
Stage 2	917	-	- - - -

Approach	WB	NB	SB
HCM Control Delay, s	9.4	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	- 815	1529	-
HCM Lane V/C Ratio	-	- 0.003	-	-
HCM Control Delay (s)	-	- 9.4	0	-
HCM Lane LOS	-	- A	A	-
HCM 95th %tile Q(veh)	-	- 0	0	-

Intersection												
Intersection Delay, s/veh	13											
Intersection LOS	B											
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Traffic Vol, veh/h	0	9	122	55	0	251	121	3	0	48	24	210
Future Vol, veh/h	0	9	122	55	0	251	121	3	0	48	24	210
Peak Hour Factor	0.92	0.87	0.87	0.87	0.92	0.87	0.87	0.87	0.92	0.87	0.87	0.87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	10	140	63	0	289	139	3	0	55	28	241
Number of Lanes	0	1	2	0	0	1	2	0	0	0	1	1
Approach	EB			WB				NB				
Opposing Approach	WB			EB				SB				
Opposing Lanes	3			3				2				
Conflicting Approach Left	SB			NB				EB				
Conflicting Lanes Left	2			2				3				
Conflicting Approach Right	NB			SB				WB				
Conflicting Lanes Right	2			2				3				
HCM Control Delay	10.8			15				12.1				
HCM LOS	B			B				B				
Lane	NBLn1	NBLn2	EBLn1	EBLn2	EBLn3	WBLn1	WBLn2	WBLn3	SBLn1	SBLn2		
Vol Left, %	67%	0%	100%	0%	0%	100%	0%	0%	14%	0%		
Vol Thru, %	33%	0%	0%	100%	43%	0%	100%	93%	86%	0%		
Vol Right, %	0%	100%	0%	0%	57%	0%	0%	7%	0%	100%		
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop		
Traffic Vol by Lane	72	210	9	81	96	251	81	43	21	9		
LT Vol	48	0	9	0	0	251	0	0	3	0		
Through Vol	24	0	0	81	41	0	81	40	18	0		
RT Vol	0	210	0	0	55	0	0	3	0	9		
Lane Flow Rate	83	241	10	93	110	289	93	50	24	10		
Geometry Grp	8	8	8	8	8	8	8	8	8	8		
Degree of Util (X)	0.159	0.396	0.021	0.177	0.195	0.544	0.162	0.086	0.05	0.019		
Departure Headway (Hd)	6.934	5.901	7.306	6.799	6.39	6.787	6.281	6.232	7.39	6.613		
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
Cap	516	608	488	525	559	531	569	573	482	538		
Service Time	4.699	3.665	5.076	4.569	4.16	4.545	4.039	3.989	5.177	4.4		
HCM Lane V/C Ratio	0.161	0.396	0.02	0.177	0.197	0.544	0.163	0.087	0.05	0.019		
HCM Control Delay	11	12.5	10.2	11	10.7	17.4	10.3	9.6	10.6	9.5		
HCM Lane LOS	B	B	B	B	B	C	B	A	B	A		
HCM 95th-tile Q	0.6	1.9	0.1	0.6	0.7	3.2	0.6	0.3	0.2	0.1		

Intersection

Intersection Delay, s/veh

Intersection LOS

Movement	SBU	SBL	SBT	SBR
Traffic Vol, veh/h	0	3	18	9
Future Vol, veh/h	0	3	18	9
Peak Hour Factor	0.92	0.87	0.87	0.87
Heavy Vehicles, %	2	2	2	2
Mvmt Flow	0	3	21	10
Number of Lanes	0	0	1	1

Approach SB

Opposing Approach	NB
Opposing Lanes	2
Conflicting Approach Left	WB
Conflicting Lanes Left	3
Conflicting Approach Right	EB
Conflicting Lanes Right	3
HCM Control Delay	10.3
HCM LOS	B

Lane

Intersection												
Int Delay, s/veh	0.9											

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	8	312	15	4	355	22	9	0	2	21	0	11
Future Vol, veh/h	8	312	15	4	355	22	9	0	2	21	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	0	-	100	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	339	16	4	386	24	10	0	2	23	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	386	0	0	355	0	0	567	760	178	582	768	193
Stage 1	-	-	-	-	-	-	365	365	-	395	395	-
Stage 2	-	-	-	-	-	-	202	395	-	187	373	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1169	-	-	1200	-	-	406	334	834	396	330	816
Stage 1	-	-	-	-	-	-	627	622	-	602	603	-
Stage 2	-	-	-	-	-	-	781	603	-	797	617	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1169	-	-	1200	-	-	397	330	834	392	326	816
Mov Cap-2 Maneuver	-	-	-	-	-	-	397	330	-	392	326	-
Stage 1	-	-	-	-	-	-	622	617	-	597	601	-
Stage 2	-	-	-	-	-	-	767	601	-	789	612	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0.1	13.4	13.1
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	439	1169	-	-	1200	-	-	477
HCM Lane V/C Ratio	0.027	0.007	-	-	0.004	-	-	0.073
HCM Control Delay (s)	13.4	8.1	-	-	8	-	-	13.1
HCM Lane LOS	B	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0.2

Intersection

Int Delay, s/veh 0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Traffic Vol, veh/h	5	0	32	4	0	25
Future Vol, veh/h	5	0	32	4	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	0	35	4	0	27

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	64	37	0 0 39 0
Stage 1	37	-	- - - -
Stage 2	27	-	- - - -
Critical Hdwy	6.42	6.22	- - 4.12 -
Critical Hdwy Stg 1	5.42	-	- - - -
Critical Hdwy Stg 2	5.42	-	- - - -
Follow-up Hdwy	3.518	3.318	- - 2.218 -
Pot Cap-1 Maneuver	942	1035	- - 1571 -
Stage 1	985	-	- - - -
Stage 2	996	-	- - - -
Platoon blocked, %			- - - -
Mov Cap-1 Maneuver	942	1035	- - 1571 -
Mov Cap-2 Maneuver	942	-	- - - -
Stage 1	985	-	- - - -
Stage 2	996	-	- - - -

Approach	WB	NB	SB
HCM Control Delay, s	8.8	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	- 942	1571	-
HCM Lane V/C Ratio	-	- 0.006	-	-
HCM Control Delay (s)	-	- 8.8	0	-
HCM Lane LOS	-	- A	A	-
HCM 95th %tile Q(veh)	-	- 0	0	-

APPENDIX D
Currently Approved Zoning



YIELD ANALYSIS

PARCELS/AC	PRODUCT TYPE	UNITS	MAX BLDG. H. STORIES
A 4.74 AC	Industrial (I-1) 100,000 SF	0	36'/2
B 23.35 AC	Commercial Retail (C-2) 100,000 SF	0	35'/2
C 25.56 AC	Commercial Office (CO) 400,000 SF	0	48'/2
D 18.8 AC	Residential (R1-7)	59	
E 4.89 AC	Residential (R1-35)	3	

LEGEND

- Parcel Boundary — — — — —
- Property Boundary —



4.3.14

Desert Mountain Parcel 19 Currently Approved Plan (site plan dated 4-3-2014)

Vehicular Trip Rates & Trips

Parcel/Acre (AC)	Product Type	Number of Units	Units	ITE Land Use Number	ITE Land Use No./Type	Weekday		AM PEAK			PM PEAK					
						Trip Rate per Unit	Total Trips	Trip Rate per Unit	Number of Trips	In Trips	Out Trips	Trip Rate per Unit	Number of Trips	In Trips	Out Trips	
A/4.74	Industrial (I-1)	100	ksf	110	General Light Industrial	6.97	697	0.92	92	81	11	0.97	97	12	85	
D/18.8; E/4.89	Residential (R1-7,R1-35)	62	units	210	Single Family Detached Housing	9.52	590	0.75	47	12	35	1.00	62	39	23	
C/25.56	Commercial Office (CO)	400	ksf	710	General Office Building	11.03	4412	1.56	624	549	75	1.49	596	101	495	
B/23.35	Commercial Retail (C-2)	100	ksf	820	Shopping Center	42.70	4270	0.96	96	60	36	3.71	371	178	193	
Total Trips								9969		859	702	157		1128	330	796
Internal Reduction (Based on ITE rates for Residential, Retail and Office)						6%	-598	6%	-52	-26	-26	6%	-68	-34	-34	
Total Vehicular Trips Entering and Leaving the Site (without Internal Trips)								9371		807	676	131		1058	296	762
Pass-by Reduction (Based on ITE rates for Land Use 820 Shopping Center)						25%	1003	25%	23	14	8	25%	87	42	45	
Net-New Trips on Cave Creek Road (External)								8367		784	662	123		971	254	717

Notes:

1. Parcel A - INDUSTRIAL Floor Area Ratio per site plan = (100,000 sq ft) / (4.74 Acres) (43,560 sq ft/ acre) = 0.48 FAR
2. Parcel B - Commercial OFFICE Floor Area Ratio per site plan = (400,000 sq ft) / (25.56 Acres) (43,560 sq ft/ acre) = .09 FAR
3. Parcel C - Commercial RETAIL Floor Area Ratio per site plan = (100,000 sq ft) / (23.35 Acres) (43,560 sq ft/ acre) = .10 FAR
4. Estimates of Pass By Trips are based on Table 5.6 of ITE Trip Gen Manual, 9th Edition
5. Pass By Trips are vehicles driving by the site on Cave Creek Road for another trip purpose, but stop at the site.

Introduction

The proposed Desert Mountain Parcel 19 (DM 19) site is currently vacant and located on the northeast corner of the Cave Creek Road/Pima Road intersection in Scottsdale, Arizona. The proposed Desert Mountain development will include 190 residential units and an 18 hole par 3 golf course. For the proposed development, a Traffic Impact Mitigation Analysis Study dated June 15, 2016 was prepared by Stanley Consultants.

Several traffic concerns or issues have been raised by the City of Scottsdale and by the Town of Carefree. This technical memorandum is a response, clarification and correction of the June 15, 2016 traffic study prepared for Desert Mountain 19. The items addressed are:

- 1) Traffic generated by the site in the report is lower than typical residential development
- 2) The traffic volumes analyzed are lower than during the heavy traffic winter months
- 3) The amount of traffic that will utilize the secondary site access on Pima Road will be much higher than assumed

Traffic Concern 1: The projected trip generation from Desert Mountain Parcel 19 assumes no standard residential housing, only senior adult detached and recreational housing. We believe that the type of product being proposed by this development will attract a mix of single family detached, senior adult detached and recreational housing that should be reflected in an updated Traffic Impact Analysis.

Resolution of Concern 1: The proposed Desert Mountain Parcel 19 development will include 190 residential units. The Traffic Impact Mitigation Analysis Study dated June 15, 2016, prepared by Stanley Consultants assumed that 70 percent of the total residential units would be recreational homes and the remaining 30 percent would be senior adult detached units. This mix of housing types was based on our understanding of the current residential mix of the Desert Mountain community. To provide a worst case, conservative analysis, an additional capacity analysis was conducted at the study intersections for the proposed development assuming that all 190 residential units would be single family detached units. This is not an expected type of housing for the subject property. The Parcel 19 is expected to have a residential mix similar to the existing Desert Mountain master planned community which has a high percentage of recreational housing and senior housing. The capacity analysis results assuming 100% single family detached units indicate that the study intersection of Pima Road and Cave Creek Road will experience a slight increase in vehicular delay as compared to existing (current) conditions but will operate at an overall acceptable LOS C or better during both peak

hours. Assuming that all the new DM19 residents are all single family type residents, with no senior or recreational residents, the proposed Desert Mountain Development will have an insubstantial impact at the intersection of Pima Road/Cave Creek Road. A Level of Service Comparison chart is provided in **Attachment 1** and **Attachment 2** is the September 29, 2016 Technical Memorandum Capacity Analysis with 100% SFDU.

Actual traffic data for the existing Desert Mountain community was obtained on Friday October 21, 2016. The traffic volume that enters and leaves the Desert Mountain community was provided for the previous 12 months along with the number of homes during this period. The data and analysis are provided in **Attachment 3**; Desert Mountain Traffic Volumes and Vehicular Trips Per Home. The average daily trip rates for Desert Mountain range from 1.3 to 2.3 and the average trip rate is 1.8 vehicular trips per day per housing unit. This average trip rate of 1.8 is much lower than the average rate of 3.3 utilized in the Traffic Impact Mitigation Analysis Study dated June 15, 2016,

In summary, concerned reviewers suggested that the typical single family trip rate of 9.52 trips per dwelling unit should be utilized to estimate the traffic volume for the Desert Mountain Parcel 19 residents. The average trip rate for Desert Mountain traffic in the last 12 months averaged 1.8 vehicular trips per day. The highest month trip rate for Desert Mountain traffic in the last 12 months is 2.3 vehicular trips per day. The average trip rate of 3.3 vehicular trips per day utilized in the June 15, 2016 traffic study is much higher than the average and the highest month Desert Mountain trip rate and is clearly a conservative estimate and nearly double the community they are joining.

NOTE: Although the average trip rate for single family detached units is not considered a reasonable estimate of the expected traffic, a capacity analysis was performed at the three intersections as if the residents were all working families and the results show that all three intersections will operate at a Level of Service (LOS) C. LOS A, B, C and D are all acceptable LOS. When a LOS E intersection delays are expected, mitigation is required per City of Scottsdale standards.

Traffic Concern 2: The development team gathered their traffic count data at the end of tourism/winter season (May). Traffic Counts are significantly higher in the winter months than the summer months in this area. Traffic counts from May do not accurately reflect existing peak conditions.

Resolution of Concern 2: There were two sets of approach traffic volume data that were reviewed and are summarized below and also shown in Exhibit 1.

Pima Road/Cave Creek Road – **May, 2016** Approach Volume Counts (veh/day) Collected by TRA for DM 19 Traffic Analysis
 NB on Pima Road, south of Cave Creek Road = 7,484
 SB on Pima Road, north of Cave Creek Road = 524
 E on Cave Creek Road, west of Pima Road = 2,424
 W on Cave Creek Road, east of Pima Road = 5,364

Pima Road/Stagecoach Pass Road – **March, 2016** Approach Volume Counts by City of Scottsdale
 NB on Pima Road, south of Stagecoach Pass Road = 5,673
 SB on Pima Road, north of Stagecoach Pass Road = 5,229
 E on Stagecoach Pass Road, west of Pima Road = 821
 W on Stagecoach Pass Road, east of Pima Road = 1,324

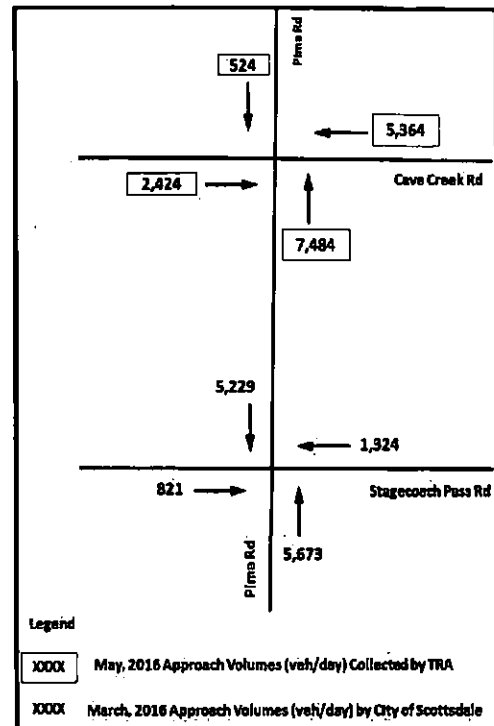


Exhibit 1

Based on the traffic volumes at the above two locations, the bi-directional average daily traffic (ADT) volumes on Pima Road between Cave Creek Road and Stagecoach Pass Road were determined for both City of Scottsdale and TRA traffic volumes and then compared. In order to determine the ADT's, the southbound traffic volumes just south of Cave Creek Road and northbound traffic volumes just north of Stagecoach Pass Road were estimated as follows:

- The southbound traffic volumes on Pima Road just south of Cave Creek Road were estimated by using the turning movement counts at Pima Road/Cave Creek Road intersection collected by TRA in May, 2016. The turning movement count percentages were applied to the respective approach volumes to estimate the southbound volumes just south of Cave Creek Road.
- The northbound traffic volumes on Pima Road just north of Stagecoach Pass Road were estimated by using the City of Scottsdale approach traffic volumes collected in March, 2016. The eastbound and westbound approach traffic volumes on Stagecoach Pass Road were distributed equally to/from northbound and southbound Pima Road.

The resulting traffic volumes and average daily traffic volumes are shown in Exhibit 2.

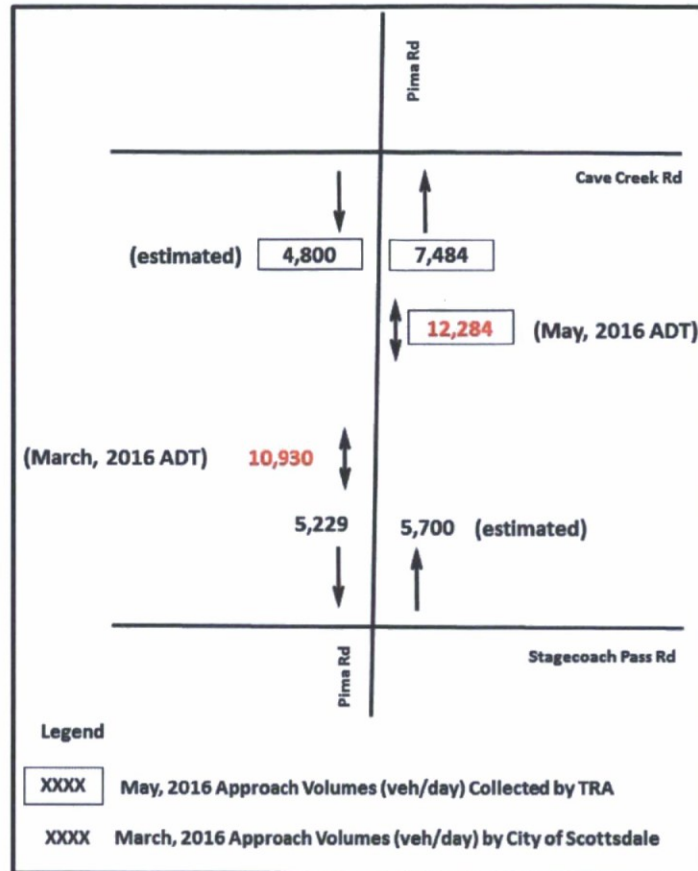


Exhibit 2: Approach Volumes and ADT's

As shown in Exhibit 2, the ADT on Pima Road between Cave Creek Road and Stagecoach Pass Road collected in May, 2016 is approximately 12,284 veh/day and in March, 2016 is approximately 10,930 veh/day. The ADT on Pima Road in the month of May was approximately 1,300 vehicles higher than in March and therefore, when preparing the traffic study, the higher traffic volumes collected in May, 2016 were utilized for traffic analysis.

Traffic Concern 3: The amount of traffic that will utilize the secondary site access on Pima Road will be much higher than assumed.

Resolution of Concern 3: The residents at the proposed Desert Mountain Parcel 19 Development will be able to utilize the secondary access off of Pima Road. In the Traffic Impact Mitigation Analysis Study dated June 15, 2016, it was assumed that 25 percent of the residents would utilize the secondary access to Pima Road. It is possible and reasonable that as many as one-half of the residents could utilize the secondary access. This would mean that an equal amount of residential traffic would utilize the primary and secondary access points.

Based on the redistribution of the residential traffic from 75% to and from the main entrance to 50% to the main entrance and 50% to the secondary access, Attachment 4 shows the changes in the site traffic volumes. Capacity analyses were run with these new traffic volumes and the results are presented below.

**Delay and Level of Service with Redistribution of the Residential Traffic to 50%/50%
Secondary Access on Pima Road**

WB AM Peak Hour delay = 9.5 sec/veh, LOS A

WB PM Peak Hour delay = 8.9 sec/veh, LOS A

Pima Road & Cave Creek Road

Intersection AM Peak Hour delay = 13.7 sec/veh, LOS B

Intersection PM Peak Hour delay = 13.0 sec/veh, LOS B

Primary Access on Cave Creek Road

SB AM Peak Hour delay = 13.3 sec/veh, LOS B

NB AM Peak Hour delay = 14.4 sec/veh, LOS B

SB PM Peak Hour delay = 13.3 sec/veh, LOS B

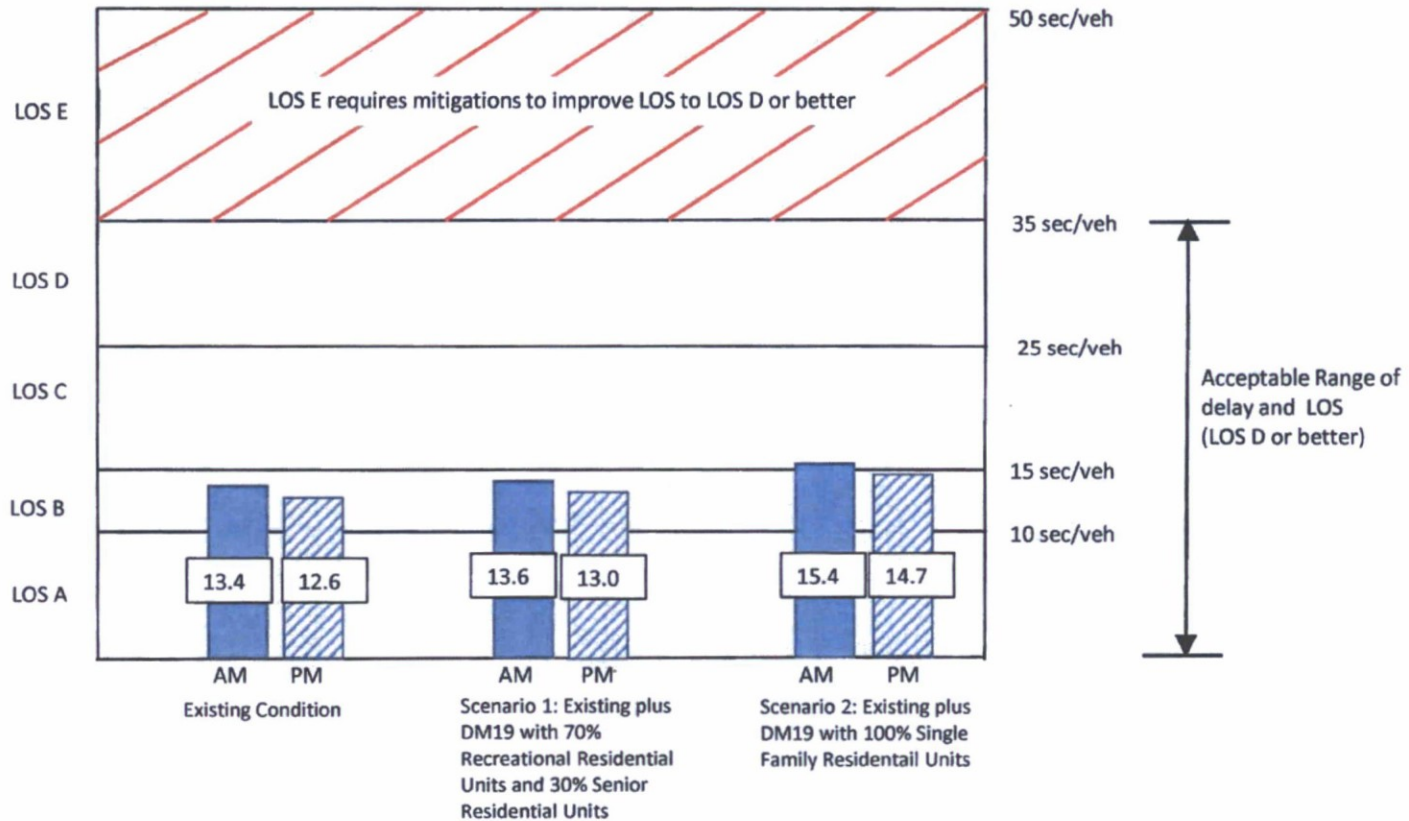
NB PM Peak Hour delay = 13.4 sec/veh, LOS B

In summary, the change from assuming 25 % of the residential traffic would utilize the secondary access to assuming 50% would utilize the secondary access is insignificant.

Desert Mountain Parcel 19 Level of Service (LOS) Comparison



Cave Creek Road/Pima Road Intersection



XX.X = seconds of delay/vehicle

Desert Mountain Parcel 19
Technical Memo
Capacity Analysis with 100% Single Family
Residential Units
September 29, 2016
Prepared By: Stanley Consultants, Inc.

Introduction

The proposed Desert Mountain Parcel 19 (DM 19) site is currently vacant and located on the northeast corner of the Cave Creek Road/Pima Road intersection in Scottsdale, Arizona. The proposed Desert Mountain development will include 190 residential units and an 18 hole par 3 golf course. For the proposed development, a Traffic Impact Mitigation Analysis Study dated June 15, 2016 was prepared by Stanley Consultants. In the Traffic Impact Mitigation Analysis Study, it was assumed that 70 percent of the total residential units would be recreational homes, while the remaining 30 percent would be senior adult housing detached units. The purpose of this technical memorandum is to present the results of the capacity analysis at the study intersections for the proposed development assuming that all the 190 residential units would be single family detached residential units.

Trip Generation

The project site is currently vacant and zoned commercial. The proposed DM 19 development would rezone the site to R4 residential and include 190 residential units and an 18 hole par 3 golf course. The anticipated trip generation for the proposed development was estimated using standard rates published by the Institute of Transportation Engineers (ITE) in the Trip Generation Manual, 9th Edition, 2012. The ITE rates are based on studies that measured the trips for various land uses. The rates are expressed in terms of trips per unit of land use. The trip rates and number of trips generated are presented for an average weekday and the AM and PM peak hour of the adjacent street traffic. The ITE trip rates used for the updated site plan include the following:

- ITE Code 210 – Single Family Detached Housing
- ITE Code 430 – Golf Course

For trip generation analysis, it was assumed that all the residential units would be single family detached units. The proposed development would include a short golf course. However, to provide a conservative analysis, a full size 18-hole golf course was used for trip generation.

The proposed development is anticipated to generate an average of 2,452 daily trips including 180 trips during the AM peak hour and 243 trips during the PM peak hour.

Internal Trips Reduction

The ITE Trip Generation Manual includes data and methodologies that can be applied to determine the proportion of internal trips that may occur within a development area that includes a variety of land uses. For the proposed development, internal trips would consist of residents patronizing on-site golf course. Although some of these internal trips will be made by walking and golf carts, it was assumed they would all be made by automobile. For internal reduction, it was assumed that 30 percent of the short golf course traffic would come from the on-site residents and the remaining 70 percent would come off-site. None of the internal trips will leave the site.

Net-New Trips (External Trips)

After subtracting the internal trips from total trip generation, the proposed development would generate an average of 2,066 weekday daily trips including 158 trips during the AM peak hour and 211 trips during the PM peak hour. A summary of the trip generation analysis is provided in Table 11.

Table 1 – Trip Generation Summary

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
Proposed											
Single Family Detached Housing	190 du	9.52	1,809	0.75	143	36	107	1.00	190	120	70
Golf Course	18 holes	35.74	643	2.06	37	29	8	2.92	53	27	26
Total Trips (External + Internal)		2,452		180	65	115		243	147	96	
<i>Internal Trip Reduction</i>		<i>-30%</i>		<i>-30%</i>				<i>-30%</i>			
<i>From Golf to Residential</i>			<i>-193</i>	<i>-11</i>	<i>-9</i>	<i>-2</i>		<i>-16</i>	<i>-8</i>	<i>-8</i>	
<i>From Residential to Golf</i>			<i>-193</i>	<i>-11</i>	<i>-2</i>	<i>-9</i>		<i>-19</i>	<i>-8</i>	<i>-8</i>	
Net-New Residential Trips (External)			1,616		132	34	98		174	112	62
Net-New Golf Trips (External)			450		26	20	6		37	19	18
Total External Trips			2,066		158	54	104		211	131	80

Note: du = dwelling unit

Trip Distribution/Assignment

Access to the project site will be provided via Cave Creek Road (Access 1) and Pima Road (Access 2). Access 1 off of Cave Creek Road would be the primary access point and used by residents and golf traffic. Access 2 would be restricted to residents only. The golf course will not be open for public play. The residents residing in other Desert Mountain communities located on the east side of the project site will have access to the proposed DM 19 golf course. The trip distribution pattern was taken from the previous Traffic Impact Mitigation Analysis Study. Based on the trip distribution, trips were assigned to the study intersections.

Capacity Analysis

The study intersections were analyzed using the "Two-Way Stop-Controlled" and "All-Way Stop-Controlled" intersection methodologies presented in the 2010 Highway Capacity Manual. Synchro traffic analysis software was used to perform the capacity analysis for the study intersections.

Existing Conditions

Under Existing Conditions, all the study intersections operate at an overall LOS B or better during both peak hours. All the stop-controlled approaches operate at LOS C or better. A summary of the levels of service calculations are shown in Table 2.

Table 2 – Existing Conditions Intersection Levels of Service

No.	Intersection Name	Control Type	Peak Hour	Overall Delay – LOS	Approach – Delay/LOS
1	Cave Creek Road/Pima Road	All-way Stop	AM	13.4 – B	EB – 11.4/B
					WB – 15.1/C
					NB – 13.3/B
					SB – 11.2/B
			PM	12.6 – B	EB – 10.6/B
					WB – 14.4/B
				NB – 11.8/B	
				SB – 10.1/B	
2	Cave Creek Road/Twilight Trail	Stop (NB)	AM	0.3 – A	NB – 13.2/B
			PM	0.2 – A	NB – 12.3/B

Notes: Delay is measured in average seconds per vehicle in Synchro; LOS = Level of Service

Existing Conditions plus DM 19 Project

The project trips were added to the existing traffic volumes to evaluate existing plus project conditions. The lane configurations and traffic control used in the previous Traffic Impact Mitigation Analysis Study were also used for this analysis. With the addition of DM 19 project trips to existing traffic volumes, all the intersections are anticipated to operate at an overall LOS C or better during both peak hours. All the stop-controlled approaches are also expected to operate at LOS C or better during both peak hours. A summary of the levels of service calculations are shown in Table 13.

Table 1 – Existing Plus Project Conditions Intersection Levels of Service

No.	Intersection Name	Control Type	Peak Hour	Overall Delay – LOS	Approach – Delay/LOS
1	Cave Creek Road/Pima Road	All-way Stop	AM	15.4 – C	EB – 12.2/B
					WB – 18.2/C
					NB – 14.9/B
					SB – 12.1/B
			PM	14.7 – B	EB – 11.7/B
					WB – 17.2/C
				NB – 14.0/B	
				SB – 10.9/B	
2	Cave Creek Road/Twilight Trail- Access 1	Stop (NB & SB)	AM	1.6 – A	NB – 15.7/C
			PM	1.9 – A	SB – 12.3/B
				NB – 15.8/C	

3	Pima Road/Access 2	Stop (WB)	AM	1.2 – A	SB – 14.1/B
			PM	1.4 – A	WB – 9.6/A WB – 9.0/A

Notes: Delay is measured in average seconds per vehicle in Synchro; LOS = Level of Service

Conclusions

- Under existing conditions, all the study intersections operate at an acceptable overall LOS B or better during both peak hours. All the stop-controlled approaches also operate at LOS C or better during both peak hours.
- With the addition of DM 19 project trips to existing traffic volumes, all the study intersections are expected to operate at an overall LOS C or better during both peak hours. All the stop-controlled approaches are also anticipated to operate at LOS C or better during both peak hours.

Desert Mountain Traffic Volumes & Vehicular Trips Per Home

Traffic volumes and number of homes data was provided by Desert Mountain Club, October 2016
 Vehicular Trip Analysis based on most recent 12 month period

		2015			2016									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	
2015	Avg Daily Arrivals/month	1087	1475	1560	1674	1776	1970	1858	1470	1482	1396	1521	1944	
2015	Avg Daily Departures/month	1087	1475	1560	1674	1776	1970	1858	1470	1482	1396	1521	1944	
2015	Avg Daily Trips/month	2174	2950	3120	3348	3552	3940	3716	2940	2964	2792	3042	3888	
	# of homes	1720	1725	1729	1729	1733	1734	1740	1747	1752	1757	1761	1764	
Average Vehicular Offsite Trips per Day/Home		1.3	1.7	1.8	1.9	2.0	2.3	2.1	1.7	1.7	1.6	1.7	2.2	Avg/Month 1.8

Summary

The AVERAGE daily trip rate for the year is 1.8 vehicular trips per SFDU

The HIGHEST daily trip rate for the year is 2.3 vehicular trips per SFDU

2000 to 4000 vehicle trips are generated by Desert Mountain each day

1000 to 2000 trips out of DM & 1000 to 2000 trips into DM

The HIGHEST trip rates occurred in Feb 2.0, March 2.3, April 2.1 and Sept 2.2

Next highest trip rates occurred in Nov 1.7, Dec 1.8, Jan 1.9, May 1.7, June 1.7 and Aug 1.7

The LOWEST trip rates occurred in Oct 1.3 and July 1.5

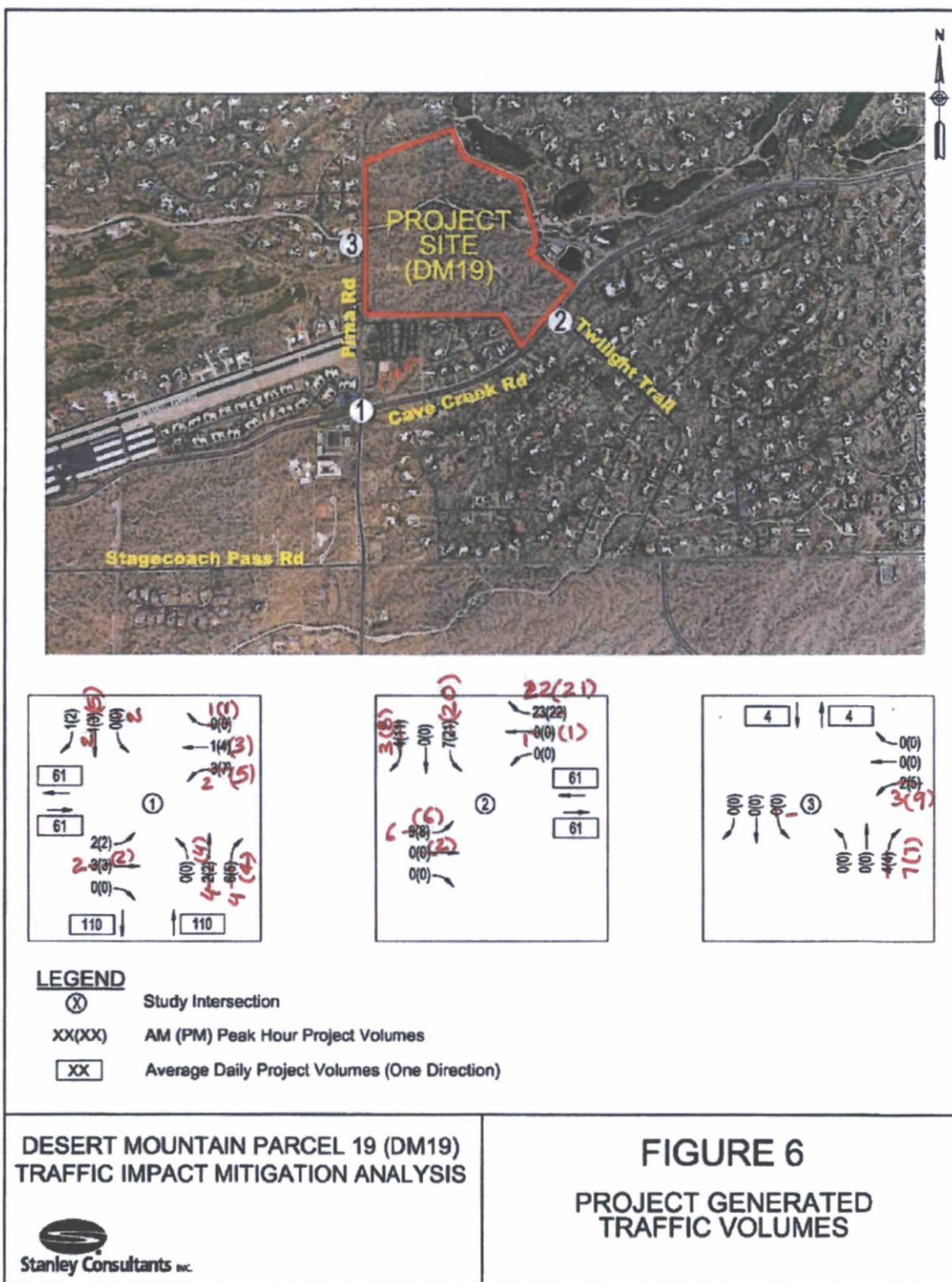
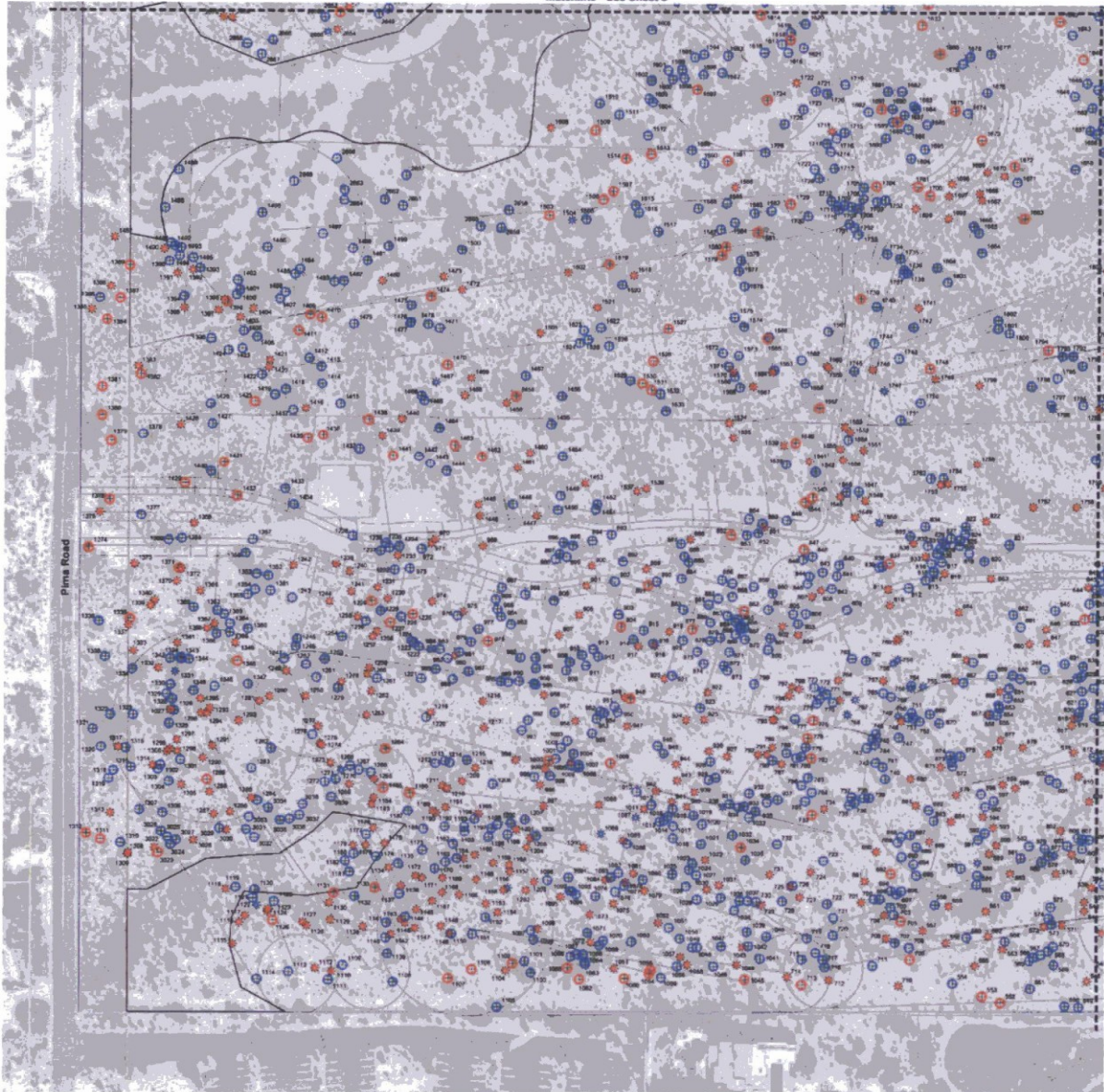


Figure 6 – Project Generated Traffic Volumes

Matchline - See Sheet 3



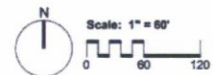
Common Name	Status		Grand Total
	NS	S	
Barrel	21	124	145
Blue Palo Verde	39	25	64
Crucifixion Thorn	216	13	229
Foothills Palo Verde	1569	217	1786
Hackberry	47		47
Mesquite	23	12	35
Ocotillo	15	500	515
Saguaro	25	190	215
Yucca elata	1		1
Grand Total	1956	1081	3037

Plant Legend

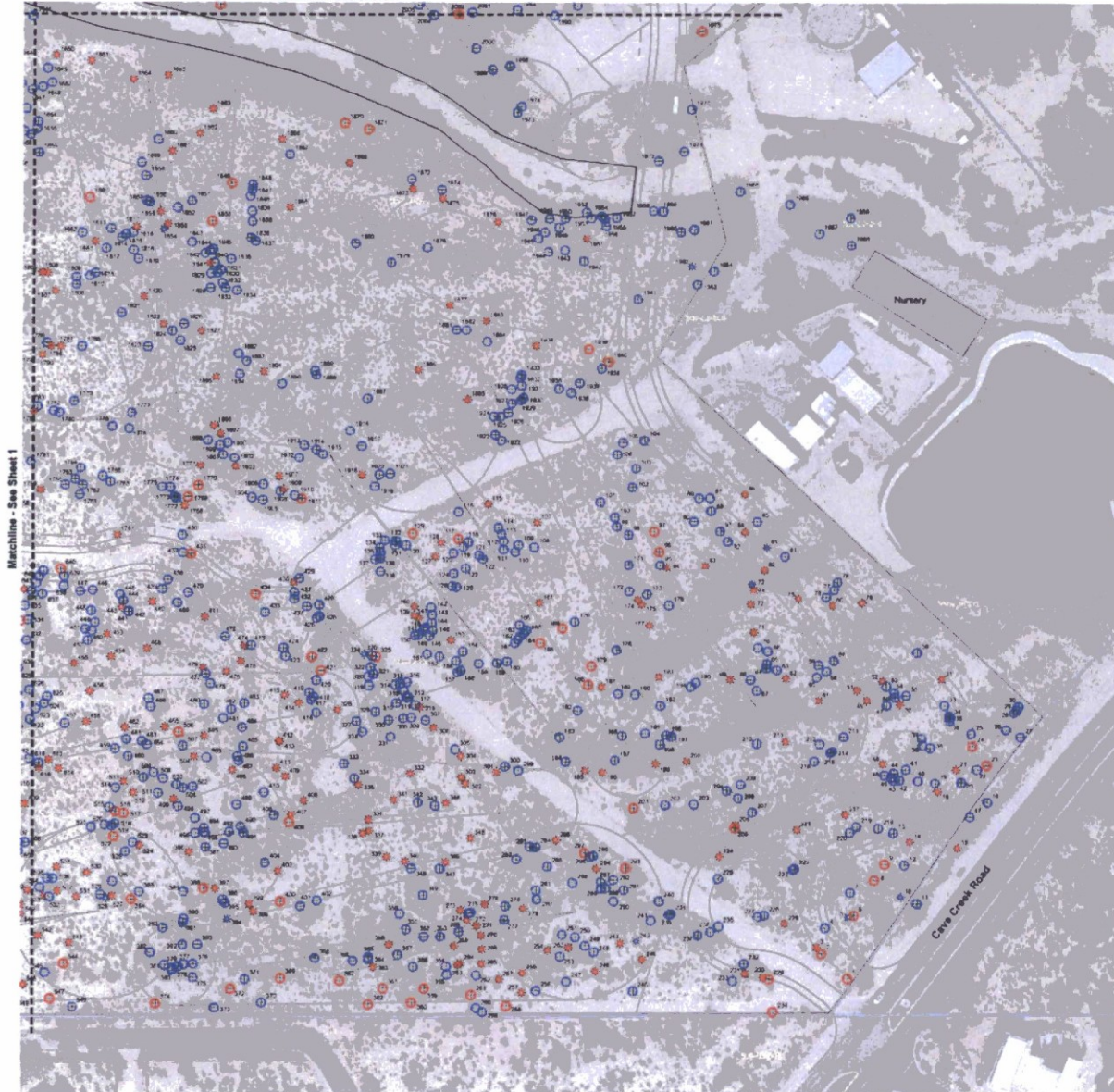
- Tree - Salvageable
- Tree - Non-Salvageable
- ★ Cacti - Salvageable
- ★ Cacti - Non-Salvageable

Project Consultants

Salvage Contractor: **Native Resources International**
 1540 West Happy Valley Road
 Phoenix, Arizona 85085
 602-466-4737 (p) • 602-269-4789 (f)
 Contact: Kevin Brenda - kevin@nativeresources.com



Matchline - See Sheet 4



Common Name	Status		Grand Total
	NS	S	
Barrel	21	124	145
Blue Palo Verde	39	25	64
Crucifixion Thorn	216	13	229
Foothills Palo Verde	1569	217	1786
Hackberry	47		47
Mesquite	23	12	35
Ocotillo	15	500	515
Saguaro	25	190	215
Yucca elata	1		1
Grand Total	1956	1081	3037

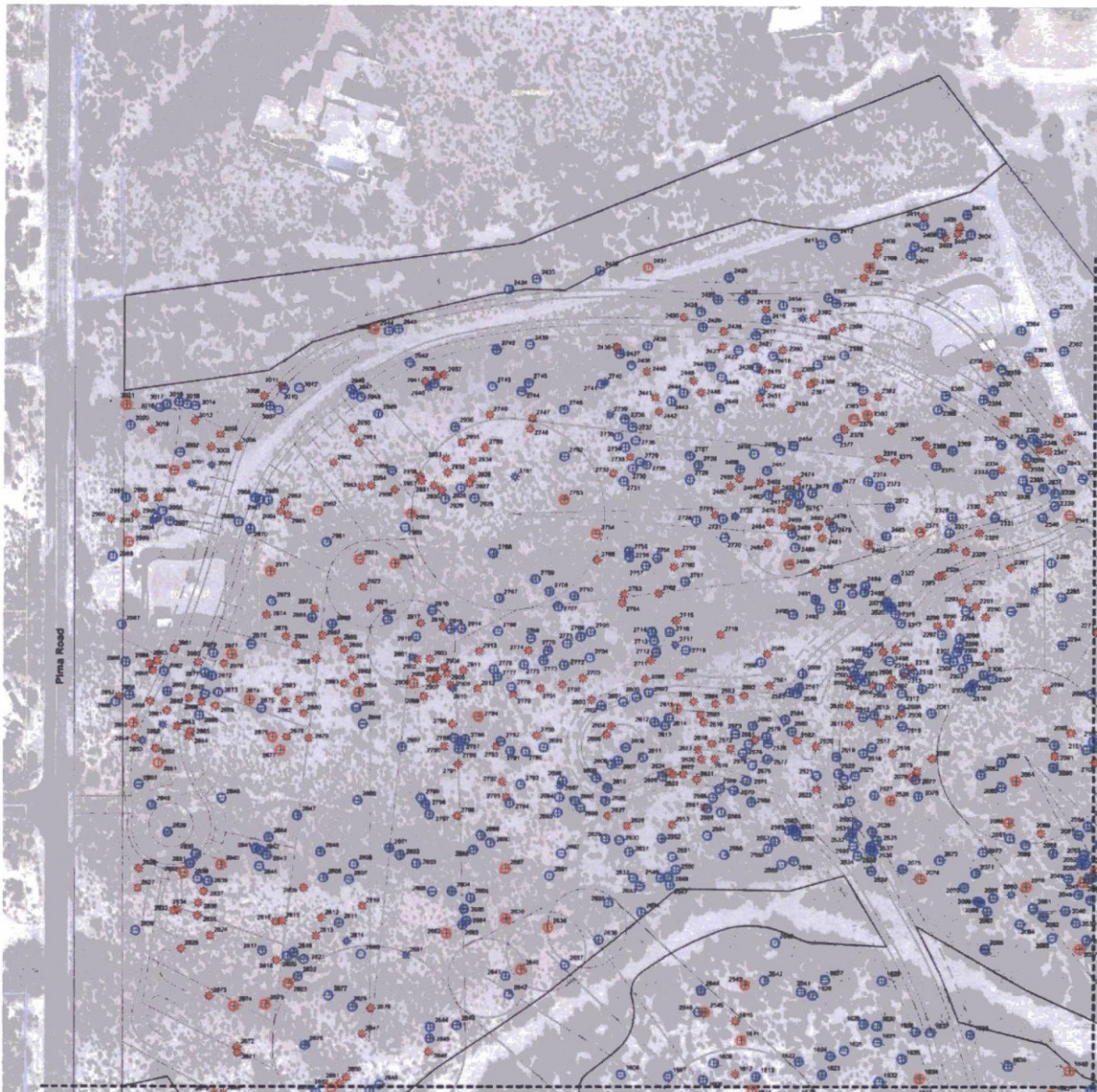
Plant Legend

- ⊕ Tree - Salvageable
- ⊕ Tree - Non-Salvageable
- ⊗ Cacti - Salvageable
- ⊗ Cacti - Non-Salvageable

Project Consultants

Salvage Contractor **Native Resources International**
 1540 West Happy Valley Road
 Phoenix, Arizona 85028
 623-859-0757 (p) • 623-859-4769 (f)
 Contact: Kevin Brenda - kevin@nativeresources.com





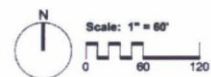
Common Name	Status		Grand Total
	NS	S	
Barrel	21	124	145
Blue Palo Verde	39	25	64
Crucifixion Thorn	216	13	229
Foothills Palo Verde	1569	217	1786
Hackberry	47		47
Mesquite	23	12	35
Ocotillo	15	500	515
Saguaro	25	190	215
Yucca elata	1		1
Grand Total	1956	1081	3037

Plant Legend

- ⊕ Tree - Salvageable ✱ Cacti - Salvageable
- ⊕ Tree - Non-Salvageable ✱ Cacti - Non-Salvageable

Project Consultants

Salvage Contractor **Native Resources International**
 1540 West Happy Valley Road
 Phoenix, Arizona 85065
 623-869-6757 (p) • 623-869-6769 (f)
 Contact: Kevin Brenda - kevin@nativeresources.com



Matchline - See Sheet 1

Matchline - See Sheet 4



Common Name	Status		Grand Total
	NS	S	
Barrel	21	124	145
Blue Palo Verde	39	25	64
Crucifixion Thorn	216	13	229
Foothills Palo Verde	1569	217	1786
Hackberry	47		47
Mesquite	23	12	35
Ocotillo	15	500	515
Saguaro	25	190	215
Yucca elata	1		1
Grand Total	1956	1081	3037

Plant Legend

- ⊕ Tree - Salvageable
- ⊕ Tree - Non-Salvageable
- ✱ Cacti - Salvageable
- ✱ Cacti - Non-Salvageable

Project Consultants

Salvage Contractor: **Native Resources International**
 1540 West Happy Valley Road
 Phoenix, Arizona 85005
 623-859-8757 (p) - 623-859-8769 (f)
 Contact: Kevin Brende - kevin@nativeresources.com





NAOS - Vegetation to Remain



Salvageable Plants to be relocated on site

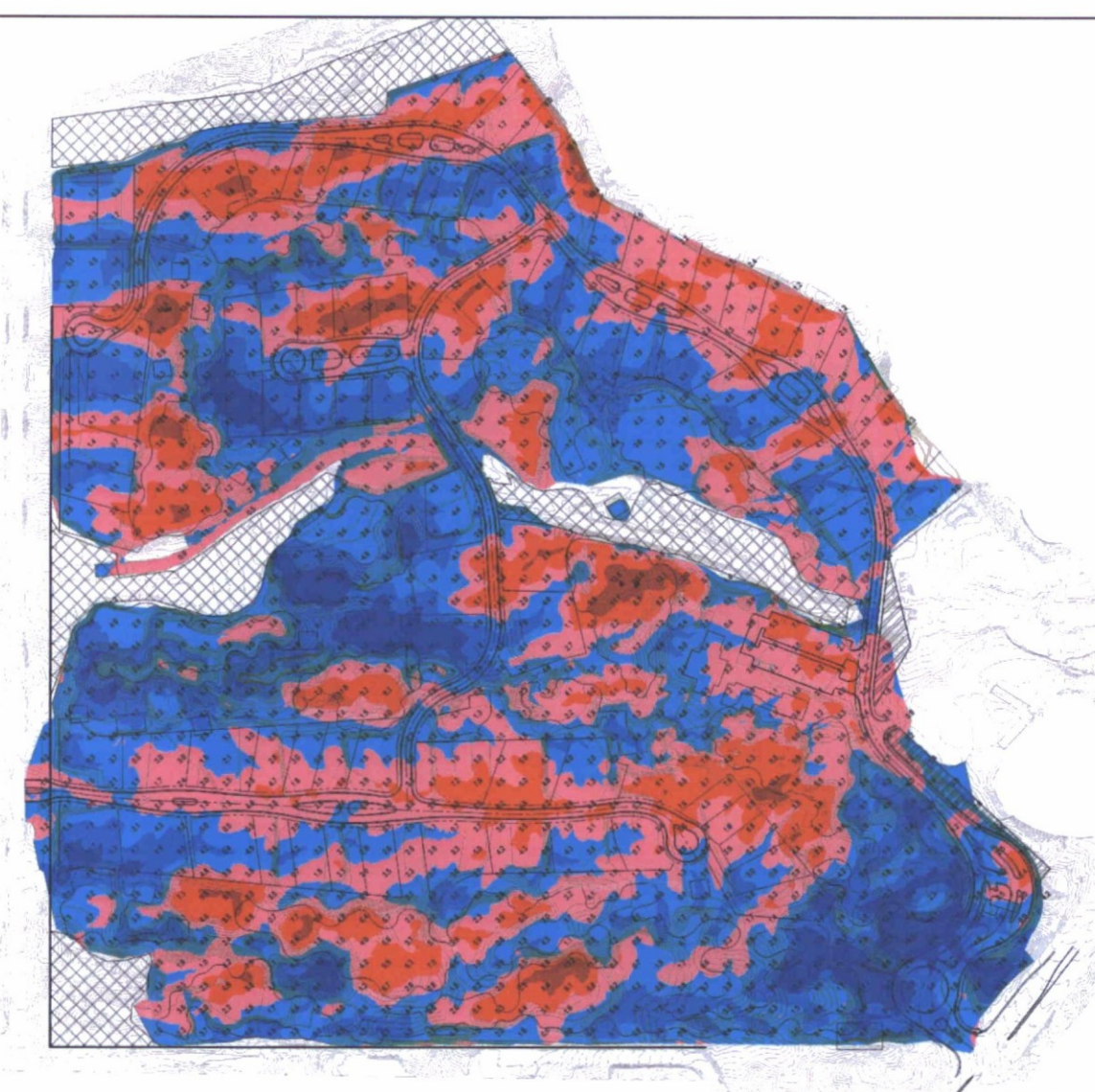
Note: Specific Location of salvage plant material will be determined during construction.



Parcel 19

February 27, 2017





LEGEND

	21' TO 15' CUT
	18' TO 16' CUT
	12' TO 8' CUT
	8' TO 6' CUT
	8' TO 8' FILL
	8' TO 10' FILL
	12' TO 16' FILL

<p>NOT FOR CONSTRUCTION OR RECORDING</p>	<p>WOOD/PATEL MISSION: CLIENT SERVICE™ (602) 335-8500 WWW.WOODPATEL.COM</p>		<p>DESERT MOUNTAIN 19</p>	
	<p>DESERT MOUNTAIN 19 CUT/FILL MAP</p>			
	DATE: 03/07/2017	SCALE: 1" = 120'	DESIGN: DC	SHEET 1 OF 1
JOB NO.: 4434	DRAWN: HD			

DM19
Development Booklet
7-PP-2017



Preliminary Plat (PP)

Development Application Checklist

Subdivision, and Master Planned Property

Minimal Submittal Requirements:

At your pre-application meeting, your project coordinator will identify which items indicated on this Development Application checklist are required to be submitted. A Development Application that does not include all items indicated on this checklist may be rejected immediately. A Development Application that is received by the City does not constitute that the application meets the minimum submittal requirements to be reviewed.

In addition to the items on this checklist, to avoid delays in the review of your application, all Plans, Graphics, Reports and other additional information that is to be submitted shall be provided in accordance with the:

- requirements specified in the Plan & Report Requirements For Preliminary Plat Development Applications Checklist;
- Design Standards & Policies Manual;
- requirements of Scottsdale Revised Code (including the Zoning Ordinance); and
- stipulations, include any additional submittal requirements identified in the stipulations, of any Development Application approved prior to the submittal of this application; and
- the city's design guidelines.

If you have any question regarding the information above, or items indicated on this application checklist, please contact your project coordinator. His/her contact information is on the page 10 of this application.

Please be advised that a Development Application received by the City that is inconsistent with information submitted with the corresponding pre-application may be rejected immediately, and may be required to submit a separate: pre-application, a new Development Application, and pay all additional fees.

Prior to application submittal, please research original zoning case history to find the original adopted ordinance(s) and exhibit(s) to confirm the zoning for the property. This will help to define your application accurately. The City's full-service Records Department can assist.

PART I - GENERAL REQUIREMENTS

Req'd	Rec'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Preliminary Plat Application Checklist (this list)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Application Fee <u>\$2,100.00 + 10.00 PER LOT</u> (subject to change every July)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Completed Development Application Form (form provided) <ul style="list-style-type: none"> • The applicant/agent shall select a review methodology on the application form (Enhanced Application Review or Standard Application Review). • If a review methodology is not selected, the application will be review under the Standard Application Review methodology.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Request to Submit Concurrent Development Applications (form provided)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Letter of Authorization (from property owner(s) if property owner did not sign the application form)

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Affidavit of Authorization to Act for Property Owner (required if the property owner is a corporation, trust, partnership, etc. and/or the property owner(s) will be represented by an applicant that will act on behalf of the property owner (form provided))
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Appeals of Required Dedications or Exactions (form provided)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Commitment for Title Insurance – No older than 30 days from the submittal date (requirements form provided) <ul style="list-style-type: none"> • 8-1/2" x 11" – 1 copy • Include complete Schedule A and Schedule B.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Legal Description: (if not provided in Commitment for Title Insurance) / ALTA <ul style="list-style-type: none"> • 8-1/2" x 11" – 2 copies
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Results of ALTA Survey (24" x 36") FOLDED <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded (The ALTA Survey shall not be more than 30 days old)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Preliminary Plat Notification Affidavit (form provided)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Request for Site Visits and/or Inspections Form (form provided)
		13. Addressing Requirements (form provided)
		14. Design Guidelines <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Design Standards and Policies Manual <input checked="" type="checkbox"/> Environmentally Sensitive Land Ordinance (see Zoning Ordinance) <input checked="" type="checkbox"/> MAG Supplements • The above reference design guidelines, standards, policies, and additional information may be found on the City's website at: http://www.scottsdaleaz.gov/design
<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Neighborhood Notification Process Requirements: (form provided) <ul style="list-style-type: none"> • Provide one copy of the Neighborhood Notification Report • Provide one copy of the Community Input Certification attached to the Neighborhood Notification Report • If substantial modifications are made to an application, additional notification may be required by the Zoning Administrator, or designee. When required, provide one copy of the Neighborhood Notification Report addendum.
		16. Request for Neighborhood Group Contact Information (form provided)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Photo Exhibit of Existing Conditions: Printed digital photos on 8-1/2"x11" Paper (example provided) <ul style="list-style-type: none"> • 8-1/2" x 11" - 1 copy of the set of prints • <u>See the attached Photo Exhibit of Existing Conditions</u> graphic showing required photograph locations and numbers. • 8-1/2" x 11" - 11 copies of the set of prints (Delayed submittal). At the time your Project Coordinator is preparing the public hearing report(s). Your Project Coordinator will request these items at that time, and they are to be submitted by the date indicated in the request.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18. Archaeological Resources (information sheets provided) <ul style="list-style-type: none"> <input type="checkbox"/> Certificate of No Effect / Approval Application (form provided) <input checked="" type="checkbox"/> Archaeology Survey and Report - 3 copies <input type="checkbox"/> Archaeology 'Records Check' Report Only - 3 copies <input type="checkbox"/> Copies of Previous Archeological Research - 1 copy

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	19. Completed Airport Vicinity Development Checklist – Your property is located within the vicinity of the Scottsdale Municipal Airport (within 20,000 foot radius of the runway; information packet provided. Short form)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20. ESLO Wash Modifications Development Application (application provided) The ESLO Wash Modifications Development Application is to be submitted concurrently with this Preliminary Plat Application.
PART II -- REQUIRED PLANS & RELATED DATA		
Req'd	Rec'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21. Plan & Report Requirements For Preliminary Plat Applications Checklist (form provided)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	22. Application Narrative <ul style="list-style-type: none"> • 8 ½" x 11" – 11 copies 1. The application narrative shall specify how the proposal separately addresses each of the applicable Development Review Board criteria. (Form provided) 2. The application narrative shall provide and explanation and justification for any proposed amended development standard(s) 3. Historic Property. If the property is an existing or potential historic property, describing how the proposal preserves the historic character or compliance with property's existing Historic Preservation Plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	23. Proposed Development Standards / Amended Development Standards (Example provided) (Must adhere to the Maricopa County Recorder requirements) <ul style="list-style-type: none"> • 8 ½" x 11" – 2 copies (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	24. Proposed Covenants, Conditions, and Restrictions (CC&R'S) <ul style="list-style-type: none"> • 8-1/2" x 11" – 1 copy
<input checked="" type="checkbox"/>	<input type="checkbox"/>	25. Proposed Development Agreement (shared facilities, etc.) WATER/WASTEWATER (Must adhere to the Maricopa County Recorder requirements) <ul style="list-style-type: none"> • 8-1/2" x 11" – 1 copy
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26. Context Aerial with the proposed site improvements superimposed <ul style="list-style-type: none"> • 24" x 36" – 2 color copies, folded • 11" x 17" – 1 color copy • 8 ½" x 11" – 1 color copy (quality suitable for reproduction) <p>Aerial shall not be more than 1 year old and shall include and overlay of the site plan showing lot lines, tracts, easements, street locations/names and surrounding zoning for a radius from the site of:</p> <p>_____ 750 foot radius from site</p> <p>_____ 1/4 mile radius from site</p> <p>_____ Other: _____</p>

Planning and Development Services

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

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>27. Preliminary Plat</p> <ul style="list-style-type: none"> • 24" x 36" – 11 copies, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital - 1 copy (Text and drawing shall be black and white, and in the DWF format)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p>28. Site Plan</p> <ul style="list-style-type: none"> • 24" x 36" – 12 copies, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital - 1 copy (Text and drawing shall be black and white, and in the DWF format)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>29. Open Space Plan (Site Plan Worksheet) (Example Provided) FOR R-4/ESL ZONING</p> <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital – 1 copy (Text and drawing shall be black and white, and in the DWF format)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>30. Site Cross Sections CUTS/FILES</p> <ul style="list-style-type: none"> • 24" x 36" 1 – copy, folded • 11" x 17" 1 – copy, folded
		<p>31. Construction Envelope Plan (ESL Areas)</p> <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital – 1 copy (Text and drawing shall be black and white, and in the DWF format)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>32. Natural Area Open Space Plan (ESL Areas)</p> <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital – 1 copy (Text and drawing shall be black and white, and in the DWF format)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>33. Topography and slope analysis plan (ESL Areas)</p> <ul style="list-style-type: none"> • 24" x 36" 1 – copy, folded
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>34. Phasing Plan</p> <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital – 1 copy (Text and drawing shall be black and white, and in the DWF format)

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input type="checkbox"/>	35. Landscape Plan <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded of <u>black and white line drawings</u> (a grayscale copy of the color Landscape Plan will not be accept.) • 11" x 17" – 1 copy, folded (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction) • Digital – 1 copy (Text and drawing shall be black and white, and in the DWF format)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	36. Hardscape Plan <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded of black and white line drawings (a grayscale copy of the color Landscape Plan will not be accept.) • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	37. Parking Plan <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	38. Parking Master Plan See the City's <u>Zoning Ordinance, Article IX</u> for specific submittal and content requirements for Parking Master Plan. The report shall be bound (3 ring, GBC or coil wire, no staples) with card stock front and back covers, and must include all required exhibits. <ul style="list-style-type: none"> • 8-1/2" x 11" - 2 copies
<input checked="" type="checkbox"/>	<input type="checkbox"/>	39. Pedestrian and Vehicular Circulation <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	40. Bikeways & Trails Plan <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	41. Wall Elevations and Details and/or Entry Feature Elevations and Details <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	42. Community Features (mail kiosk, private street signs, etc) Elevations and Details <ul style="list-style-type: none"> • 24" x 36" – 2 copies, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction) • 8 ½" x 11" – 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43. Exterior Lighting Site Plan (including exterior building mounted fixtures) <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)

Preliminary Plat Application Checklist

		<ul style="list-style-type: none"> • 8 1/2" x 11" - 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	44. Exterior Lighting Photometric Analysis <ul style="list-style-type: none"> • 24" x 36" - 1 copy, folded • 11" x 17" - 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	45. Manufacturer Cut Sheets of All Proposed Lighting <ul style="list-style-type: none"> • 24" x 36" - 1 copy, folded • 11" x 17" - 1 copy, folded (quality suitable for reproduction) • 8 1/2" x 11" - 1 copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	46. Sensitive Design Concept Plan and Proposed Design Guidelines (Architectural, landscape, hardscape, exterior lighting, community features, common structures, etc.) <ul style="list-style-type: none"> • 11" x 17" - 1 copy, folded (quality suitable for reproduction) • 8 1/2" x 11" - 1 color copy (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	47. Drainage Report (information provided) See the City's <u>Design Standards & Policies Manual</u> for specific submittal and content requirements for drainage report. The report shall be bound (3 ring, GBC or coil wire, no staples) with card stock front and back covers, and must include all required exhibits, full color aerial, topography maps and preliminary grading and drainage plans. Full size plans/maps shall be folded and contained in pockets. <ul style="list-style-type: none"> • 8-1/2" x 11" - 2 copies of the Drainage Report including full size plans/maps in pockets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	48. Master Drainage Plan See the City's <u>Design Standards & Policies Manual</u> for specific submittal and content requirements for Master Drainage Report. The report shall be bound (3 ring, GBC or coil wire, no staples) with card stock front and back covers, and must include all required exhibits, full color aerial, topography maps and preliminary grading and drainage plans. Full size plans/maps shall be folded and contained in pockets. <ul style="list-style-type: none"> • 8-1/2" x 11" - 2 copies of the Drainage Report including full size plans/maps in pockets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	49. Preliminary Basis of Design Report for Water and Wastewater See the City's <u>Design Standards & Policies Manual</u> for specific submittal and content requirements for Basis of Design Report for Water. The report shall be bound and must include all required exhibits and plans. <ul style="list-style-type: none"> • 8-1/2" x 11" - 3 copies of the Report including full size plans/maps in pockets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	50. Preliminary Basis of Design Report for Wastewater See the City's <u>Design Standards & Policies Manual</u> for specific submittal and content requirements for Design Report for Wastewater. The report shall be bound and must include all required exhibits and plans. <ul style="list-style-type: none"> • 8-1/2" x 11" - 3 copies of the Report including full size plans/maps in pockets

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p>51. Water Sampling Station</p> <ul style="list-style-type: none"> • Show location of sample stations on the preliminary plat. • Fax 8 1/2" x 11" copy of the preliminary plat with sampling stations to the Water Quality Division. • Attn: Craig Miller. Fax 480-312-8728/ Phone 480-312-8743
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>52. Water Of Approval For Fountains Or Water Features from the Water Conservation Office Please contact Elisa Klien at 480-312-5670 IF APPLICABLE</p> <ul style="list-style-type: none"> • 1 copy of the approval from the Water Conservation Office
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p>53. Expansion of Participation for Water and Wastewater (form provided)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>54. Transportation Impact & Mitigation Analysis (TIMA) (information provided) AS PROVIDED WITH APEN</p> <p>Please review the City's Design Standards & Policies Manual and Transportation Impact and Mitigation Analysis Requirements provided with the application material for the specific requirements. The report shall be bound (3 ring, GBC or coil wire, no staples) with card stock front and back covers, and must include all required exhibits, and plans.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 Study <input checked="" type="checkbox"/> Category 2 Study <input checked="" type="checkbox"/> Category 3 Study • 8-1/2" x 11" - 3 copies of the Transportation Impact & Mitigation Analysis including full size plans/maps in pockets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>55. Native Plant Submittal: (information provided)</p> <ul style="list-style-type: none"> • 24" x 36" 1 – copy, folded. <p>(Aerial with site plan overlay to show spatial relationships of existing protected plants and significant concentrations on vegetation to proposed development)</p> <ul style="list-style-type: none"> • See Sec. 7.504 of the Zoning Ordinance for specific submittal requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>56. Revegetation Site Plan, including Methodology and Techniques</p> <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>57. Landform Types Maps</p> <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input type="checkbox"/>	58. Cuts and Fills Site Plan <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	59. Cuts and Fills Site Cross Sections <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	60. Composite Factors Map <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	61. Unstable Slopes / Boulders Rolling Map <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	62. Bedrock & Soils Map <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	63. Conservation Area, Scenic Corridor, Vista Corridor Plan <ul style="list-style-type: none"> • 24" x 36" – 1 copy, folded • 11" x 17" – 1 copy, folded (quality suitable for reproduction)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	64. Other: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <ul style="list-style-type: none"> <input type="checkbox"/> 24" x 36" – _____ copy(ies), folded <input type="checkbox"/> 11" x 17" – _____ copy(ies), folded (quality suitable for reproduction) <input type="checkbox"/> 8 1/2" x 11" – _____ copy(ies) (quality suitable for reproduction) <input type="checkbox"/> Digital – 1 copy (Text and drawing shall be black and white, and in the DWF format)
PART III – SAMPLES & MODELS		
Req'd	Rec'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below.

Preliminary Plat Application Checklist

<input checked="" type="checkbox"/>	<input type="checkbox"/>	65. Paint Color Drawdowns • 1 set of 5" x 7" (minimum size) of each paint color and material identification names and numbers.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	66. Other: <u>DEVELOPMENT AGREEMENT AND</u> <u>ASSOCIATED MATERIALS FOR</u> <u>NEW SITES.</u>

PART IV – SUBMITTAL OF THE DEVELOPMENT APPLICATION

Req'd	Rec'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	67. An appointment must be scheduled to submit this application. To schedule your submittal meeting please call 480-312-7000. Request a submittal meeting with a Planning Specialist and provide your case pre-app number; <u>279 -PA- 2016</u>.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	68. Submit all items indicated on this checklist pursuant to the submittal requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	69. Submit all additional items that are required pursuant to the stipulations of any other Development Application that this application is reliant upon
<input checked="" type="checkbox"/>	<input type="checkbox"/>	70. Delayed Submittal. Additional copies of all or certain required submittal indicated items above will be require at the time your Project Coordinator is preparing the public hearing report(s). Your Project Coordinator will request these items at that time, and they are to be submitted by the date indicated in the request.



109997

10:59
0099313
3/15/2017 PLN-1510
DHOL HPTC60051
3/15/2017 10:35 A
\$2,470.00

Received From :

M3 Companies
4222 E. CAMELBACK RD STE H100
PHOENIX, AZ 85018
602-386-1317

Bill To :

119-00-066
80-1000

Reference #	279-PA-2016	Issued Date	3/15/2017
Address	37080 N CAVE CREEK RD	Paid Date	3/15/2017
Subdivision	M.O.D. NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY	Payment Type	CREDIT CARD
Marketing Name		Cost Center	
MCR	754-30	Metes/Bounds	No
APN	219-13-244	Gross Lot Area	0
Owner Information		NAOS Lot Area	0
Robert Jones - Desert Mountain Real Estate Holding		Net Lot Area	0
10550 E. Desert Hills Drive		Number of Units	1
Scottsdale, AZ 85262		Density	
480-595-4030		Water Zone	
		Water Type	
		Sewer Type	
		Meter Size	
		QS	62-49

Code	Description	Additional	Qty	Amount	Account Number
3150	PRELIMINARY PLAT FEES		1	\$2,470.00	100-21300-44221

SCOTTSDALE DEVELOP SVC
7447 E INDIAN SCHOOL RD
SCOTTSDALE, AZ 85251
03/15/2017 10:35:25

CREDIT CARD
MC SALE
XXXXXXXXXXXX8399
CARD #
CHIP CARD:
AID: A0000000041010
ATC: 0002
TC: B38841D824427244
SEQ #: 1
Batch #: 101
INVOICE 2
SERVER 0008
Approval Code: 094860
Entry Method: Chip Read
Mode: Issuer
Tax Amount: \$0.00
Cust Code:

SALE AMOUNT \$2470.00

City of Scottsdale
7447 E. Indian School Rd.
Scottsdale, AZ 85251
(480) 312-2500
One Stop Shop

Date: 3/15/2017 Cashier: DHOL
Office: PLN-1STOP Mech ID: HPTC6005125
Tran #: 1 Batch #: 59394
Receipt: 00998185 Date: 3/15/2017 10:35 AM
109997
3150 PRELIMINARY PLAT \$2,470.00

TENDERED AMOUNTS:
Mastercard Tendered: \$2,470.00
CC Last 4: 8399 Auth Code: 397
Transaction Total: \$2,470.00

Thank you for your payment.
Have a nice day!

SIGNED BY TOM WARLEY ON 3/15/2017

Total Amount **\$2,470.00**

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)
TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 109997

Development Application



Development Application Type:

Please check the appropriate box of the Type(s) of Application(s) you are requesting

Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other:
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input checked="" type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Project Name: DM19

Property's Address: North of Northeast Corner of N. Pima Road and N. Cave Creek Road

Property's Current Zoning District Designation:

The property owner shall designate an agent/applicant for the Development Application. This person shall be the owner's contact for the City regarding this Development Application. The agent/applicant shall be responsible for communicating all City information to the owner and the owner application team.

Owner: DM Real Estate Holdings, LLC	Agent/Applicant: Thomas H. Warley
Company: Desert Mountain Club, Attn: Ben Viglietta	Company: DM19, LLC
Address: 39730 N Cave Creek Road, Scottsdale AZ 85262	Address: 4222 E. Camelback Road, Suite H100, Phoenix AZ 85018
Phone: 480-595-4243 Fax: 480-437-2896	Phone: 602-386-1317 Fax: 877-831-3006
E-mail: bviglietta@desertmt.com	E-mail: twarley@m3companiesllc.com
Designer: Wendell Pickett	Engineer: Dan Cronin
Company: Greedy Pickett	Company: Wood Patel
Address: 7144 E. Stetson Drive, Suite 205, Scottsdale AZ 85251	Address: 2051 W. Northern Ave, Suite 100, Phoenix AZ 85021
Phone: 480-609-0009 Fax: 480-609-0068	Phone: 602-335-8550 Fax: 602-335-8500
E-mail: wpickett@greepickett.com	E-mail: dcronin@woodpatel.com

Please indicate in the checkbox below the requested review methodology (please see the descriptions on page 2).

- This is not required for the following Development Application types: AN, AB, BA, II, GP, TA, PE and ZN. These applications¹ will be reviewed in a format similar to the Enhanced Application Review methodology.

<input checked="" type="checkbox"/> Enhanced Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Enhanced Application Review methodology.
<input type="checkbox"/> Standard Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Standard Application Review methodology.

Owner Signature

Agent/Applicant Signature

Official Use Only

Submittal Date:

Development Application No.:

Planning and Development Services

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov



Request To Submit Concurrent Development Applications

Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input checked="" type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input checked="" type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input checked="" type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: DM Real Estate Holdings, LLC

Company: DM19, LLC

Address: 4222 E. Camelback Road, Suite H100, Phoenix, AZ 85018

Phone: 602-386-1310 Fax: _____

E-mail: twarley@m3companiesllc.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. §9-831 – 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name): Thomas H. Warley Title: Director of Land Development

Signature

Date: 3/2/17

Official Use Only:	Submittal Date: _____
Request: <input type="checkbox"/> Approved or <input type="checkbox"/> Denied	
Staff Name (Print): _____	
Staff Signature: _____	Date: _____

April 21, 2016

Via Hand-Delivery, to:

City of Scottsdale
Planning & Development Services Department
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

Re: Letter of Authorization – 279-PA-2016 (Desert Mountain – Parcel 19)

To Whom It May Concern:

This letter authorizes the firms and companies of The M3 Companies, Berry Riddell, Greey Pickett, Wood Patel, Land Development Services, Technical Solutions, and Stanley Consultants to represent and act on behalf of DM Real Estate LLC in connection with the General Plan Amendment, Zoning, Use Permit, Development Review Board, Preliminary Plat applications and related City matters for the 89+/- acre property located north of the northeast corner of Pima and Cave Creek Roads (Desert Mountain Parcel 19) the City of Scottsdale, Maricopa County, Arizona.

DM Real Estate Holdings, LLC

By: 

Its

PRESIDENT

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 37080 N Cave Creek Road, Scottsdale 85262
- b. County Tax Assessor's Parcel Number: 219-13-244
- c. General Location: North of NE Corner of N. Pima Road and N. Cave Creek Road
- d. Parcel Size: Approximately 91 acres
- e. Legal Description: See Attached

(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 Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & 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 and 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)

Date

Signature

Thomas H. Warley

March 3, 2017

William A. Browlee

June 28, 2017

_____, 20__

_____, 20__

Planning and Development Services

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

PARCEL NO. 1:

PARCEL 8, OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 754 OF MAPS, PAGE 30;

EXCEPT THAT PORTION DEEDED TO THE CITY OF SCOTTSDALE IN DOCUMENT NO. 92-0116951 OF OFFICIAL RECORDS, AND AS SHOWN ON SAID PLAT; AND

FURTHER EXCEPT A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING A PART OF PARCEL 8 OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AT BOOK 754 OF MAPS, PAGE 30, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN-MOST CORNER OF PARCEL 4 OF SAID BOOK 754 OF MAPS, PAGE 30, FROM WHICH THE SOUTHEASTERLY LINE OF SAID PARCEL 4 BEARS SOUTH 15 DEGREES 52 MINUTES 58 SECONDS WEST, (BASIS OF BEARING) TO AN ANGLE POINT AT A DISTANCE OF 238.96 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

SOUTH 39 DEGREES 48 MINUTES 15 SECONDS EAST, 42.87 FEET;

SOUTH 77 DEGREES 35 MINUTES 34 SECONDS EAST, 158.02 FEET TO THE NORTHERN-MOST CORNER OF PARCEL 6 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE CONTINUING ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 8, CONTIGUOUS TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 6, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

SOUTH 61 DEGREES 44 MINUTES 03 SECONDS WEST, 70.00 FEET;

SOUTH 16 DEGREES 41 MINUTES 37 SECONDS WEST, 42.43 FEET;

SOUTH 28 DEGREES 17 MINUTES 56 SECONDS EAST, 65.43 FEET;

SOUTH 73 DEGREES 08 MINUTES 08 SECONDS EAST, 35.36 FEET;

NORTH 61 DEGREES 44 MINUTES 03 SECONDS EAST, 75.00 FEET;

THENCE LEAVING SAID PARCEL 6 BOUNDARY CONTINUING ALONG SAID PARCEL 8 BOUNDARY, SOUTH 45 DEGREES 58 MINUTES 57 SECONDS EAST A DISTANCE OF 195.38 FEET TO A POINT ON THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, A PUBLIC RIGHT OF WAY, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 31 DEGREES 05 MINUTES 25 SECONDS EAST AT A DISTANCE OF 1498.40 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 03 DEGREES 56 MINUTES 00 SECONDS, A DISTANCE OF 102.86 FEET TO THE EASTERN-MOST CORNER OF PARCEL 5 OF SAID BOOK 754 OF MAPS, PAGE 30;

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 37080 N Cave Creek Rd, Scottsdale, AZ 85262
- b. County Tax Assessor's Parcel Number 219-13-244
- c. General Location N Pima Rd and E Cave Creek Rd
- d. Parcel Size: Approx 89 acres
- e. Legal Description: See Attached

(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.

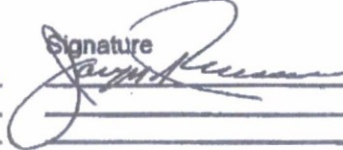
5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

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)
JOE MASLICE

Date
4 / 22 2016

Signature


**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

37080 N Cave Creek Rd, Scottsdale, AZ 85262

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

4/25/16
Date

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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

RIGHTS OF PROPERTY OWNER

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

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

APPEAL PROCEDURE

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

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

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

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

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

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

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

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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, Arizona 85016***

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A**
- The Requirements**
- The Exceptions in Schedule B - Parts 1 and 2**
- The Conditions**

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

**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

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

Second Amended

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

Effective Date: **May 12, 2017** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$24,000,000.00

Proposed Insured:

City of Scottsdale

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:

DM Real Estate Holdings, 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:

City of Scottsdale

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: Daniel Figueroa @ (602)567-8100/dfigueroa@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:

PARCEL 8, OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 754 OF MAPS, PAGE 30;

EXCEPT THAT PORTION DEEDED TO THE CITY OF SCOTTSDALE IN DOCUMENT NO. 92-0116951 OF OFFICIAL RECORDS, AND AS SHOWN ON SAID PLAT; AND

FURTHER EXCEPT A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING A PART OF PARCEL 8 OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AT BOOK 754 OF MAPS, PAGE 30, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN-MOST CORNER OF PARCEL 4 OF SAID BOOK 754 OF MAPS, PAGE 30, FROM WHICH THE SOUTHEASTERLY LINE OF SAID PARCEL 4 BEARS SOUTH 15 DEGREES 52 MINUTES 58 SECONDS WEST, (BASIS OF BEARING) TO AN ANGLE POINT AT A DISTANCE OF 238.96 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

SOUTH 39 DEGREES 48 MINUTES 15 SECONDS EAST, 42.87 FEET;

SOUTH 77 DEGREES 35 MINUTES 34 SECONDS EAST, 158.02 FEET TO THE NORTHERN-MOST CORNER OF PARCEL 6 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE CONTINUING ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 8, CONTIGUOUS TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 6, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

SOUTH 61 DEGREES 44 MINUTES 03 SECONDS WEST, 70.00 FEET;

SOUTH 16 DEGREES 41 MINUTES 37 SECONDS WEST, 42.43 FEET;

SOUTH 28 DEGREES 17 MINUTES 56 SECONDS EAST, 65.43 FEET;

SOUTH 73 DEGREES 08 MINUTES 08 SECONDS EAST, 35.36 FEET;

NORTH 61 DEGREES 44 MINUTES 03 SECONDS EAST, 75.00 FEET;

THENCE LEAVING SAID PARCEL 6 BOUNDARY CONTINUING ALONG SAID PARCEL 8 BOUNDARY, SOUTH 45 DEGREES 58 MINUTES 57 SECONDS EAST A DISTANCE OF 195.38 FEET TO A POINT ON THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, A PUBLIC RIGHT OF WAY, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 31 DEGREES 05 MINUTES 25 SECONDS EAST AT A DISTANCE OF 1498.40 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 03 DEGREES 56 MINUTES 00 SECONDS, A DISTANCE OF 102.86 FEET TO THE EASTERN-MOST CORNER OF PARCEL 5 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE LEAVING SAID RIGHT OF WAY LINE OF CAVE CREEK ROAD, ALONG THE NORTHEASTERN, NORTHWESTERN AND SOUTHWESTERN BOUNDARIES OF SAID PARCEL 5, ALL BEING CONTIGUOUS TO THE BOUNDARY OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

NORTH 30 DEGREES 23 MINUTES 22 SECONDS WEST, 129.68 FEET;

NORTH 82 DEGREES 18 MINUTES 17 SECONDS WEST, 82.98 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 113.25 FEET;

NORTH 82 DEGREES 18 MINUTES 17 SECONDS WEST, 20.00 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 22.20 FEET;

SOUTH 82 DEGREES 18 MINUTES 17 SECONDS EAST, 10.47 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 19.39 FEET;

SOUTH 43 DEGREES 11 MINUTES 44 SECONDS EAST, 86.68 FEET TO A POINT ON SAID CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 40 DEGREES 46 MINUTES 38 SECONDS EAST AT A DISTANCE OF 1498.40 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 30 SECONDS, A DISTANCE OF 235.59 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE SOUTHWESTERLY LINE OF A WATER LINE EASEMENT, 20.00 FEET IN WIDTH AS SHOWN AND DEDICATED ON SAID BOOK 754 OF MAPS, PAGE 30, NORTH 47 DEGREES 08 MINUTES 34 SECONDS WEST A DISTANCE OF 378.16 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL 4 OF BOOK 754 OF MAPS, PAGE 30;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY OF PARCEL 4, ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

NORTH 42 DEGREES 59 MINUTES 46 SECONDS EAST, 92.69 FEET;

SOUTH 47 DEGREES 21 MINUTES 25 SECONDS EAST, 54.29 FEET;

NORTH 43 DEGREES 09 MINUTES 11 SECONDS EAST, 145.91 FEET;

NORTH 15 DEGREES 52 MINUTES 58 SECONDS EAST, 238.96 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

DELETED INTENTIONALLY.

PARCEL NO. 3:

LOTS 127 AND 128, OF VELVET SHADOWS UNIT III, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 121 OF MAPS, PAGE 49.

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

**SCHEDULE B
Second Amended**

PART TWO:

1. Taxes for the fiscal year of 2017, a lien not yet due or payable. All taxes currently due and payable have been paid in full.
2. This item has been intentionally deleted.
3. Any charge upon said land by reason of its inclusion in Carefree Improvement Association. (All assessments due and payable are paid.)

(Affects Parcel No. 3)
4. Any charge upon said land by reason of its inclusion in Velvet Shadows Improvement Association. (All assessments due and payable are paid.)

(Affects Parcel No. 3)
5. Any charge upon said land by reason of its inclusion in Carefree Shadows Association. (All assessments due and payable are paid.)

(Affects Parcel No. 3)
6. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Velvet Shadows Unit III, as recorded in Book 121 of Maps, Page 49, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel No. 3)
8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Map of Dedication and Parcel Map North Scottsdale Aquifer Storage & Recovery Project, as recorded in Book 754 of Maps, Page 30, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Release of Easement recorded as 2007-1123589 of Official Records.

(Affects Parcel No. 1)

9. Covenants, Conditions and Restrictions as set forth in Declaration of Restrictions recorded in Docket 7471, Page 54 and Amendment recorded as Docket 10890, Page 398 and re-recorded as Docket 11724, Page 147, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel No. 3)

10. Covenants, Conditions and Restrictions as set forth in Declaration of Restrictions recorded in Docket 10836, Page 999; Amendment recorded as Docket 10970, Page 157; Revised Declaration of Covenants, Conditions and Restrictions recorded as Docket 13555, Page 1 and Declaration of Covenants, Conditions and Restrictions recorded as Docket 13667, Page 229, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel No. 3)

11. This item has been intentionally deleted.

12. An easement for electric lines and poles and incidental purposes in the document recorded as Docket 2539, Page 112.

(Affects Parcel No. 1)

13. This item has been intentionally deleted.

14. An easement for vehicular and pedestrian ingress and egress, pipeline and general utilities and incidental purposes in the document recorded as 92-0116948 of Official Records.

(Affects Parcel No. 1)

15. This item has been intentionally deleted.

16. This item has been intentionally deleted.

17. This item has been intentionally deleted.

18. This item has been intentionally deleted.

19. An easement for public utilities and incidental purposes in the document recorded as 2004-0267450 of Official Records.

(Affects Parcel No. 1)

20. An easement for underground sewer line and incidental purposes in the document recorded as 2007-0271788 of Official Records.

(Affects Parcel No. 1)

21. An easement for underground water line and incidental purposes in the document recorded as 2007-0271789 of Official Records.

(Affects Parcel No. 1)

22. This item has been intentionally deleted.

23. This item has been intentionally deleted.

24. The terms and provisions contained in the document entitled "Declaration Limiting Total Development" recorded January 26, 2000 as 00-0062296 of Official Records.

(Affects all parcels)

25. This item has been intentionally deleted.

26. This item has been intentionally deleted.

27. This item has been intentionally deleted.

28. This item has been intentionally deleted.

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

30. This item has been intentionally deleted.

31. The terms and provisions contained in the document entitled "Agreement For The Waiver Of Claims For Diminution In Value Of Property" recorded December 8, 2016 as 2016-0905111 and in 2016-0905113 of Official Records.

(Affects Parcel No. 1)

End of Schedule B

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

Second 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.

(Affects Parcel No. 3)

2. All of 2016 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$112,690.48 for the year 2016 under Assessor's Parcel No. 219-13-244 1.

(Covers More Property)

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$382.84 for the year 2016 under Assessor's Parcel No. 219-11-145 4.

(Affects Lot No. 127 of Parcel No. 3)

NOTE: Taxes are assessed in the total amount of \$286.18 for the year 2016 under Assessor's Parcel No. 219-11-146 1.

(Affects Lot No. 128 of Parcel No. 3)

3. **DELETED INTENTIONALLY**

4. **DELETED INTENTIONALLY**

5. Proper evidence showing that all assessments due and payable, levied by Carefree Improvement Association, have been paid to and including the closing date of this transaction.

(Affects Parcel No. 3)

6. Proper evidence showing that all assessments due and payable, levied by Velvet Shadows Improvement Association, have been paid to and including the closing date of this transaction.

(Affects Parcel No. 3)

7. Proper evidence showing that all assessments due and payable, levied by Carefree Shadows Association, have been paid to and including the closing date of this transaction.

(Affects Parcel No. 3)

8. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$52,000,000.00, recorded August 18, 2011 as 2011-0690698 of Official Records.
Dated: August 18, 2011
Trustor: DM Real Estate Holdings, LLC, an Arizona limited liability company
Trustee: National Bank of Arizona, a national banking association
Beneficiary: National Bank of Arizona, a national banking association

(Covers More Property)

9. 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.

REQUIREMENT SATISFIED

10. 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.
11. Approval by all parties to this transaction of the description used herein.
12. 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 DM Real Estate Holdings, LLC, a limited liability company.
13. Record Warranty Deed from 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.

14. Such further requirements as may be necessary after completion of the above.
15. Return to title department for final recheck before recording.

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.

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.

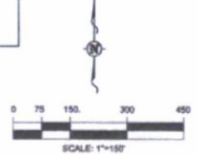
NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of 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

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

LAND DESCRIPTION
 PARCEL NO. 1
 ALL OF PARCEL 3 ACCORDING TO MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE ADUFER STORAGE AND RECOVERY PROJECT ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 754 OF MAPS, PAGE 30

PARCEL NO. 2
 THAT BENEFICIAL AND APPURTENANT EASEMENT SET FORTH IN WATER LINE EASEMENT FROM THE CITY RECORDED DECEMBER 21, 2010 IN RECORDING NO. 2010-1108431
 NOTE: ALL PROPERTY CORNERS ARE 1/2 INCH IRON BARS WITH BRASS TAGS STAMPED L.S.22281



NO.	DIRECTION	DISTANCE
1	N 40° 00' 00\"/>	

NO.	HAZARD	DATE	DEPTH	DEPTH
1	CL 12\"/>			

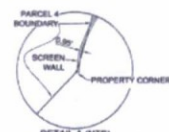
UTILITY NOTES:
 1. UTILITIES ADJACENT TO THIS SITE ARE AS FOLLOWS:
 PRMA RD - UNDERGROUND ELECTRIC 18 & 20 FEET WEST OF MONUMENT LINE RUNNING NORTH AND SOUTH - 2\"/>

CAVE CREEK RD - UNDERGROUND ELECTRIC DUCT BANK RUNNING NORTHEAST AND SOUTHWEST 27 FEET NORTHEASTERLY OF MONUMENT LINE WITH DIRECT BURIAL SERVICES TO THE SUBJECT PROPERTY AND THE ADJACENT CITY OF SCOTTSDALE PARCELS - 18\"/>

CHISEL - ALL OF THE NOTED EASEMENTS CONTAIN THE UTILITIES THEY ARE NOTED FOR, INCLUDING WATER, SEWER AND ELECTRIC.
 GENERAL NOTE:
 1. W.L.E. LANGUAGE ALSO PROVIDES GENERAL EASEMENT OVER PARCEL 4 NECESSARY TO ACCESS PUMP STATION AND SURGE POND, IN ADDITION TO WATER LINE EASEMENT WITH SPECIFIC ALIGNMENT SHOWN.

CHICAGO TITLE SCHEDULE B - SECTION 3 EXCEPTIONS (NPI) = NON-FLOTTABLE EXCEPTION (X) = SHOWN HEREIN

1. Intentionally Omitted
2. Intentionally Omitted
3. Intentionally Omitted
4. Intentionally Omitted
5. Intentionally Omitted
6. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: electric lines
 Recording No: Decker 2538, page 112
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: roadway
 Recording No: Decker 3538, page 497
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: highway
 Recording No: Decker 7137, page 586
10. Intentionally Omitted
11. Intentionally Omitted
12. Intentionally Omitted
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: highway easement
 Recording No: Decker 16025, page 399
14. Intentionally Omitted
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: electric lines
 Recording No: Document No. 88-38328
16. Intentionally Omitted
17. Intentionally Omitted
18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: vehicular and pedestrian, ingress and egress, pipeline and general utilities
 Document No. 10-0110848
19. All matter shown of survey recorded in Book 729 of Maps, Page 13 and in Book 230 of Maps, page 27 (NPI) NEITHER SURVEY OR DEDICATIONS, NOR DO THEY SHOW RECORDING INFORMATION EASEMENTS SHOWN.
20. Easements, covenants, conditions and restrictions as set forth on the recorded plat of said subdivision
21. Intentionally Omitted
22. Terms and Conditions contained in Document No. 2000-0362266 (NPI)
23. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: water line
 Recording No: Document No. 2000-0683288 and re-recorded in Document No. 2001-0270303
24. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: water line
 Recording No: Document No. 20000981425 and re-recorded in Document No. 20010270304
25. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: water line
 Recording No: Document No. 20010891488
26. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: electrical and communication lines, facilities
 Recording No: Document No. 20040387460 NOTE: EASEMENT DOCUMENT INDICATES ADDITIONAL EXISTING EASEMENTS WITH RECORDING INFORMATION OR MATHEMATICAL DEFINITION.
27. Intentionally Omitted
28. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: water line
 Recording Date: October 26, 2001
 Recording No: 2001-0691669
29. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.
 Purpose: sewer line
 Recording Date: March 6, 2007
 Recording No: 2007-0271786
30. Intentionally Omitted



DETAIL A (NTS)
 WALL CROSSES INTO PARCEL 4 AT 1.03' FROM PROPERTY CORNER TO A MAXIMUM ENCROACHMENT OF 0.95' AT 7.46' FROM PROPERTY CORNER AND CROSSES BACK AT 15.96' FROM PROPERTY CORNER.



ALTA-ACSM SURVEY AT DESERT MOUNTAIN CLUB FACILITIES AND OTHER PARCELS EXERCISED OPTION PARCEL (PARCEL 4)

PREPARED BY GANNETT FLEMING INC.
 4729 N. 40TH STREET, STE. 800
 PHOENIX, ARIZONA 85018-4852
 PH. 602-953-8817, FAX 602-953-8819

SCALE: 1" = 150' SHEET 3 OF 3

JOB NO. DATE SURVEY BY DR
 4983.02A 12-2010 JPS-JS-A

EXPIRES 6-30-2013

Preliminary Plat Notification Affidavit



I, Thomas H. Warley, acting on behalf of
M3 Builders, hereby affirm that a copy of the
preliminary plat of DM19
subdivision has been delivered to the following agencies for their review.

<u>AGENCY</u>	<u>DATE NOTIFIED</u>
<input checked="" type="checkbox"/> SALT RIVER PROJECT...(2).....	2/21/17
<input checked="" type="checkbox"/> ARIZONA PUBLIC SERVICE	2/21/17
<input checked="" type="checkbox"/> SOUTHWEST GAS CORPORATION.....	2/21/17
<input checked="" type="checkbox"/> ARIZONA DEPARTMENT OF TRANSPORTATION.....	2/21/17
<input checked="" type="checkbox"/> MARICOPA COUNTY ENVIRONMENTAL SERVICES.....	2/21/17
<input checked="" type="checkbox"/> MARICOPA COUNTY PLANNING DEPARTMENT.....	2/21/17
<input checked="" type="checkbox"/> MARICOPA COUNTY FLOOD CONTROL DISTRICT.....	2/21/17
<input checked="" type="checkbox"/> SCOTTSDALE POSTMASTER.....	2/21/17
<input checked="" type="checkbox"/> SCOTTSDALE SCHOOL DISTRICT.....	2/21/17
<input checked="" type="checkbox"/> CAVE CREEK SCHOOL DISTRICT.....	2/21/17
<input checked="" type="checkbox"/> PARADISE VALLEY SCHOOL DISTRICT.....	2/21/17
<input checked="" type="checkbox"/> CENTRAL ARIZONA WATER CONSERVATION DISTRICT...	2/21/17
<input checked="" type="checkbox"/> CENTURY LINK.....	2/21/17
OTHER.....	



Signature _____ Date 3/13/17

4222 E. Camelback Road, Suite H100, Phoenix AZ 85018
Address _____ Phone 602-386-1317

Planning and Development Services

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



Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: _____ - PA - _____

Project Name: DM19

Project Address: North of Northeast Corner of N. Pima Road and N. Cave Creek Road

STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent: Thomas H. Warley

Print Name

Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning, Neighborhood & Transportation Division

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

NEIGHBORHOOD NOTIFICATION REPORT

Desert Mountain- Parcel 19

February 20, 2017

Overview

This neighborhood notification report is being performed in association with a Preliminary Plat Application to develop an exclusive single family residential community and short game golf course on a 91 +/- acre parcel located just north of the northeast corner of Pima Road and Cave Creek Road.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners associations, and other interested parties. Communication with these parties has already begun and will be ongoing throughout the process. Work on compiling stakeholders and preparing for the neighborhood outreach began prior to the application filing and will continue throughout the process. Communication with impacted and interested parties may take place with verbal, written, electronic, and door-to-door contact.

Community Involvement

The outreach team began communicating via first-class mailing sent to neighboring property owners and interested parties community members. The distribution of this notification met the City's requirements as specified in the Citizen Review Checklist. This notification contained information about the project, as well as contact information to receive additional information, and the opportunity to give feedback.

The development team has also met with the Town Manager and Planning leadership of the City of Scottsdale and the Town of Carefree to brief them on the proposal. The team continues to stay in contact with the Town leadership. Members of the outreach team will also continue to be available to meet with any neighbors who wish to discuss the project.

A vital part of the outreach process is to allow people to express their concerns, understand issues and attempt to address them in a professional and timely matter. As previously stated the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

Attachments:

Notification letter

Notification lists

February 23, 2017

«Owner_Name»

«Company»

«Mailing_Address1»

«Mailing_Address_City», «Mailing_Address_State» «Mailing_Address_Zip_Code»

RE: Notice of Proposed Development

Dear Neighbor:

We are pleased to tell you about an upcoming request to be filed with the City of Scottsdale by M3 Companies on behalf of Desert Mountain to build an exclusive single-family residential community and 18-hole short game golf course located on approximately 91+/- acres just north of the northeast corner of Pima Road and Cave Creek Road known as Desert Mountain Parcel 19. The request is for a preliminary plat application.

If you have any questions, please contact me at the number above or at twarley@m3companiesllc.com. The City of Scottsdale Project Coordinator for the project is Jesus Murillo, who can be reached at 480-312-7849 or JMurillo@scottsdaleaz.gov.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Thomas H. Warley", with a long, sweeping underline.

Thomas H. Warley
Director of Development

Owner	Company	Address	City	State	Zip
Annette Petrillo		1169 E. Clovefield Street	Gilbert	AZ	85298
Audry Villaverde	Withey Morris, PLC	2525 E. Arizona Biltmore Circle; Suite A-212	Phoenix	AZ	85016
Chris Schaffner		7346 E. Sunnyside Dr.	Scottsdale	AZ	85280
Dan Sommer		12005 N 84th Street	Scottsdale	AZ	85260
David G. Gulino		7525 E. Camelback Road, Suite 104	Scottsdale	AZ	85251
Dr. Sonnie Kirtley	COGS	8507 East Highland Avenue	Scottsdale	AZ	85251-182
Ed Toschik, President		7657 E Mariposa Grande Dr	Scottsdale	AZ	85255
Guy Phillips		7131 E. Cholla St.	Scottsdale	AZ	85254
Jim Funk	Gainey Ranch Community Association	7720 Gainey Ranch Road	Scottsdale	AZ	85258
Jim Haxby		7336 E. Sunnyside Dr.	Scottsdale	AZ	85260
John Berry/Michele Hammond	Berry Riddell, LLC	6750 E Camelback Rd, Ste 100	Scottsdale	AZ	85251
John Washington		3518 N Cambers Court	Scottsdale	AZ	85251
Leon Spiro		7814 E Oberlin Way	Scottsdale	AZ	85266
Linda Whitehead		9681 E Chuckwagon Lane	Scottsdale	AZ	85262
Lori Haye		P.O. Box 426	Cave Creek	AZ	85327
Maricopa County Superintendent of Schools		4041 N. Central Avenue Suite 1200	Phoenix	AZ	85012
Mike McNeal, Supervisor	AT&T	1231 W. University Drive	Mesa	AZ	85201
Planning & Engineering Section Manager	Arizona State Land Department	1616 W. Adams Street	Phoenix	AZ	85007
Project Management	Arizona Department of Transportation	205 S. 17th Avenue MD 6012E	Phoenix	AZ	85007
Randall P. Brown	Spring Creek Development	7134 E. Stetson Drive; Suite 400	Scottsdale	AZ	85251
Richard Turner, Planning and Zoning Administrator	Town of Fountain Hills	16705 E. Avenue of the Fountains	Fountain Hills	AZ	85268
Sherry Wagner/Right-of-Way Technician, SR.	Mail Station PAB348	P.O. Box 52025	Phoenix	AZ	85072-202
	Withey Morris, PLC	2525 E. Arizona Biltmore Circle; Suite A-212	Phoenix	AZ	85016
	Gammage & Burnham, PLC	2 N. Central Avenue, 15th Floor	Phoenix	AZ	85004
	Arizona Commerce Authority	333 N. Central Avenue, Suite 1900	Phoenix	AZ	85004
	Paradise Valley Unified School District	15002 N. 32nd Street	Phoenix	AZ	85032
	Granite Reef Neighborhood Resource Center	1700 N Granite Reef Road	Scottsdale	AZ	85257
	Southwest Gas Corporation	2200 N. Central Avenue Ste 101	Phoenix	AZ	85004

NAME	ADDRESS	CITY	STATE	ZIP
1ST BAPTIST CHURCH OF SCOTTSDALE	7025 E OSBORN	SCOTTSDALE	AZ	85251
2ND STREET & MILLER ROAD PROPERTY	7550 E 2ND ST	SCOTTSDALE	AZ	85251
3134 CIVIC CENTER ASSOC	17217 AVIENIDA DE LA HERRADUR	PACIFIC PALISADES	CA	90272
4307 LLC	7505 E 6TH AVE STE 100	SCOTTSDALE	AZ	85251
5TH AVE SHORES L L C	6910 E 5TH AVE	SCOTTSDALE	AZ	85251
6336 CORPORATION	6639 LONGMEADOW	LINCOLNWOOD	IL	60712
6831 HOLDINGS LLC	6831 E 5TH AVE	SCOTTSDALE	AZ	85251
6920	2931 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
7007 LIMITED PARTNERSHIP	7007 5TH AVENUE TRAVEL & TOU	SCOTTSDALE	AZ	85251
7033 FIRST AVENUE LLC	2845 E CAMELBACK RD	PHOENIX	AZ	85016
70TH STREET OFFICE L L C	6961 1ST ST	SCOTTSDALE	AZ	85251
7330 LLC	4332 N WELLS FARGO STE 200	SCOTTSDALE	AZ	85251
7532 MCKNIGHT LLC	8411 N VIA DE LAGO	SCOTTSDALE	AZ	85258
A R M OF SAVE THE FAMILY FOUNDATION OF AZ TH	450 W 4TH PL 2ND FLR	MESA	AZ	85201
ABER MARY JO/DAVIS RICHARD W	2107 E ASPEN	TEMPE	AZ	85282
ADAMS RIB L L C	100001 PINNACLE PEAK	SCOTTSDALE	AZ	85255
ADAM'S RIB L L C	22228 CALLE ROYALE	SCOTTSDALE	AZ	85255
AEDD FAMILY TRUST	6220 E SURREY AVE	SCOTTSDALE	AZ	85254
AGEE WILLIAM S/BRENDA B	7232 E SOLANO DR	SCOTTSDALE	AZ	85253
AGNESE UDINOTTI LIVING TRUST THE	6505 E MCDONALD DR	PARADISE VALLEY	AZ	85253
AHLBERG CHARLES TR/REICHARDT JAMES R	2041 E CAIRO DR	TEMPE	AZ	85282
AHO JOHN I/JOHN K/ C/SCHOENMANN D R/ E L	4200 N MILLER RD	SCOTTSDALE	AZ	85251
AHO JOHN K	750 S ROYAL CREST NO 436	LAS VEGAS	NV	89109
AHO JOHN K/CHARLOTTE	4200 N MILLER ROAD	SCOTTSDALE	AZ	85251
ALBAMONTE EUGENE/SUSAN ELAINE	6815 E SECOND ST UNIT 22	SCOTTSDALE	AZ	85251
ALBERSHARDT FRITZ/JOAN TR	4108 VIA LARGAVISTA	PALOS VERDES ESTATES	CA	90274
ALEXANDER PETER FRITZ TR	19162 N 88TH WAY	SCOTTSDALE	AZ	85255
ALVARO C CORRAL LIMITED PARTNERSHIP	15544 N PIMA RD	SCOTTSDALE	AZ	85260
AMERICOR DEVELOPMENT LLC	5705 N SCOTTSDALE RD STE 130	SCOTTSDALE	AZ	85250
ANCA MARAS TR	7327 E THOMAS RD	SCOTTSDALE	AZ	85251
ANCHOR NATIONAL LIFE INSURANCE COMPANY	2800 N CENTRAL AVE STE 2100	PHOENIX	AZ	85004
ANDERSEN REINHARDT & JANE A	426 18TH WEST	CLEAR LAKE WEST	IA	50428
ANDERSON DONALD	3654 N 70TH ST UNIT K	SCOTTSDALE	AZ	85251
ANDERSON EVELYN A	6925 E 4TH ST	SCOTTSDALE	AZ	85251
ANDERSON THOMAS G/ROBERTA D/THEODORE D	6820 E 5TH AVE	SCOTTSDALE	AZ	85251
ANDERSON WALTER H/MARY TR/GEREN ROBERT/M	2710 BAY CANYON CT	SAN DIEGO	CA	92117
ANDRES EDWARD W	40 OAK RIDGE DR	DECATUR	IL	62521
ANTIGUA INVESTMENTS INC	7056 E MAIN ST	SCOTTSDALE	AZ	85251
APA INVESTMENT CO	1034 HASTY TRAIL	CANTON	GA	30115
APPRECIATION & INCOME PROPERTIES INC	P O BOX P	SCOTTSDALE	AZ	85252
ARCADIA FARMS LTD	7014 E FIRST AVE	SCOTTSDALE	AZ	85283
ARCADIA WATER CO	7009 E CAMELBACK RD	SCOTTSDALE	AZ	85251
ARCTIC SELF STORAGE	7220 E STETSON DR	SCOTTSDALE	AZ	85251
ARENA CARMELO/MARY T/SCHILIRO MICHAEL TR	7035 N 23RD PL	PHOENIX	AZ	85020
ARIZONA BANK	120 N STONE	TUCSON	AZ	85701
ARIZONA BANK THE	750 B STREET STE 1500	SAN DIEGO	CA	92101
ARMER JOHN H TR	1041 E ROSE LN	PHOENIX	AZ	85014
ARTS DISTRICT GROUP LLC	5718 WESTHEIMER STE 2100	HOUSTON	TX	77057
ASHWORTH MITCHELL & BRAZELTON P L L C	4225 N BROWN	SCOTTSDALE	AZ	85251
ASKJEN ARNE/JUNE T	8219 N CHARLES DR	PARADISE VALLEY	AZ	85353
ATELIER INC	4242 B CRAFTSMAN CT	SCOTTSDALE	AZ	85251
ATKINSON HERMAN R/PHYLLIS G TR	5814 E WINDSOR AVE	SCOTTSDALE	AZ	85257
AUBUCHON DEBRA S	7024 E 6TH ST #102	SCOTTSDALE	AZ	85260
AUSTIN AUDREY/DEMING JILL A/ROBERT R ETAL	7720 N 16TH ST STE 350	PHOENIX	AZ	85020
AZEVEDO STANLEY J	4200 N MILLER RD 411	SCOTTSDALE	AZ	85251
AZURA EAST CONDOMINIUMS LLC	825 W BROADWAY RD	TEMPE	AZ	85282
B R WOLFE DEVELOPMENTS/ELDORADO LLC	12610 E LAUREL LN	SCOTTSDALE	AZ	85259
BACHAND MICHELLE L	7024 E 6TH DR 103	SCOTTSDALE	AZ	85251
BAGLEY ROBERT JR/BERGELIS MARY JANE	6804 E 2ND ST #16	SCOTTSDALE	AZ	85251
BAIRD THERESA L	6906 E 4TH ST 11	SCOTTSDALE	AZ	85251
BALADI KAMEL S/MARILYN R TR	444 W CAMELBACK RD	PHOENIX	AZ	85013
BALDWIN INVESTMENTS L L C	8143 E GARY RD	SCOTTSDALE	AZ	85260
BANK OF AMERICA NT SA	750 B STREET STE 1500	SAN DIEGO	CA	92101
BANK OF SCOTTSDALE THE	P O BOX 1510	SCOTTSDALE	AZ	85252
BAQUIER ARCELIA MARIA	6805 2ND ST 6	SCOTTSDALE	AZ	85251
BARBIERI ELDEN A & CAROLYN J	6623 N SCOTTSDALE RD	SCOTTSDALE	AZ	85250
BARISH FAMILY TRUST	5417 VIA LOS CABALLOS	PARADISE VALLEY	AZ	85253
BARNES RON N/DARON ETAL	7328 E STETSON DR	SCOTTSDALE	AZ	85251

BASS LOUISE/WILLIAMS EUGENE H	4077 MT VERNON DR	WOODSTOCK	GA	30189
BAUMGARTNER LEONORA V	4200 N MILLER RD #110	SCOTTSDALE	AZ	85251
BEARD SHEILA A	3634 N 70TH ST	SCOTTSDALE	AZ	85251
BEARDEN JOHN E/ESTHER M	4508 ALDRICH AVE SO	MINNEAPOLIS	MN	55409
BEBAF ENTERPRISES LIMITED PARTNERSHIP	9930 E DESERT COVE	SCOTTSDALE	AZ	85260
BEGONIA JULIUS A JR TR	7722 N IRONWOOD DR	SCOTTSDALE	AZ	85253
BELLEAU GLORIA M	6824 E 2ND ST 214	SCOTTSDALE	AZ	85251
BENNETT CHARLA DILL	7023 E 4TH ST 103	SCOTTSDALE	AZ	85251
BERG JOHN W/RUTH T	4200 N MILLER RD NO 510	SCOTTSDALE	AZ	85251
BERNICE MALPASS TR	3650 N 70TH ST	SCOTTSDALE	AZ	85251
BERRY MARILYN G	31857 MAYFAIR LN	BEVERLY HILLS	MI	48025
BERT B MALOUF LLC/WILLIAM B MALOUF LLC	7025 E MCDOWELL RD STE 6	SCOTTSDALE	AZ	85257
BIANCHI JAMES L/PAMELA T	27719 21ST PL S	FEDERAL WAY	WA	98003
BIANCHI RICHARD P/LINDA/R MICHAEL	C/O POX 416	VASHON	WA	98070
BILBY RICHARD J/SUZANNE M TR	5932 E PRESIDIO RD	PHOENIX	AZ	85254
BILTMORE-CAMELBACK I LLC	3550 N CENTRAL AVE #200	PHOENIX	AZ	85012
BIRTCHEER MELBA J	4531 N 86TH ST	SCOTTSDALE	AZ	85251
BISCHOFF FAMILY LIMITED PARTNERSHIP	2040 4TH ST NW	ALBUQUERQUE	NM	87102
BJORN DAL MELVIN B	5830 FALCON RD	WEST VANCOUVER	BC CANA	V7W 1S3
BLACKBURN DOUGLAS S/JANN J	4200 N MILLER RD	SCOTTSDALE	AZ	85251
BLACKWELL JOAN & JOHN W	6901 1ST ST	SCOTTSDALE	AZ	85251
BLALACK THEA ELIZABETH	6936 E 4TH ST 17	SCOTTSDALE	AZ	85251
BLAU ELLIOT	7002 E OSBORN	SCOTTSDALE	AZ	85251
BLJ'S PROPERTIES LTD PARTNERSHIP	2244 W MCDOWELL RD	PHOENIX	AZ	85009
BMK PROPERTIES LLC	1254 WOODCREST AVE	SHOREVIEW	MN	55126
BMR INTERNATIONAL I L L C	5104 E CALLE DEL MEDIO	PHOENIX	AZ	85018
BOARD FREDERICK Z TR	6456 E CALLE DEL MEDIA	SCOTTSDALE	AZ	85251
BONNELL JON B & PAULLA M	P O BOX 1668	SCOTTSDALE	AZ	85252
BOSTETTER JEFFREY L TR	6824 E 2ND ST #109	SCOTTSDALE	AZ	85251
BOWERS MATTHEW C	6907 1ST ST	SCOTTSDALE	AZ	85251
BOYCE JERI G	1601 GREEN BERRY RD	JEFFERSON CITY	MO	65101
BOYD JAMES H/SHIRLEY D	701 W DEL RIO	CHANDLER	AZ	85224
BRANT ALAN G & NANCY H	360 HAWTHORNE LN NE	WARREN	OH	44484
BRE/HV PROPERTIES LLC	2100 RIVEREDGE PKWY FL 9	ATLANTA	GA	30328
BREEN ROBERT C/CAROL A	215 OLESEN DR	NAPERVILLE	IL	60540
BREGMAN & BURT REALTY LLC	7509 E 1ST ST	SCOTTSDALE	AZ	85251
BRESKIN JEAN G	3646 N 70TH ST	SCOTTSDALE	AZ	85251
BRICKER JACK A & BEVERLEY J TR	PO BOX 2290	STON MOUNTAIN	GA	30086
BRIDGE CAPTIAL PARTNERS LLC	4343 E CAMELBACK RD STE 400	PHOENIX	AZ	85018
BRIDGER LIVESTOCK INC	2000 W SIETZ RD	WILSALL	MT	59086
BRIELMAIER DONALD F/ELSIE E	4200 N MILLER RD #212B	SCOTTSDALE	AZ	85251
BROOKS BUILDERS INC	4300 N MILLER RD #110	SCOTTSDALE	AZ	85251
BROWER JAMES G TR	3902 N 87TH ST	SCOTTSDALE	AZ	85251
BRUAKANE INVESTMENTS LLC	1457 AMMONS ST STE 100	LAKEWOOD	CO	80215
BRUTLAG ROBERT G	6943 E 3RD ST	SCOTTSDALE	AZ	85251
BRYANT ROBERT T	5806 S Clark Dr	TEMPE	AZ	85283
BULLINGTON ROBERT H/J DANIEL TR	P O BOX 32964	PHOENIX	AZ	85064
BULLOCK TERRY L/JESSICA L	11985 CENTRAL PIKE	MT JULIET	TN	37122
BUSCHEGGER OLEN P	4601 N 73RD ST 11	SCOTTSDALE	AZ	85251
BUTLER THOMAS MICHAEL & JANET GAIL	4331 LEXINGTON AVE	EL CERRITO	CA	94530
C & H PARTNERS LLC	5112 N 40TH ST SUITE 5	PHOENIX	AZ	85018
CACTUS RESORT PROPERTIES II INC	3200 N CENTRAL AVE STE 2500	PHOENIX	AZ	85012
CAHILL INC	3739 E BELL RD	PHOENIX	AZ	85032
CAISON SHELIA	6804 E 2ND ST UNIT 7	SCOTTSDALE	AZ	85251
CALLONA INVESTMENTS OF ARIZONA LLC ETAL	2850 E CAMELBACK RD #270	PHOENIX	AZ	85016
CAMELVIEW ADVENTURES INC	7131 E MAIN ST	SCOTTSDALE	AZ	85251
CANDLAND SCOTT/CAROL A	7552 E Camelback Rd	SCOTTSDALE	AZ	85251
CANEL INVESTMENTS L L C	442 EL ARROYO RD	HILLSBOROUGH	CA	94010
CANNAMELA MELINDA J	6925 E 4TH ST	SCOTTSDALE	AZ	85251
CANYON PROPERTIES	5445 E CALLE CAMELIA	PHOENIX	AZ	85018
CARLI RAYMOND J & ROXANNE D	8431 E STELLA LN	SCOTTSDALE	AZ	85250
CARLSON RONALD/DIANA/POLLACK GARY/NANCY	5923 SCHULTZ PL	SHEPARD	MT	59079
CARNES MARY M/MONTENEGRO GILBERT/VIRGINIA	6841 E 2ND ST NO 3	SCOTTSDALE	AZ	85251
CARPENTER MARY S/CASEY D	7023 E 4TH ST 104	SCOTTSDALE	AZ	85251
CARRINGTON DAVID B	4145 E HOPE CIR	MESA	AZ	85205
CARTER PRISCILLA A	1113 E LAS COLINAS DR	CHANDLER	AZ	85249
CARTWRIGHT ANN	4255 N BROWN AVE	SCOTTSDALE	AZ	85251
CARY DIANNE C/DIETZ LUCILLE S	34750 N 81ST ST	SCOTTSDALE	AZ	85262
CASA DEL ENCANTO LTD	6939 E 1ST AVE	SCOTTSDALE	AZ	85251

CASSIDY DAVID B	4356 N CIVIC CENTER PLAZA	SCOTTSDALE	AZ	85251
CATALANO FRANCESCO A/EVELYN C	6824 E 2ND ST #204	SCOTTSDALE	AZ	85251
CELLITTI DOMINIC A	1801 E 12TH ST UNIT 1701	CLEVELAND	OH	44114
CHAGRIN RUDOLF E/MARGARETE	11811 AVENUE OF PGA BLG 6 APT	PALM BEACH GARDENS	FL	33418
CHAMBERLAIN THOMAS E/MARY A	843 W 24TH ST	SAN PEDRO	CA	90731
CHAMBERLIN C D/MARIA T TR	PO BOX 7699	ALBUQUERQUE	NM	87104
CHANDLER EUGENE & JOAN A & RICHARD FUNKE	4409 N 66TH ST	SCOTTSDALE	AZ	85251
CHAPPLE LINDA J	8438 E Valley View Rd	SCOTTSDALE	AZ	85250
CHARBONEAU HAROLD/ROSE ANN	109 N ROBERTA	NORTHLAKE	IL	60164
CHARLES W BRILEY REVOCABLE TRUST	58 COLONIA MIRAMONTE	PARADISE VALLEY	AZ	85253
CHARLTON RICHARD R/Fran	8232 E APPALOOSA TRL	SCOTTSDALE	AZ	85258
CHARVOZ ANDREW ELLISON	3625 N MARSHALL WAY	SCOTTSDALE	AZ	85251
CHASE EDWARD L/LISA P	222 LOWER HIGHLANDS RD	CRESTED BUTTE	CO	81224
CHERNOV ROZANN	4200 N MILLER RD NO 208	SCOTTSDALE	AZ	85251
CHOUKALAS CYNTHIA ANN	6834 E 4TH ST NO 8	SCOTTSDALE	AZ	85251
CHRIS VAL PROPERTIES LLC	8023 N MERRILL	NILES	IL	60714
CHRISTENSEN GERALD N/MARY K TR/ETAL	5631 E WALTANN LN	SCOTTSDALE	AZ	85254
CK DOUBLE J LLC	7945 E CAMINO REAL	SCOTTSDALE	AZ	85255
CNL HOTEL INVESTORS INC	450 S ORANGE AVE	ORLANDO	FL	32802
COLETTE HANNAN TR	4200 N MILLER RD # 513	SCOTTSDALE	AZ	85251
COMMUNITY SERVICES OF ARIZONA	P O BOX 1776	CHANDLER	AZ	85244
COMPITELLO DEBORAH J	6938 E 3RD ST	SCOTTSDALE	AZ	85251
CONACHER PATRICK J/SUSAN L	6815 E 2ND ST UNIT 17	SCOTTSDALE	AZ	85251
CONE ELI	7655 LAKESHORE BLVD	MADISON	OH	44057
CONSERVATORY OF DESIGN L L C THE	5225 E DESERT VISTA RD	PARADISE VALLEY	AZ	85253
CONYERS ANTHONY REGAN	BOX 3429	SCOTTSDALE	AZ	85271
COP PROPERTIES LLC	7022 E MAIN ST	SCOTTSDALE	AZ	85251
CORDIER SUSAN	6824 E 2ND ST UNIT 209	SCOTTSDALE	AZ	85251
CORWIN BENSON LLC	8070 LA JOLLA SHORES DR STE 4	LA JOLLA	CA	92037
COVINGTON CHARLES E/MICHAEL A/ETAL	7501 E OSBORN RD	SCOTTSDALE	AZ	85251
COX DONALD K & CATHERINE H	12423 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85259
COYOTE TRACKS LIMITED PARTNERSHIP	PO BOX 52085	PHOENIX	AZ	85072
CPJ ASSOCIATES	6940 O STREET STE 334	LINCOLN	NE	68510
CRAIL LILLIAN I TR	4200 N MILLER RD 406	SCOTTSDALE	AZ	85251
CRANDALL STEPHEN A/CYNTHIA J ETAL	2230 E CINNABAR	PHOENIX	AZ	85028
CRANE CARTER M	3300 N 60TH ST	PHOENIX	AZ	85018
CREATIVEWARE INVESTMENTS LLC	7440 E 6TH AVE	SCOTTSDALE	AZ	85251
CRIMMINS C JAMES/MELVA R	13906 121ST AVE NE	KIRKLAND	WA	98034
CRISAFULLI SAMUEL L/ROSE M TR	6805 E 2ND ST NO 14	SCOTTSDALE	AZ	85201
CSM LODGING LLC	2575 UNIVERSITY AVE	ST PAUL	MN	55114
Current Owner	6815 E 2ND ST	SCOTTSDALE	AZ	85250
Current Owner	6925 E 4TH ST #19	SCOTTSDALE	AZ	85251
Current Owner	6906 E 4TH ST #6	SCOTTSDALE	AZ	85251
Current Owner	6841 E SECOND ST #1	SCOTTSDALE	AZ	85251
Current Owner	4326 N 75TH ST	SCOTTSDALE	AZ	85251
Current Owner	6933 E FIRST ST	SCOTTSDALE	AZ	85251
Current Owner	6840 E 2ND ST #22	SCOTTSDALE	AZ	85251
Current Owner	6804 E 2ND ST 30	SCOTTSDALE	AZ	85251
Current Owner	6824 E 2ND ST #2	SCOTTSDALE	AZ	85251
Current Owner	6824 E 2ND ST #12	SCOTTSDALE	AZ	85251
Current Owner	6824 E 2ND ST NO 206	SCOTTSDALE	AZ	85251
Current Owner	6824 E 2ND ST #212	SCOTTSDALE	AZ	85251
Current Owner	7156 E MAIN ST	SCOTTSDALE	AZ	85251
Current Owner	3418 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
Current Owner	3295 N DRINKWATER BLVD	SCOTTSDALE	AZ	85251
Current Owner	3965 N BROWN AVE	SCOTTSDALE	AZ	85251
Current Owner	3821 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
Current Owner	3426 N MILLER RD	SCOTTSDALE	AZ	85251
CUTTING CORNERS INC	13720 MIDWAY RD STE 200	DALLAS	TX	75244
D F K INVESTMENTS	38321 OAK TREE LOOP	MURRIETA	CA	92562
D K C VENTURES LLC	4251 N BROWN AVE	SCOTTSDALE	AZ	85251
D3 LLC	6969 E 1ST ST	SCOTTSDALE	AZ	85251
DALBEC MARY GWEN/SHEFVELAND WENDEE GWEN	6824 E 2ND ST NO 103	SCOTTSDALE	AZ	85251
DALEY RAY HERRY	11811 E TERRA DR	SCOTTSDALE	AZ	85259
DAVEY ELIZA H TR	5609 S WOODLAWN	CHICAGO	IL	60637
DAVID MICHAEL MILLER PROPERTIES LLC	7034 E 1ST AVE	SCOTTSDALE	AZ	85251
DAVIS ADAM	6916 E 2ND ST	SCOTTSDALE	AZ	85251
DAVIS LANCE G/MARY L	147 S SLUSSER ST	GRAYSLAKE	IL	60030
DAVIS LILLIAN STACIA	1188 TCF TOWER - 121 S 8TH STR	MINNEAPOLIS	MN	55402

DAWSON MARK	6824 E 2ND ST 208	SCOTTSDALE	AZ	85251
DE SCHELLING ANA V TR	7745 E EVANS RD	SCOTTSDALE	AZ	85260
DECOOK RICHARD P/KATECKI JAMES	8501 E SAN MARCOS	SCOTTSDALE	AZ	85258
DEFIEL MARY A	5840 N 46TH PL	PHOENIX	AZ	85018
DELONG JAMES	1530 N COUNTRY CLUB DR STE 11	MESA	AZ	85201
DEMPSEY GARDNER BRYANT PROPERTIES	28915 LA CARRETERRA	LAGUNA NIGUEL	CA	92677
DENNY'S REALTY INC	3345 MICHAELSON DR STE 200	IRVINE	CA	92715
DI ROSS NICK TR	1206 E NORTHSHORE DR	TEMPE	AZ	85283
DILLARD B BENTLEY TERRACE	4400 N SCOTTSDALE RD UNIT 93	SCOTTSDALE	AZ	85251
DIMICHELE BRUNO	6834 E 4TH ST STE 19	SCOTTSDALE	AZ	85251
DIVERSIFIED PARTNERS LLC	6916 E 5TH AVE	SCOTTSDALE	AZ	85251
DJORDJEVICH MILIVOJE/MILOMIRKA	6040 E MAIN ST PMB 166 STE A10	MESA	AZ	85205
DOANE JAMES K	P O BOX 57	SCOTTSDALE	AZ	85252
DOBBIN RANDALL/HASARUD KJRSTEN	6922 N 5TH AVE	SCOTTSDALE	AZ	85251
DOLE HARRY S/NADYNE TR	6456 N 79TH ST	SCOTTSDALE	AZ	85250
DOS GRINGOS INC	4213 S CRAFTSMAN CT	SCOTTSDALE	AZ	85251
DOUBLE A INVESTMENTS/FIVE COUSINS LLC	15300 N 90TH ST #300	SCOTTSDALE	AZ	85260
DOUTHIT DAVID L	6925 E 4TH ST	SCOTTSDALE	AZ	85251
DOWLEY MICHAEL F JR/CHARLOTTE M	4200 N MILLER RD #222	SCOTTSDALE	AZ	85251
DULIN MAURINE S TR/P F/S M/WILSON J D	28915 LA CARRETERRA	LAGUNA NIGUEL	CA	92677
DUNHAM RAYMOND M	6805 E 2ND ST UNIT 21	SCOTTSDALE	AZ	85251
EASTMORELAND LTD PARTNERSHIP	62 BILTMORE ESTATES	PHOENIX	AZ	85016
EGGERS PHILLIP A/ JANICE J	12925 W LUCHANA DR	LITCHFIELD PARK	AZ	85340
EHLERS EDGAR S/TERESA A TR	PO BOX 9685	SCOTTSDALE	AZ	85252
EISENBERG PHILIP W/ARLINE H TR	11719 N 119TH ST	SCOTTSDALE	AZ	85259
EISGROU JORDAN C/ROSALIE FAYE TR	11216 N 28TH ST	PHOENIX	AZ	85028
ELLIOTT RUTH C	1603 POPLAR ST	GREENSBURG	PA	15601
ELLIS EVELYN S	4200 N MILLER RD #511	SCOTTSDALE	AZ	85251
ELLIS J HARLAN/HAUSSMANN-ELLIS LORRAINE TR	630 S ORANGE GROVE BLVD #3	PASADENA	CA	91105
ELLIS JAMES HARLAN/LORRAINE TR	630 S ORANGE BLVD #3	PASADENA	CA	91105
ELSIE A BRODKIN FAMILY LTD PARTNSHIP ETAL	1000 N WATER ST - TR 12	MILWAUKEE	WI	53202
EMELE EDITH	4508 N 66TH ST	SCOTTSDALE	AZ	85251
EMERALD EQUITIES L L C	2800 N 44TH ST STE 150	PHOENIX	AZ	85008
EMERITUS CORPORATION	3131 ELLIOTT AVE STE 500	SEATTLE	WA	98121
ENTIN PHILIP/BETTE R	3941 QUARTON RD	BLOMMFIELD HILLS	MI	48302
EQUITY INNS PARTNERSHIP L P	PO BOX 771020	MEMPHIS	TN	38177
ERIKSSON JIMMY D	7041 E 1ST AVE	SCOTTSDALE	AZ	85251
ESSES MAURICE	7165 E MAIN ST	SCOTTSDALE	AZ	85251
EVANS JULIE M	3636 N 70TH STREET	SCOTTSDALE	AZ	85251
EWING MARIAN V TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
EXCEL LEGACY CORPORATION	17140 BERNARDO CENTER DR S	SAN DIEGO	CA	92128
EYE EAR NOSE & THROAT CEN OF SCOTTSDALE	7245 E OSBORN RD	SCOTTSDALE	AZ	85251
F F P LLC	4332 N WELLS FARGO AVE	SCOTTSDALE	AZ	85251
FABIAN SHARON L	4200 N MILLER RD #307	SCOTTSDALE	AZ	85251
FAIRFIELD JOHN M/NORA R TR	1326 WINDWALKER	PRESCOTT	AZ	86305
FANATEL PROPERTIES INC	7473 E TUCKEY LN	SCOTTSDALE	AZ	85250
FARM GOLD LLC	BOX 329	LEOTI	KS	67861
FAST TRACK LLC	6611 N 64TH PL	PARADISE VALLEY	AZ	85253
FAZIO RUBY E TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
FERGUSON RICHARD B	500 LUNALILO HOME RD #13D	HONOLULU	HI	96825
FINCH ANITA L	4200 N MILLER RD UNIT 314	SCOTTSDALE	AZ	85251
FINCH HARRIET E	4601 N 73RD ST	SCOTTSDALE	AZ	85251
FIRST CHURCH OF CHRIST SCIENTIST SCOTTSD	6437 E INDIAN SCHOOL RD	SCOTTSDALE	AZ	85251
FIRST INTERNATIONAL BANK & TRUST	6840 E INDIAN SCHOOL RD	SCOTTSDALE	AZ	85251
FIRST INTERSTATE BANK OF AZ	1305 W 23RD ST BLDG F 2ND FL	TEMPE	AZ	85282
FIRST TITLE & TR CO	4434 N WINFIELD SCOTT PLAZA	SCOTTSDALE	AZ	85251
FIRST TRUST CORP/WESTOVER JOHN H/SUSAN R/E	4702 N 41ST PL	PHOENIX	AZ	85018
FIRST WATCH OF AZ INC	3200 N HAYDEN RD	SCOTTSDALE	AZ	85251
FISHER BURTON S/DOROTHY L TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
FISHER STEPHEN J	12496 E NATIONAL RD	SOUTH VIENNA	OH	45369
FLORIT VIVIAN D	6936 E 3ND ST	SCOTTSDALE	AZ	85251
FLOYD CARSON A/JOYCE M TR	6939 5TH AVE	SCOTTSDALE	AZ	85251
FLOYD INVESTMENTS LP	6939 5TH AVE	SCOTTSDALE	AZ	85251
FODDRELL PHILIP D/LORETTA G	2212 N CHELTON RD	COLORADO SPRINGS	CO	80909
FORBES RONALD R	8518 N TIMBERLANE DR	SCOTTSDALE	AZ	85258
FORESIGHT INVESTMENT GROUP LLC	69 E COLUMBUS AVE STE 1	PHOENIX	AZ	85012
FORREST CECIL E JR & SUE E	3642 N 70TH ST	SCOTTSDALE	AZ	85251
FORZANO ANTHONY	PO BOX 1236	SCOTTSDALE	AZ	85252
FOSS DONNA WILD TR	PO BOX 5051	SCOTTSDALE	AZ	85261

FOSTER VIVIAN/DEBRA A	4301 FULTON AVE #203	SHERMAN OAKS	CA	91423
FOUTZ RUSSELL/HELEN M TR	301 W MAIN ST	FARMINGTON	NM	87401
FOWLKES ANNA MAY/KENNETH E TR	333 S KIMBALL	CASPER	WY	82601
FRANZEN EDWARD C JR/PAMELA H	10870 E LEMARCHE	SCOTTSDALE	AZ	85259
FREDERICK Z BOARD LIVING TRUST	7353 E 6TH AVE	SCOTTSDALE	AZ	85251
FREDERICK Z BOARD TR	6456 E CALLE DEL MEDIA	SCOTTSDALE	AZ	85251
FRENKEL THOMAS C/JANE L	4332 N WELLS FARGO STE 200	SCOTTSDALE	AZ	85251
FRIEDMAN AARON	4200 N MILLER RD	SCOTTSDALE	AZ	85251
FRIEDMAN PETER J/BETSY ROGERS	5201 S BERCOT RD	FREELAND	WA	98249
FRYE DONN C/RACHEL ANN LOUISE HAND TR	7126 E SAHUARO DR	SCOTTSDALE	AZ	85253
FULLER PATRICIA B/ALVAREZ PEDRO L/PETER L	7220 E 1ST AVE	SCOTTSDALE	AZ	85251
FUNKE FLORENCE M TR/ETAL	4409 N 66TH ST	SCOTTSDALE	AZ	85251
FUNKE RICHARD A TR	4409 N 66TH ST	SCOTTSDALE	AZ	85251
G R C BROWN AVENUE PROPERTY L L L P	10999 E PINNACLE VISTA DR	SCOTTSDALE	AZ	85255
GALL MARGARET	PO BOX 3763	SCOTTSDALE	AZ	85271
GATESH GEORGE/KATHLEEN CO-TR	16811 STONERIDGE COURT	FOUNTAIN HILLS	AZ	85268
GDO LIMITED PARTNERSHIP	7237 E MAIN ST	SCOTTSDALE	AZ	85251
GEIGER MITCHELL/JODI	13899 E PARADISE LN	SCOTTSDALE	AZ	85259
GEORGE JAMES C	PO BOX 20115	EL CAJON	CA	92021
GETTY JAMES O	2647 N 73RD PLACE	SCOTTSDALE	AZ	85257
GIANGOBBE INVESTMENT FUND LLC	444 W CAMELBACK RD	PHOENIX	AZ	85013
GIANGOBBE JAMES P & PATRICIA A TR	444 W CAMELBACK RD	PHOENIX	AZ	85013
GIEK THOMAS F & JO ANN	14548 E CALEY AVE	AURORA	CO	80016
GILCREST C THOMAS/TERRY L TR	4015 N 78TH ST # 110	SCOTTSDALE	AZ	85251
GILES GORDON B TR	7520 E 2ND ST	SCOTTSDALE	AZ	85251
GILLEN MARY E	4860 N 73RD ST	SCOTTSDALE	AZ	85251
GILLIGAN FAMILY TR ETAL	PO BOX 13630	SCOTTSDALE	AZ	85267
GILLIGAN JAMES P	P O BOX 14884	SCOTTSDALE	AZ	85267
GK INVESTMENTS LLC	2930 N 7TH ST	PHOENIX	AZ	85014
GLASS TED A	3666 N MILLER RD	SCOTTSDALE	AZ	85251
GLASSER ELLIOTT J TR	PO Box P	SCOTTSDALE	AZ	85252
GLIEGE GERHARDT J TR/SCHUBERTH HENRY/JEAN	4219 W 95TH ST	OAK LAWN	IL	60453
GLOBE CORPORATION	6730 N SCOTTSDALE RD STE 250	SCOTTSDALE	AZ	85253
GOLDMAN MORRIS B & SHEILA G BOLTON	444 W CAMELBACK RD	PHOENIX	AZ	85013
GOLDSTEIN EILEEN C	4200 N MILLER RD 506	SCOTTSDALE	AZ	85251
GOODWIN DAVID B	6925 E 4TH ST I	SCOTTSDALE	AZ	85251
GOOKIN BUILDING LLC	4203 N BROWN AVE	SCOTTSDALE	AZ	85251
GORDON DAVID G	4432 E CAMELBACK RD	PHOENIX	AZ	85018
GOSNEY W W/CAPPELLO A M/GONZALES F J	7534 E 1ST ST	SCOTTSDALE	AZ	85251
GOSSETT JOSEPH ALAN/LOUISE ELLEN TR	4370 N 66TH ST	SCOTTSDALE	AZ	85251
GOTLIEB ROBERT P/JUDITH	4200 N MILLER RD	SCOTTSDALE	AZ	85251
GPW TRUST	5415 E EXETER BLVD	PHOENIX	AZ	85018
GRAHAM BARABARA	75 W CAVALIER	SCOTTSDALE	NY	14546
GRAHAM DANIEL/JO ANN	POBOX 8593	SASKATOON SK	CANADA	S7K 6K7
GREGG GLADSTONE E M	12407 N 74TH ST	SCOTTSDALE	AZ	85260
GREGORY DEAN TR	4425 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
GRESHAM GEORGE W	6349 N 78TH ST 146	SCOTTSDALE	AZ	85250
GRIMMINS JAMES/MELVA	13906 121ST AVE NE	KIRKLAND	WA	98034
GRUEN CLAUDE/NINA J	564 HOWARD STREET	SAN FRANCISCO	CA	94105
GRULLER ROLF/KRISTINA K	1942 E DAWN DRIVE	TEMPE	AZ	85284
GRUNBAUM LASZLO/ROZA	4200 N MILLER RD UNIT 526	SCOTTSDALE	AZ	85251
GUEVARA JUAN	2505 N 87TH WAY	SCOTTSDALE	AZ	85257
HAJ MOHAMMAD	4009 N BROWN AVE	SCOTTSDALE	AZ	85251
HALE DANA L/ROGER W	222 N 3RD ST	STOCKTON	KS	67669
HALLEMAN RICHARD S & MARGARET E	6354 E HUMMINGBIRD LANE	PARADISE VALLEY	AZ	85253
HAMILTON MARY G	7314 E OSBORN DR	SCOTTSDALE	AZ	85251
HAMMOND THOMAS G	1835 MIDLAND RD	SAGINAW	MI	48603
HANNY THOMAS M	6925 E 4TH ST 26	SCOTTSDALE	AZ	85251
HARBIN RAYDEAN	6951 E FIRST STREET	SCOTTSDALE	AZ	85251
HARDESTY RORY D	4601 N 73RD ST 6	SCOTTSDALE	AZ	85251
HARNEY JEAN T	6840 E 2ND ST	SCOTTSDALE	AZ	85251
HARRIS EQUITY L L C	P O BOX 1105	VENICE	CA	90291
HART HOLLIS W	8625 E ROANOKE	SCOTTSDALE	AZ	85257
HARTZ BARBARA TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
HAWKINS LYDIA	6804 E 2ND ST UNIT 15	SCOTTSDALE	AZ	85258
HAWKS ULEN O JR TR	9029 E CASITAS DEL RIO DR	SCOTTSDALE	AZ	85255
HAYSTACK HOLDINGS LLC	P O BOX 9787	SCOTTSDALE	AZ	85252
HEALTHCARE COMPARE CORP	4141 SCOTTSDALE BLVD	SCOTTSDALE	AZ	85251
HECKSEL REBECCA	6840 E 2ND ST UNIT 19	SCOTTSDALE	AZ	85251

HEINEMAN CHERYL	2395 SO MONROE ST	DENVER	CO	80210
HEINZ HENRY H/JEAN K	6249 STATE ST	SAGINAW	MI	48603
HELDA ERIC	6925 E 4TH ST #23	SCOTTSDALE	AZ	85251
HENDERSON JAYANN M TR	41 SPUR CIRCLE	SCOTTSDALE	AZ	85251
HENDERSON NEWTON H III/SHANNON C	4232 N BROWN AVE	SCOTTSDALE	AZ	85251
HENNESSY LENORE	4200 N MILLER RD	SCOTTSDALE	AZ	85251
HERMES PETER W/MAXINE M	PO BOX 1363	CAREFREE	AZ	85377
HERNANDEZ EDUARDO/ROSA E	7719 N 17TH DR	PHOENIX	AZ	85021
HERSHMAN MARTIN MGR HERSHMAN FAMILY LLC T	1940 E CAMELBACK RD	PHOENIX	AZ	85016
HERTEL PETER C	25989 MIDLOTHIAN RD	MUNDELEIN	IL	60060
HILL THOMAS	PO BOX 32913	PHOENIX	AZ	85064
HILLNER MICHAEL	6805 E 2ND ST	SCOTTSDALE	AZ	85259
HIRST KARYN M	7024 E 6TH ST #106	SCOTTSDALE	AZ	85251
HOCHHAUS STEVEN C	4340 N 75TH ST	SCOTTSDALE	AZ	85251
HODGE GAIL B	14022 N 81ST ST	SCOTTSDALE	AZ	85260
HOEMAN WILLIAM L	4200 N MILLER RD UNIT 426B	SCOTTSDALE	AZ	85258
HOFRENNING GERHARD L	3971 WOODDALE AVE	ST LOUIS PARK	MN	55416
HOLLAND CAROLE R TR	PO BOX 1161	SCOTTSDALE	AZ	85252
HOLLIDAY JANE	7539 E 1ST ST	SCOTTSDALE	AZ	85251
HOLTZ CHAD	6939 E 3RD ST	SCOTTSDALE	AZ	85251
HOLTZ DANIEL R	6928 E 3RD ST	SCOTTSDALE	AZ	85251
HOLYOKE DEVELOPMENT LLC	6900 E INDIAN SCHOOL RD NO 20	SCOTTSDALE	AZ	85251
HON NANCY E	3444 E MOUNTAIN VIEW	PHOENIX	AZ	85028
HOUSTON'S RESTAURANTS INC	2425 E CAMELBACK RD STE 200	PHOENIX	AZ	85016
HUERFANO RIVER RANCH CORPORATION	PO BOX 38113	COLORADO SPRINGS	CO	80937
HUFFSMITH MAXINE E	6805 E 2ND ST NO 11	SCOTTSDALE	AZ	85251
HUNTRESS F R/MORTON M H/KRAWCZYK J H ETAL	6223 E CALLE REDONDA	SCOTTSDALE	AZ	85251
HUSAYNO TARIQ/AHLAM	10731 E SUNNYSIDE DR	SCOTTSDALE	AZ	85259
IHRIG WILLIAM A/JUDITH C	202 N AVE NO 310	GRAND JUNCTION	CO	82501
IMPECCABLE PLAZA L L P	7042 E INDIAN SCHOOL RD	SCOTTSDALE	AZ	85251
INGERSON KENNETH D/LICIA A TR	12109 WINTERCREST 1	LAKESIDE	CA	92040
ISAACS JAMES/FRANCES	6936 E 4TH ST # D3	SCOTTSDALE	AZ	85251
ISMALLOFF BEN ZION	15756 TERRACE LAWN CIR	DALLAS	TX	75248
J J PEARSON PARTNERS LLC	5781 N ECHO CANYON CIR	PHOENIX	AZ	85018
JACK WILLIAM F TR	4601 N 73RD ST 3	SCOTTSDALE	AZ	85251
JACKSON BARBARA A/PATRICIA L	3546 E GOLD DUST	PHOENIX	AZ	85028
JACOBY ALAN J/TANYA L	10800 E CACTUS RD	SCOTTSDALE	AZ	85259
JAMES R WILLCOX DMD P C EMP	514 BRENTWOOD DR	THE DALLES	OR	97058
JAMES W HARRIS INCORPORATED	3944 N MARSHALL WAY	SCOTTSDALE	AZ	85251
JANE ZIVNEY ACCESSORIES & . . LTD	4237 N CRAFTSMAN CT	SCOTTSDALE	AZ	85251
JANSEN CHRISTINA	6824 E 2ND ST 101	SCOTTSDALE	AZ	85251
JASPER RONALD L/SHARLYN R	6932 E CONTINENTAL DR	SCOTTSDALE	AZ	85257
JE SOUTHWEST GROUP REAL ESTATE LLC	3007 N 73RD ST STE C	SCOTTSDALE	AZ	85251
JENIK ALLAN/BETTY	6906 E 4TH ST APT 12A	SCOTTSDALE	AZ	85251
JENSEN E RAYMOND/MYRA R	BOX 906	SHEPHERD	TX	77371
JERHOFF ROBERT J	415 AVENUE D NO 204	BILLINGS	MT	59102
JLB INVESTMENTS LP	33 W LINGER LN	PHOENIX	AZ	85021
JOHNSON BRIAN W	7024 E 6TH ST #204	SCOTTSDALE	AZ	85251
JOHNSON CASEY D/LESLIE P	902 TURNBERRY LN	SOUTHLAKE	TX	76092
JOHNSON HAROLD A/CAROLE L/MATTHEW C	P O BOX 93	SAVANNAH	MO	64485
JOHNSON MATTHEW/DECURTIS SHERRI	6804 E 2ND ST UNIT 31	SCOTTSDALE	AZ	85251
JOHNSON ROBERT M & JANE ETAL	655 E THUNDERBIRD RD	PHOENIX	AZ	85022
JOHNSON ROBERT W & ROGER T HEALY	1732 GRAND AVE	ST PAUL	MN	55105
JOHNSON ROBERT W ETAL	1950 BAYARD AVE	ST PAUL	MN	55116
JOHNSON ROY A TR	6824 E 2ND ST NO 10	SCOTTSDALE	AZ	85251
JOHNSON THOMAS P	7318 E MINNEZONA	SCOTTSDALE	AZ	85251
JONES 4422 LLC	4422 CIVIC CENTER PLAZA STE 20	SCOTTSDALE	AZ	85251
JONES GRADY A/JUDITH E	4200 N MILLER RD 328	SCOTTSDALE	AZ	85251
JONES WOODROW WILSON	7509 E MCKNIGHT AVE	SCOTTSDALE	AZ	85251
JORDAN JOSEPH JR TR	6029 E LINDEN LN	PHOENIX	AZ	85018
JORGENSEN JOHN I/MURIEL L TR	6407 MCCORMICK WOODS DR S V	PORT ORCHARD	WA	98367
JORGES SUSAN L	9586 E CHUCKWAGON LANE	SCOTTSDALE	AZ	85262
JOSEPH WILFRED/LAUREL K	4200 N MILLER RD	SCOTTSDALE	AZ	85251
JUNE BRANDON	6804 E 2ND ST UNIT 22	SCOTTSDALE	AZ	85251
JUVENILEDIABETES RESEARCH FOUNDATION INT'L	120 WALL ST 19TH FL	NEW YORK	NY	10005
K M CAPITAL VENTURES LLC	8241 E EVANS 102	SCOTTSDALE	AZ	85260
KAISER JUNE	20802 N GRAYHAWK DR UNIT 105	SCOTTSDALE	AZ	85255
KANDY K KENDALL TR	P O BOX 13416	SCOTTSDALE	AZ	85267
KARRAR ART/MARIAN	6834 E 4TH ST UNIT 15	SCOTTSDALE	AZ	85251

KARRAR KAREN J	6908 E MONTEREY WAY	SCOTTSDALE	AZ	85251
KAS HOLDING LLC	7229-7233 E MAIN ST	SCOTTSDALE	AZ	85251
KATHERYN A MAYER TRUST	4200 N MILLER RD 509	SCOTTSDALE	AZ	85251
KCAJ LLC	4045 S NONCHALANT CIR	COLORADO SPRINGS	CO	80917
KEENAN PATSY J	6834 E 4TH ST UNIT 3	SCOTTSDALE	AZ	85251
KELLEY PATRICK G/MARY C BAILEY	6936 E 4TH ST	SCOTTSDALE	AZ	85251
KENT MAE SONG TR ETAL	3600 81ST ST SE	MERCER ISLAND	WA	98040
KERSTEN RICK & ELLEN JANE ETAL	P O BOX 1765	SCOTTSDALE	AZ	85252
KEVIN ELEANORE G	4200 N MILLER RD UNIT 109	SCOTTSDALE	AZ	85251
KIMSEY PROPERTIES LTD PARTNERSHIP	P O BOX 812	SCOTTSDALE	AZ	85252
KING FRED M	4200 N MILLER RD 124	SCOTTSDALE	AZ	85251
KING M PECK	4200 N MILLER RD 422	SCOTTSDALE	AZ	85251
KINIETZ MARY P ETAL	6915 MAIN ST	SCOTTSDALE	AZ	85251
KIRKLAND DUANE E/FRANCES M TR	6840 E 2ND ST NO 3	SCOTTSDALE	AZ	85251
KIRKLAND PROPERTIES LLC	3719 N 75TH ST	SCOTTSDALE	AZ	85251
KOLL BRN FUND VLP	4343 VON KARMAN AVE	NEWPORT BEACH	CA	92660
KOLOKOTRONES THOMAS	9028 N 107TH PL	SCOTTSDALE	AZ	85258
KOMBOL PAULINE L TR	30411 234TH AVE SE	BLACK DIAMOND	WA	98010
KOPCHECK WILLIAM CHARLES	8326 E CHEERY LYNN RD	SCOTTSDALE	AZ	85251
KOPP KARL R	833 N JEFFERSON ST	MILWAUKEE	WI	53202
KR PROPERTIES LLC	6946 E 2ND ST	SCOTTSDALE	AZ	85251
KRAUSE PAUL E/MARY	6841 E 2ND ST 19	SCOTTSDALE	AZ	85251
KREHBIEL L J & DORIS M	4200 N MILLER RD #323	SCOTTSDALE	AZ	85251
KRON CARL R/JUDITH C TR	6906 E 4TH ST #15	SCOTTSDALE	AZ	85251
KUDO MASA/YOKO	7170 E STETSON DR	SCOTTSDALE	AZ	85251
KUDO YOKO	7170 STETSON DR	SCOTTSDALE	AZ	85251
KUZARA J THOMAS/WINNIFRED	6824 E 2ND ST UNIT 207	SCOTTSDALE	AZ	85251
KWARCIANY DAVID G/VIVIAN V TR	2841 N 122ND ST	WAUWATOSA	WI	53222
LA GRIPPE JOSEPH/DOLORES	643 STIRLING LN	PROSPECT HEIGHTS	IL	60070
LA MIRADA ASSOC c/o MORGENSTERN BARBARA	7426 E BERRIDGE LN	SCOTTSDALE	AZ	85250
LANDRYS SEAFOOD HOUSE-AZ INC	3903 BELLAIRE BLVD	HOUSTON	TX	77025
LANE MARY B TR	P O BOX 2415	SCOTTSDALE	AZ	85252
LARKIN WILLIAM G & ROSALIA	8415 E JOSHUA TREE LN	SCOTTSDALE	AZ	85250
LATHEROW BRICE M/HELEN	6930 E 3RD ST	SCOTTSDALE	AZ	85251
LATISA L L C	5707 N 55TH PL	PARADISE VALLEY	AZ	85253
LAU RICHARD A/C DAWN	6834 E 4TH ST #5	SCOTTSDALE	AZ	85251
LAUGHLIN EVAN R/ANKENY KATHERINE H	17350 E SUNSET BLVD PH 2C	PACIFIC PALISADES	CA	90272
LAUNGER THOMAS J & JUDY A TR	6118 E CAMBRIDGE AVE	SCOTTSDALE	AZ	85257
LAZOVICH VIOLET TR	4601 N 73RD ST	SCOTTSDALE	AZ	85251
LEARNIHAN HELEN TOAL	BOX 1112	LA MIRADA	CA	90637
LEDLIE ROBERT A L L C	12058 N 94TH PL	SCOTTSDALE	AZ	85260
LEE KATHERINE J	6804 E 2ND ST APT 23	SCOTTSDALE	AZ	85251
LEE MEI JEN/PLATO DONALD J	4625 E CLINTON ST	PHOENIX	AZ	85028
LILKEN	7330 N PIMA RD	SCOTTSDALE	AZ	85258
LIMMER JAMES R/KAREN E	8349 E SAN SALVADOR	SCOTTSDALE	AZ	85258
LINCOLN NATIONAL LIFE INSURANCE COMPANY	200 E BERRY ST 3RD FLOOR	FORT WAYNE	IN	46802
LINCOLN TRUST COMPANY CUSTODIAN	29815 LA CARRETERA	LAGUNA NIGUEL	CA	92677
LINDQUIST WILLIAM G/PATRICIA A	2930 NW MONTARA CT	PORTLAND	OR	97229
LISOGAR A EDWARD	3605 N 68TH ST #9	SCOTTSDALE	AZ	85251
LISOGAR EDWARD R/SHEBA T	3605 N 68TH ST	SCOTTSDALE	AZ	85251
LITTLE RED HOUSE ENTERPRISES L L C	9615 N 113TH WAY	SCOTTSDALE	AZ	85259
LMJ INVESTMENTS LP	7480 E SOLANO	SCOTTSDALE	AZ	85250
LMS 96 L L C	7340 E INDIAN PLAZA	SCOTTSDALE	AZ	85251
LOMAX REALTY CO	10447 S 45TH WAY	PHOENIX	AZ	85044
LORIA DOMINIC/ANNA	7022 SENTINEL RD	ROCKFORD	IL	61107
LORRAINE HAUSEMAN ELLIS FAMILY TRUST	630 S ORANGE GROVE BLVD #3	PASADENA	CA	91105
LOS TRES AMIGOS INVESTMENT CO	7500 E LINCOLN DR	SCOTTSDALE	AZ	85250
LR PARTNERS LLC	7329 E 6TH AVE	SCOTTSDALE	AZ	85251
LUDWIG MARTHA	1714 W STELLA LN	PHOENIX	AZ	85015
LUTSCH ROBERT J/NORA B	1211 N MILLER RD	SCOTTSDALE	AZ	85257
LUTZ WILLIAM/ROSE A	6804 E 2ND ST 1	SCOTTSDALE	AZ	85251
LYND T M/ANN R	1793 CLARK RD	ROCHESTER	NY	14625
MABEL K WEIRICH TR THE	4514 N ALTA HACIENDA DR	PHOENIX	AZ	85018
MAC UBEROL BEULAH	3851 COTTONWOOD DR	DANVILLE	CA	94508
MACDONALD WILLIAM A TR	4200 N MILLER RD #425	SCOTTSDALE	AZ	85251
MACIA STEVE H	4801 N 73RD ST 4	SCOTTSDALE	AZ	85251
MAH JERRY K & MARCELLA M S ETAL	7509 MCKNIGHT AVE	SCOTTSDALE	AZ	85251
MAIN STREET GALLERIES LLC	P O BOX 14567	SCOTTSDALE	AZ	85267
MAL & FLIP LLC	8009 N 66TH ST	PARADISE VALLEY	AZ	85253

MALITZ EUGENE/JUDITH TR	7350 E STETSON DR STE 113	SCOTTSDALE	AZ	85251
MALOUF B ROBERT	7025 E MCDOWELL RD #6	SCOTTSDALE	AZ	85257
MALOUF GARY	7025 E MCDOWELL RD STE 6	SCOTTSDALE	AZ	85257
MANDALL MARTIN & JOYCE RITA	5442 E CAMBRIDGE AVE	PHOENIX	AZ	85008
MANDALL SHOOTING SUPPLIES INC	3616 N SCOTTSDALE RD	SCOTTSDALE	AZ	85252
MARAS ANCA TR	7327 E THOMAS RD	SCOTTSDALE	AZ	85251
MARBAS ENTERPRISES	6824 E 2ND ST 215	SCOTTSDALE	AZ	85251
MAREINA DONALD J/GEORGETTE C TR	2726 CIRCLE DR	NEWPORT BEACH	CA	92663
MAREINA DONALD J/GEORGETTE C TR/JULIE ANN T	4200 N MILLER RD UNIT 207	SCOTTSDALE	AZ	85251
MARKOVIC MIHAILO A/REGINA M	4200 N MILLER RD 421	SCOTTSDALE	AZ	85251
MARLIS COMPANY WEST	5757 W CENTURY BLVD STE 700	LOS ANGELES	CA	90045
MARRIOTT SUITES LTD PARTNERSHIP	10400 FERNWOOD RD	BETHESDA	MD	20817
MARSHALL & ISLEY TR CO OF AZ	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
MARSHALL PROPERTY FAMILY LLP	7142 E 1ST ST	SCOTTSDALE	AZ	85251
MARTINEZ ELIAS P/ELODIA M TR	8402 E MUSTANG TR	SCOTTSDALE	AZ	85258
MARTINEZ VIVIANA M	6085 E 2ND ST U NO 12	SCOTTSDALE	AZ	85251
MARZOLF MICHAEL J TR	6840 2ND ST	SCOTTSDALE	AZ	85250
MASI ROTA O/ JOSEPH CARL JR TR	4200 N MILLER RD #210	SCOTTSDALE	AZ	85251
MASUDA ROBERT W/DELORES K	6927 E 3RD ST	SCOTTSDALE	AZ	85251
MAUGHAN JOHN B/ALICE-MARIE	1410 717TH AVE SW	CALGARY	ALBERTA	T2P 0Z3
MAX PROPERTIES LLC	4327 N SCOTTSDALE RD	SCOTTSDALE	AZ	85252
MAXWELL JAMES N/LYNNE A	5301 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
MAYEWSKI RAYMOND J/MARY CATHERINE	6 LARWOOD DR	ROCHESTER	NY	14618
MCALLISTER H Y/MARY BLUMLING	129 LAKESHORE DR	BUTLER	PA	16001
MCCALL JEAN R/ANNE R	6932 E 3RD ST	SCOTTSDALE	AZ	85251
MCCCLARA BOYD B TR	5901E WILSHIRE	SCOTTSDALE	AZ	85257
MCDONNELL NOEL/FREND MARY M	7526 E 2ND ST	SCOTTSDALE	AZ	85251
MCDOWELL CAMELBACK INVESTORS PARTNERHIP	PO BOX 2118	SCOTTSDALE	AZ	85252
MCENEANEY AGNES E	804 COACHWAY	ANNAPOLIS	MD	21401
MCGAREY ROBERT B/AMES S TR	5930 E ORANGE BLOSSOM LN	PHOENIX	AZ	85018
MCGINNIS THOMAS J	4200 N MILLER ROAD	SCOTTSDALE	AZ	85251
MCLAIN VENCE/APRIL R	6819 E 3RD ST	SCOTTSDALE	AZ	85251
MCWHORTER SCOTT/GREEN MICHAEL	7600 E DOUBLETREE RANCH RD S	SCOTTSDALE	AZ	85258
MEADOWS MARGIE K/ROBERT W	PO BOX 1634	SCOTTSDALE	AZ	85252
MEIXLER MICHAEL C/DIANA L	P O BOX 2463	PINETOP	AZ	85935
MENKE INVESTMENTS LLC	4326 N 75TH ST	SCOTTSDALE	AZ	85251
MERRITT JOHN W/JUNE E	7802 E MONTEROSA ST	SCOTTSDALE	AZ	85251
MEYERSTEIN ARNOLD H JR/JERILYN TR	6001 TELEGRAPH RD	COMMERCE	CA	90040
MICHAELS MICHAEL M TR	6003 E CHENEY DR	SCOTTSDALE	AZ	85253
MIDZOR JOHN C & HILDEGARD M TR	6202 E CALLE ROSA	SCOTTSDALE	AZ	85251
MIEG JOHN R/CASSANDRA L	6943 E FIRST AVE	SCOTTSDALE	AZ	85251
MILLER COURT LLC	4332 N WELL FARGO STE 200	SCOTTSDALE	AZ	85251
MILLER HELEN T/BURNS SANDRA LEE	BOX 1756	NEW LISKEARD ONTARIO	CANADA	P0J1PO
MILLER HENRIETTA B	4200 N MILLER RD 320	SCOTTSDALE	AZ	85251
MILLER MAX D/JACQUELINE J TR	16351 256TH AVE	SPIRIT LAKE	IA	51360
MILLS JANET TR	20 BRIDGEGATE DR	SAN RAFAEL	CA	94903
MINOR JEFF A TR	PO BOX 15386	PHOENIX	AZ	85060
MINTER MATTHEW H	6805 E 2ND ST NO 17	SCOTTSDALE	AZ	85251
MITCHELL RUSSELL/FRANCES	6935 E 4TH ST UNIT 5	SCOTTSDALE	AZ	85251
MITCHELL TANYA L	6841 E 2ND ST UNIT 15	SCOTTSDALE	AZ	85251
MJD Investment	25407 S Tangelo Ave	Queen Creek	AZ	85242
MOEN CHRIS	6936 E 4TH ST	SCOTTSDALE	AZ	85251
MOERKERKE GEORGE A TR	5335 E LINCOLN DR	PARADISE VALLEY	AZ	85253
MOLA PARTNERS LTD	2830 S INTERLOCKEN DR	EVERGREEN	CO	80439
MOLINA FAMILY TRUST THE	3557 E OREGON AVE	PHOENIX	AZ	85018
MOLLARD JOHN H	7127 E 8TH AVE	SCOTTSDALE	AZ	85251
MOORE MICHAEL	6804 E 2ND ST 24	SCOTTSDALE	AZ	85251
MORGAN MIRIAM J	1710 S GRANADA	TEMPE	AZ	85281
MORGANROTH DAVID J	471 W BROADWAY	NEW YORK	NY	10012
MORGENSEN JUSTINE S TR	808 ASPEN DR	PHOENIX	AZ	85021
MOSS BETTY L	6824 E 2ND ST 14-115	SCOTTSDALE	AZ	85251
MOSS TODD R	6824 E 2ND #210	SCOTTSDALE	AZ	85251
MOULTON BETTY JANE	6941 4TH ST UNIT 2	SCOTTSDALE	AZ	85251
MOWRY LESTER/LABEULA	6936 MAIN ST	SCOTTSDALE	AZ	85251
MS WHITE ENTERPRISES LP	6245 E McDONALD DR	PARADISE VALLEY	AZ	85253
MSR PROPERTIES LLC	7305 E GREENWAY RD	SCOTTSDALE	AZ	85260
MUDD ARLENE	4200 N MILLER RD 209	SCOTTSDALE	AZ	85251
MULLEN JOHN D/ELLEN TR	4200 N MILLER RD #223	SCOTTSDALE	AZ	85251
MURAD ALBERT M/DINA	6031 KELTON LN	SCOTTSDALE	AZ	85254

MURATORE MICHAEL J	6834 E 4TH ST UNIT 16	SCOTTSDALE	AZ	85251
MURPHY GROUP LIMITED PTRNSHP	3200 E CAMELBACK RD	PHOENIX	AZ	85018
MURPHY PAMELA L	3648 N 70TH ST	SCOTTSDALE	AZ	85260
MURRAY NOEL T/MARGARET M/PATRICK	6805 E 2ND ST	SCOTTSDALE	AZ	85251
MYERS ORVILLE O & FLORENCE S	655 E THUNDERBIRD RD	PHOENIX	AZ	85022
NAJMI SOHRAB & PARVIN	PO BOX 2410	SCOTTSDALE	AZ	85252
NCN PLACE LLC	8120 E VALLEY VIEW RD	SCOTTSDALE	AZ	85250
NEALE RODERICK M & BARBARA L	16811 STONERIDGE COURT	FOUNTAIN HILLS	AZ	85268
NELSON BARNUM INTERIORS LTD	7135 E 1ST AVE	SCOTTSDALE	AZ	85251
NELSON MARY K	6834 E 4TH ST NO 10	SCOTTSDALE	AZ	85251
NELSON PETER R	6815 E 2ND ST UNIT 15	SCOTTSDALE	AZ	85251
NEWTON CHARLES D (LIFE ESTATE)	3666 N MILLER RD	SCOTTSDALE	AZ	85251
NICKS JESS/BARBARA M TR	5735 N 54TH ST	SCOTTSDALE	AZ	85253
NIEVES JOSE/JENNIFER C/O VIVIAN FLORIT	6936 E 3RD ST	SCOTTSDALE	AZ	85251
NOLTE PAUL L & JUDITH L	12216 N 28TH PL	PHOENIX	AZ	85032
NOLTE PAUL/JUDITH	390 N MILLER RD	SCOTTSDALE	AZ	85257
NORIEGA GERBACIO TR	8033 VIA DE LAGO	SCOTTSDALE	AZ	85257
NORLING CHARLENE	6805 E 2ND ST	SCOTTSDALE	AZ	85251
NORMAN SABA/GLENNYS DE VERE FAMILY TR	16 N BILLMOOSE CIR	CHANDLER	AZ	85224
NORTH MARSHALL WAY LIMITED PARTNERSHIP	949 SIBLEY MEMORIAL HWY	ST PAUL	MN	55118
NORTHERN TR CO OF AZ TR	PO BOX 29749 DEPT 734	PHOENIX	AZ	85038
NORTHERN TRUST BANK ARIZONA TR/TERESA CRO	4200 N MILLER RD 228	SCOTTSDALE	AZ	85251
NORTHERN TRUST BANK OF AZ N A TR	8777 N GAINEY CDENTER DR NO	SCOTTSDALE	AZ	85258
NORTHRUP CHARLOTTE V	6906 E 4TH ST	SCOTTSDALE	AZ	85251
NTR INCORPORATED P C	7321 E 6TH AVE	SCOTTSDALE	AZ	85251
NUMERO-UNO QUE PASA INC	7025 E 1ST AVE #3	SCOTTSDALE	AZ	85251
NUSSBAUM IRVING & IRIS	13051 N 94TH PL	SCOTTSDALE	AZ	85260
OASIS MOBILE HOME PARK INC	14651 DALLAS PKWY #500	DALLAS	TX	75240
OHANIAN KEGHAM	7232 E MAIN ST	SCOTTSDALE	AZ	85251
OLAFSON STEVEN/KIMBERLY A	231 S MARINA ST	PRESCOTT	AZ	86303
OLSEN ROXIE L TR	2940 N 67TH PL	SCOTTSDALE	AZ	85251
ORAHA DINKHA O/NAZI D	3635 N 68TH ST UNIT 9	SCOTTSDALE	AZ	85251
ORONA JUAQUIN/GLORIA	6939 E 4TH ST	SCOTTSDALE	AZ	85251
OSWALT ROY	3701 N MARSHALL WAY	SCOTTSDALE	AZ	85251
P P & L INVESTMENTS	3200 E CAMELBACK RD STE 300	PHOENIX	AZ	85018
P R MANAGEMENT	4216 N BROWN #A	SCOTTSDALE	AZ	85251
PACIFIC HOLIDAY INC	1150 SOUTH KING ST STE 1200	HONOLULU	HI	96814
PACIMEO CARLO V & IDA N	14633 N 45TH PL	PHOENIX	AZ	85032
PAIN FRED J JR & CAROLYN E	3003 N CENTRAL STE 207	PHOENIX	AZ	85012
PALMER RICHARD H/MARJORIE M	4898 WEBB RD	PERRY	OH	44081
PALMER THOMAS M & ELIZABETH E	7023 E 4TH ST #101	SCOTTSDALE	AZ	85251
PALS LAND INC	4605 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
PARC HMS ENTERPRISES LLC	4327 N MILLER RD	SCOTTSDALE	AZ	85251
PARRY TOMMY E/MILDRED J TR	P O BOX 304	MORRISTOWN	AZ	85342
PARTNERS FOREVER LLC	4648 E BERNEIL DR	PHOENIX	AZ	85028
PASSARIELLO ROBERT	6905 E Mariposa Dr	SCOTTSDALE	AZ	85251
PASSELL SHIRLEY A TR	4200 N MILLER RD APT #321	SCOTTSDALE	AZ	85251
PATTERSON DWIGHT W/RUBY MAE/WALKER D D/C F	250 W MAIN	MESA	AZ	85201
PAYNE BILLIE F	4200 N MILLER 311	SCOTTSDALE	AZ	85251
PCL LLC	PO BOX 70534	FAIRBANKS	AK	99707
PEEBLES SUSAN E	6841 E 2ND ST #4	SCOTTSDALE	AZ	85251
PEGLER PEARL D TR	2999 N 44TH ST	PHOENIX	AZ	85018
PELTZ JACK/MARJORIE S	5441 N 77TH ST	SCOTTSDALE	AZ	85250
PENTZ HANS/KARIN V TR	8449 W ROSEMONTE DR	PEORIA	AZ	85382
PERILLO MICHELE	4400 N CIVIC CENTER PLAZA	SCOTTSDALE	AZ	85251
PERKINS SANDRA	6925 E 4TH ST NO 1	SCOTTSDALE	AZ	85251
PERNA HOLDINGS L L C	7245 E MAIN ST	SCOTTSDALE	AZ	85251
PESIC IVAN M/KATHERINE NGAI	1802 CHENEY DR	SAN JOSE	CA	95128
PETERS JUDY E/ROBERT DOUGLAS LTD	6611 E HILLSIDE DR	PARADISE VALLEY	AZ	85253
PETERSON JANE A TR	7408 E CAMELBACK ROAD	SCOTTSDALE	AZ	85251
PETERSON JOHN R/DIANE O TR/RAPP JOHN R	4211 WINFIELD SCOTT PLAZA	SCOTTSDALE	AZ	85251
PETERSON PAM	7501 E MINEZONA	SCOTTSDALE	AZ	85251
PETRILLO ANNETTE TR	5041 N 83RD ST	SCOTTSDALE	AZ	85250
PINE STEVEN S	3370 N HAYDEN RD 123-292	SCOTTSDALE	AZ	85251
PINK PLAZA L.L.C.	87 MOUNTAIN SHADOWS WEST	PARADISE VALLEY	AZ	85253
PLANETA PROPERTIES LIMITED PARTNERSHIP	PO BOX 2118	SCOTTSDALE	AZ	85252
PLAYTON PAUL	9980 N 78TH PL	SCOTTSDALE	AZ	85258
PLAZA CODORNIZ ASSOC	536 B ST	SANTA ROSA	CA	95401
PM SCHEIN LLC	7526 E MCKNIGHT	SCOTTSDALE	AZ	85251

POAST WILLIAM G	4601 N 73RD ST	SCOTTSDALE	AZ	85251
POLLACK FAMILY OFFICE BUILDING LLC	7505 E 6TH AVE	SCOTTSDALE	AZ	85251
POLLIFRONE RICHARD/DIANE	7024 E OSBORN RD	SCOTTSDALE	AZ	85251
POLLOCK GARY/NANCY	821 16TH ST W	BILLINGS	MT	59102
POTTERY PARADISE INC	4338 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
PRAIRIE SKY L L C	PO BOX 329	LEOTI	KS	67861
PRANTCO LLC	130 W NORTHERN AVE	PHOENIX	AZ	85021
PRENTICE THOMAS E	4200 N MILLER RD	SCOTTSDALE	AZ	85251
PRESSON SCOTTSDALE LLC	501 E THOMAS RD #200	PHOENIX	AZ	85012
PRIME HOSPITALITY CORP	700 RT 46EAST	FAIRFIELD	NJ	07004
PRINCE STEPHEN E/KIMBERLY A	6930 E 1ST ST	SCOTTSDALE	AZ	85251
PRISTO PAUL JAMES & ELLEN L & LARRY J	719A N SCOTTSDALE RD	TEMPE	AZ	85281
PROEST DONALD W/MARGARET A	1589 FOXCHASE DR	BLACKLICK	OH	43004
PUEBLO ARTS CORP	3625 BISHOP LN	SCOTTSDALE	AZ	85251
RATHER LARRY D/SUZANNE M	N9222 HWY 67	OCONOMOWOC	WI	53066
RAZOR JEROME M & CYNTHIA JANE & DAVID P	6829 E 2ND ST	SCOTTSDALE	AZ	85251
REDEKER MARY ANN TR	4200 N MILLER RD #310	SCOTTSDALE	AZ	85251
REED RUTH H/DOUGLAS/MOGEL CHRISTIE	4200 N MILLER RD UNIT 107	SCOTTSDALE	AZ	85251
REEVES BRADFORD/HOLLEY D	418 W 7TH ST	MANKATO	MN	56001
REGISTER HAZEL	6906 E 4TH STREET	SCOTTSDALE	AZ	85251
REHFELDT RUTH M TR	4200 N MILLER 205	SCOTTSDALE	AZ	85251
RENKES LLC	4441 N 75TH ST	SCOTTSDALE	AZ	85251
REPUBLIC BANK/RIZKALLAH TAWFIK H TR	6130 N CAMELBACK MANOR DR	PARADISE VALLEY	AZ	85253
RICHARDS DAVID S	8625 E COLUMBUS	SCOTTSDALE	AZ	85251
RICHARDS WENDY J	4518 N 73RD ST #8	SCOTTSDALE	AZ	85252
RICHTER RITA M ETAL	4200 N MILLER RD	SCOTTSDALE	AZ	85251
RILEY PATRICK J	7531 E MCKNIGHT	SCOTTSDALE	AZ	85251
RIVES CHARLES RICHARD & DEBORAH JEAN	7345 E SHOEMAN LN STE C	SCOTTSDALE	AZ	85251
RKJC LP	7234 E SHOEMAN LN	SCOTTSDALE	AZ	85251
ROBBINS LISA E	7024 E 6TH ST	SCOTTSDALE	AZ	85251
ROBBINS MICHAEL J/KATHRYN N	11835 N CAVE CREEK RD	PHOENIX	AZ	85020
ROBERT A LEDLIE LLC	12058 N 94TH PL	SCOTTSDALE	AZ	85260
ROMAN CATHOLIC DIOCESE OF PHOENIX	400 E MONROE	PHOENIX	AZ	85004
ROSACI GINO A/POWELL MARGARET A	1516 E MCLELLAN DR	MESA	AZ	85203
ROSE WILLIAM C TR	PO BOX 5146	INCLINE VILLAGE	NV	89450
ROTH PAUL I/BERNICE W TR	54 GLEN EDGE RD	WHITE BEAR LAKE	MN	55110
ROYAL CREST CORPORATION	PO BOX 2025	SCOTTSDALE	AZ	85252
RUBIN HARVEY/TOBYE TR	2714 KELTON AVE	LOS ANGELES	CA	90064
RUCINSKI TIMM R/CYNTHIA A	4200 N MILLER ROAD	SCOTTSDALE	AZ	85251
RUFF MITCH/SHELLEY	6925 E 4TH ST	SCOTTSDALE	AZ	85251
RUSSELL VERONICA C TR	1813 E VELVET DR	TEMPE	AZ	85284
RUTHERFORD BILLY E/JOYCE F	6906 E 4TH ST	SCOTTSDALE	AZ	85251
RUTHERFORD BILLY/JOYCE	7932 LAKE PLEASANT DR	SPRINGFIELD	VA	22153
RYBKA RICHARD G/LORRAINE V	10951 COLORADO CT	ORLAND PARK	IL	60462
S & J INVESTMENTS L L C	7436 E STETSON SR NO 190	SCOTTSDALE	AZ	85251
S & S CIVIC CENTER PROPERTY	7503 E 1ST ST	SCOTTSDALE	AZ	85251
S S H EQUITIES LLC	4445 N BUCKBOARD TRAIL	SCOTTSDALE	AZ	85281
SAADIE PATRICIA P	6925 E 4TH ST	SCOTTSDALE	AZ	85251
SABA BROTHERS RENTAL	3935 N BROWN AVE	SCOTTSDALE	AZ	85251
SABA BROTHERS RENTALS c/o SHERRA LYON	HC 31 BOX 29	MORMON LAKE	AZ	86038
SABAS STORES INC	3965 N BROWN AVE	SCOTTSDALE	AZ	85251
SABRETOOTH INVESTMENTS INC	4201 N MARSHALL WY	SCOTTSDALE	AZ	85251
SADDLEBAG LLC	965 S RESEDA AVE	MESA	AZ	85206
SAIFI DAVE	3730 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
SAMOTH USA INC	6900 E 2ND AVE	SCOTTSDALE	AZ	85251
SAN FILIPPO LOUIS/FLORENCE	11453 E MARK LN	SCOTTSDALE	AZ	85262
SAN MARIN APARTMENTS LTD	434 S EUCLID ST	ANAHEIM	CA	92802
SANDOVAL NICHOLAS J/KRISTI A	5802 E WALTANN LN	SCOTTSDALE	AZ	85254
SAVAGE FAMILY PARTNERSHIP LTD	#7 PARLIAMENT PLACE	DALLAS	TX	75225
SAVAGE JOHN N & DORRACE A	#7 PARLIAMENT PL	DALLAS	TX	75225
SAVAGE KIMBER	6841 E 2ND ST NO 6	SCOTTSDALE	AZ	85251
SAVEN THOMAS C TR	6824 E 2ND ST 101	SCOTTSDALE	AZ	85251
SCALZILLI LAURA L	6815 E 2ND ST	SCOTTSDALE	AZ	85251
SCHADE DEWEY D	7240 N BROOKVIEW WAY	SCOTTSDALE	AZ	85253
SCHAFFER BENJAMIN/JILL R TR	600 GREENWICH LN	FOSTER CITY	CA	94404
SCHALLER ALBERT L & MARILYN E	8208 LAKESHORE DR	N LAKEPORT	MI	48059
SCHARDIN ALVIN J ETAL	7023 E 4TH ST	SCOTTSDALE	AZ	85251
SHELLINGS PROPERTIES	3712 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
SCHIPMA PETER B/JUDITH A	7023 E 4TH ST	SCOTTSDALE	AZ	85251

SCHIRM STANLEY G/KAY L	7111 E DOUBLETREE RD	PARADISE VALLEY	AZ	85253
SCHISLER WILLARD P/MARYANN	6804 E 2ND ST 9	SCOTTSDALE	AZ	85251
SCHLAEPFER AUDREY A	4200 N MILLER RD	SCOTTSDALE	AZ	85251
SCHLEMMER CAROL J TR/RICHARD A	2911 N NOKOMIS ST NE	ALEXANDRIA	MN	56308
SCHOEN BRAD/JULIE TR	5104 E CALLE DEL MEDIO	PHOENIX	AZ	85018
SCHOENMANN DONN R/E LYNN	920 POWELL ST	SAN FRANCISCO	CA	94108
SCHUBERT CHRISTOPHER RHETT	4601 N 73RD ST UNIT 2	SCOTTSDALE	AZ	85251
SCHULTZ STEPHEN E	111 PERKINS ST	BOSTON	MA	02130
SCHUSTER RONALD J/MASSEY SHARON R	4215 N WINFIELD SCOTT PLAZA	SCOTTSDALE	AZ	85251
SCHWARTZ CHARLES R/DORIS M TR	7024 E 6TH ST #107	SCOTTSDALE	AZ	85251
SCKRABULIS DONALD J/HELEN A/CAROL	6912 E 3RD ST	SCOTTSDALE	AZ	85251
SCKRABULIS HELEN A	6910 3RD STREET	SCOTTSDALE	AZ	85251
SCOTTSDALE ACQUISITION LLC	150 BROADWAY	NEW YORK	NY	10038
SCOTTSDALE BOARD OF REALTORS INC	4221 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
SCOTTSDALE CANAL PROJECT LLC	7154 E STETSON DR	SCOTTSDALE	AZ	85251
SCOTTSDALE CHAMBER OF COMMERCE	7343 SCOTTSDALE MALL	SCOTTSDALE	AZ	85251
SCOTTSDALE DIALYSIS CENTER LTD	7321 E OSBORN DR	SCOTTSDALE	AZ	85251
SCOTTSDALE DOWNTOWN INVESTMENTS LLC	12658 N 82ND ST	SCOTTSDALE	AZ	85260
SCOTTSDALE EXECUTIVE CENTER LTD PRTRNSP	PO BOX 4209	MESA	AZ	85211
SCOTTSDALE FASHION SQUARE PARTNERSHIP	11411 N TATUM BLVD	PHOENIX	AZ	85028
SCOTTSDALE FIFTH AVE INVESTORS	4455 E CAMELBACK #215-A	PHOENIX	AZ	85018
SCOTTSDALE FINANCIAL CENTER II LTD PARTNRSH	ONE EMBARCADERO CENTER #20	SAN FRANCISCO	CA	94111
SCOTTSDALE GAS LAMP DISTRICT INVESTMENT L L	8313 E HUBBELL ST	SCOTTSDALE	AZ	85257
SCOTTSDALE GIRLS CLUB	8250 E ROSE LN	SCOTTSDALE	AZ	85253
SCOTTSDALE HEALTHCARE REALTY CORP	7400 E OSBORN RD	SCOTTSDALE	AZ	85251
SCOTTSDALE LODGING LLC	E 8923 MISSION AVE #135	SPOKANE	WA	99212
SCOTTSDALE MAIN STREET INVESTORS L L C	7162 E STETSON DR	SCOTTSDALE	AZ	85251
SCOTTSDALE MEMORIAL HOSPITAL	7400 E OSBORN RD	SCOTTSDALE	AZ	85251
SCOTTSDALE MEMORIAL REALTY CO INC	7400 E OSBORN RD	SCOTTSDALE	AZ	85251
SCOTTSDALE METHODIST CHURCH	4140 MILLER RD	SCOTTSDALE	AZ	85251
SCOTTSDALE PALMS GENERAL PARTNER LTD	6824 E 2ND ST #2	SCOTTSDALE	AZ	85251
SCOTTSDALE REALTY INVESTORS	7154 E STETSON DR	SCOTTSDALE	AZ	85251
SCOTTSDALE SUMMERFIELD ASSOCIATES LP	8100 E 22ND ST BLDG 500	WICHITA	KS	67226
SCOTTSDALE WATERFRONT LLC	2525 E CAMELBACK RD SUITE NO	PHOENIX	AZ	85016
SEAGREN JAMES A	PO BOX 894	CAREFREE	AZ	85377
SEARLES WARREN L/MARY L TR	14555 N SCOTTSDALE RD STE 200	SCOTTSDALE	AZ	85260
SGNG INVESTMENTS LLC	4211 N MARSHALL WAY	SCOTTSDALE	AZ	85251
SHAERZADEH AMIR ALI	3652 N 70TH ST	SCOTTSDALE	AZ	85251
SHAFFER STEVEN S/JUDD W	7248 N VIA NUEVA	SCOTTSDALE	AZ	85258
SHEARER MATTHEW J	3638 N 70TH ST	SCOTTSDALE	AZ	85251
SHELBY MARK K & MARVIN C/DOROTHY	15316 RIDGEVIEW PL	POWAY	CA	92064
SHIDAKER DARLENE	6815 E 2ND ST APT 14	SCOTTSDALE	AZ	85251
SHINN MICHAEL	4518 N 73RD ST 6	SCOTTSDALE	AZ	85251
SHIPP LTD	PO BOX 356	SCOTTSDALE	AZ	85252
SHORT HAROLD/JANE	6841 E 2ND ST UNIT 2	SCOTTSDALE	AZ	85251
SHORT JANE A	6841 E 2ND ST UNIT 2	SCOTTSDALE	AZ	85251
SHUNICK RICHARD E/MARGERY A TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
SIEGEL MORRIS J	6936 E 4TH ST	SCOTTSDALE	AZ	85251
SIKORSKI RICHARD F/ELISABETH A	1111 ANNABAR DR	CASTLE ROCK	CO	80104
SILVER WARREN M/JUDITH G TR	5666 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
SIMON DEBRA A	6824 E 2ND ST	SCOTTSDALE	AZ	85251
SIMONSON BUILDINGS INC	5842 N 38TH PL	PARADISE VALLEY	AZ	85253
SINGER DAVID/CORA S CHATEAUNEUF	4124 E CAMELBACK RD	PHOENIX	AZ	85018
SINGH RANDHIR	5552 W PARKVIEW LANE	GLENDALE	AZ	85310
SINGH RANDHIR/GURDEEP K	5552 W PARKVIEW LN	GLENDALE	AZ	85310
SK HOLDINGS LLC	4040 E MCDOWELL RD STE 501	PHOENIX	AZ	85008
SKIPTON DEE ANN	6902 E INDIAN BEND RD	SCOTTSDALE	AZ	85253
SKYVIEW HOMES	2218 N 78TH ST	SCOTTSDALE	AZ	85257
SLETTEN PHILLIP D & MYRA J	6001 E LAFAYETTE BLVD	SCOTTSDALE	AZ	85251
SMART EARL B/WINFRED E TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
SMETANA TIMOTHY J/DECIANCIO RACHEL M	6834 E 4TH ST #1	SCOTTSDALE	AZ	85251
SMITH & SMITH INC	3737 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
SMITH DAVID BURNELL & RITA JEAN	4310 N 75TH ST	SCOTTSDALE	AZ	85251
SMITH TERRELL SPILLER/RICHARD L	9009 E NITTANY DR	SCOTTSDALE	AZ	85255
SMITH VICKI L ETAL	7302 E SIXTH AVE	SCOTTSDALE	AZ	85251
SOFFER ISAAC/DELORES TR	7154 E STETSON DR	SCOTTSDALE	AZ	85251
SOGAN IRENE & BELLAMAY GREGORICH	P O BOX 20454	PHOENIX	AZ	85036
SOLOMON RAYMOND M/KATHYMAE	11741 N 129TH ST	SCOTTSDALE	AZ	85259
SONMAR OF SCOTTSDALE LTD LIABILITY CO	15 BROADWAY STE 401	FARGO	ND	58102

SPIEGEL RICHARD M & JUDITH K	5502 E CALLE DEL NORTE	PHOENIX	AZ	85018
SREGOR LLC	3639 N MARSHALL WAY	SCOTTSDALE	AZ	85251
STABLER JEFFREY ADDISON	3640 N 70TH ST	SCOTTSDALE	AZ	85251
STAVE ASTOR & SONJA	7325 E SHOEMAN LN	SCOTTSDALE	AZ	85251
STAVE ASTOR & THORE SABO	7325 SHOEMAN LN	SCOTTSDALE	AZ	85251
STEINDORFF ROBERT A/CAROL JEAN TR	4200 N MILLER RD 308	SCOTTSDALE	AZ	85251
STEPHAN EUGENE W/FRANCES L	7407 E MINNEZONA AVE	SCOTTSDALE	AZ	85251
STERNITZKE ROBERT E/BETTY L	6815 E 2ND ST	SCOTTSDALE	AZ	85251
STETSON PROPERTY LLC	7309 E STETSON DR 101	SCOTTSDALE	AZ	85251
STODOLA JEYEMELL	6841 E SECOND ST #5	SCOTTSDALE	AZ	85251
STOUT CAROLYN	7528 E 1ST ST	SCOTTSDALE	AZ	85251
STRAATSMAN CAMERON	4518 N 73RD STREET	SCOTTSDALE	AZ	85251
STRONG THOMAS/VICTORIA L TR	3002 W CETON DR	LAVEEN	AZ	85339
STUART STEVEN W	7024 E 6TH ST NO 205	SCOTTSDALE	AZ	85251
SUEBA-MARK XI LLC	6623 N SCOTTSDALE RD	SCOTTSDALE	AZ	85250
SUMMIT RIDGE INVESTMENT COMPANY L L C	7834 E MARIPOSA DR	SCOTTSDALE	AZ	85251
SUNBRELLA PROPERTIES LTD	6925 E 5TH AVE	SCOTTSDALE	AZ	85251
SUNDIAL RESORTS INC	6664 N 40TH ST	PARADISE VALLEY	AZ	85253
SW FOUNTAIN TERRACE LLC	3621 N 68TH ST	SCOTTSDALE	AZ	85251
TAMASCO FLORINE J TR	4400 N SCOTTSDALE RD NO 9277	SCOTTSDALE	AZ	85251
TASH JOYCE A TR	6730 E SUNNYVALE RD	PARADISE VALLEY	AZ	85253
TAVASSOLI MOGHATA	8214 E MARIPOSA DR	SCOTTSDALE	AZ	85251
TEQUILA GRILL LLC	4363 N 75TH ST	SCOTTSDALE	AZ	85251
TERRASTAR INC	7627 E KRALL ST	SCOTTSDALE	AZ	85250
THAKUS MENS WEAR INC	4237 W SANDRA TERRACE	PHOENIX	AZ	85023
THE GALE FIRST FAMILY LIMITED PARTNERSHIP	6640 E EXETER BLVD	SCOTTSDALE	AZ	85251
THIELKING DAVID H TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
THIRD AVENUE LOFTS LLC	2777 E CAMELBACK RD STE 150	PHOENIX	AZ	85016
THOMAS CARL RICHARD & KATHLEEN A	7500 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
THOMAS ERIC A/CARROLL SUZANNE	6804 E 2ND ST UNIT 19	SCOTTSDALE	AZ	85251
THOMPSON MARK S/LEWIS CLAIRE B TR	4730 E INDIAN SCHOOL NO 120-19	PHOENIX	AZ	85018
THOMPSON SILVIA I	4902 E HAZEL DR #1	PHOENIX	AZ	85044
TIBSHRAENY INVESTMENT COMPANY	5444 E SANNA ST	PARADISE VALLEY	AZ	85253
TIBTOR INVESTMENTS	5444 E SANNA ST	PARADISE VALLEY	AZ	85253
TINSLEY THEODORE E & FRED A C	PO BOX 1798	PINE	AZ	85544
TJB PROPERTIES LLC	11515 N 91ST ST STE 109	SCOTTSDALE	AZ	85260
TNT INVESTMENTS	7531 E 2ND ST	SCOTTSDALE	AZ	85251
TOMPKINS ANDREW H/SUSAN B TR	725 RANCHO CIR	LAS VEGAS	NV	89107
TONKA & BERG COLLABORATIVE L L C	4332 N WELLS FARGO STE 200	SCOTTSDALE	AZ	85251
TOWNSEND REX R/JANET-MAE	6840 E 2ND ST	SCOTTSDALE	AZ	85251
TRAFF JOHN/LYNN	921 RIDGEFIELD LN	BUFFALO GROVE	IL	60089
TRAINER C W/MOORE WILLIAM	2802 N GARFIELD ST	MIDLAND	TX	79705
TRANE JUDITH	7516 1ST ST	SCOTTSDALE	AZ	85251
TRAVNICEK KENNETH W	6925 E 4TH ST NO 22	SCOTTSDALE	AZ	85251
TRI-ZONE PROPERTIES LLC	11515 N 91ST ST 109	SCOTTSDALE	AZ	85260
TUFTS STEVEN L/L B/BRAMBERRY H M III	6824 E 2ND ST UNIT 11	SCOTTSDALE	AZ	85251
TURNER NEIL & MARY K	6211 E CORTEZ	SCOTTSDALE	AZ	85254
UHDEN CARL F/VIRGINIA P TR	4012 VIA OPATA	PALOS VERDES ESTATES	CA	90274
UNGETHIEM STEVEN P/SANDRA J	13041 W CHERRY HILLS DR	EL MIRAGE	AZ	85335
UNIQUE INC	7232 E 1ST ST	SCOTTSDALE	AZ	85253
UNISPEC DEVELOPMENT CORPORATION	4440 N CIVIC CENTRE PLAZA	SCOTTSDALE	AZ	85251
UNITED COLUMBIA CORP	7228 E 1ST AVE	SCOTTSDALE	AZ	85251
UNITED STATES POSTAL SERVICE	475 L'ENFANT PLAZA SW	WASHINGTON	DC	20260
VA DRUNEN SCOTT/KOPCHECK WILLIAM	7037 E 6TH ST	SCOTTSDALE	AZ	85251
VAKILI REZA	9889 E TOPAZ	SCOTTSDALE	AZ	85251
VANCE MARIE E TR	4200 N MILLER RD #524	SCOTTSDALE	AZ	85251
VARGAS BERTHA O	11515 N 91ST ST STE 109	SCOTTSDALE	AZ	85260
VEATCH DOROTHY A TR	7403 E 6TH AVE	SCOTTSDALE	AZ	85251
VELASCO DEMETRIO/NATIVIDAD TR	8513 E CITRUS WY	SCOTTSDALE	AZ	85250
VENTURA INTERNATIONAL INC	3605 N 68TH ST	SCOTTSDALE	AZ	85251
VILLA BONITA ENTERPRISES LLC	9615 N 113TH WAY	SCOTTSDALE	AZ	85259
VILLA JASON	6824 E 2ND ST 201	SCOTTSDALE	AZ	85251
VINGER STETSON HOLDING COMPANY INC	PO BOX 12355	SCOTTSDALE	AZ	85267
VJ SCOTTSDALE MEDICAL LLC	4300 N MILLER RD 153	SCOTTSDALE	AZ	85251
VOGEL JON V/FANCHON S TR	4312 N 69TH ST	SCOTTSDALE	AZ	85251
VOLLARO AUDRA E	8701 E SHERIDAN ST	SCOTTSDALE	AZ	85257
VOMERO JOSEPH J & LYNETTE A	7324 6TH AVE	SCOTTSDALE	AZ	85251
VON GUNTEN WALTER	6925 E 4TH ST #18	SCOTTSDALE	AZ	85251
WALGREEN #03163	300 WILMOT RD	DEERFIELD	IL	60015

WALGREEN ARIZONA DRUG CO	200 WILMOT RD	DEERFIELD	IL	60015
WALK THE LINE LLC	4300 N MILLER 222	SCOTTSDALE	AZ	85251
WALKER PETER & CLAUDETTE	5800 RIVERSIDE DRIVE	VANCOUVER	WA	98661
WALL MICHAEL V/ANN C TR	7130 E BERNEIL	PARADISE VALLEY	AZ	85253
WALLACH STEPHAN R/MICHELLE G	1057 WATERVILLE LAKE RD	CHULA VISTA	CA	90025
WALSH ROBERT J/JEAN M	135 S BLANCHARD	WHEATON	IL	60187
WASBOTEN WILLIAM L	7545 E 1ST ST	SCOTTSDALE	AZ	85251
WEBER ERWIN A/KATHELEN ROSE TR	8009 N 66TH ST	PARADISE VALLEY	AZ	85253
WEFLEN ARNOLD E/MONICA L TR	7109 E 2ND ST	SCOTTSDALE	AZ	85251
WEGNER DEAN G	6936 E 4TH ST	SCOTTSDALE	AZ	85251
WEISS HARRY M & IRENE TR	49 BILTMORE ESTATES	PHOENIX	AZ	85016
WEISSMANN CRAIG/KATHARINE	1 GREENVIEW DR	CARLSBAD	CA	92009
WENTLAND MARY ANN	W3098 OLD HWY US 2/41	POWERS	MI	49874
WEST JUDITH A TR	1909 KAHAKAI DR NO10	HONOLULU	HI	96814
WEST K JANE TR	4200 N MILLER RD	SCOTTSDALE	AZ	85251
WESTCOR COMPANY II LTD PRTRNSHP THE	611 OLIVE ST	ST LOUIS	MO	63101
WESTCORP COMPANY LTD PARTNERSHIP	11411 N TATUM BLVD	PHOENIX	AZ	85028
WESTERHOF JACOB P/KATHLEEN	5504 N COOK ST	MC FARLAND	WI	53558
WESTERHOF JACOB R/CAROL J TR	816 S 8TH ST	MANITOWOC	WI	54220
WESTERN SECURITY BANK	7401 E CAMELBACK RD	SCOTTSDALE	AZ	85251
WHITE WALTER A/MARTINA J	3019 WAUBENOOR DR	GREEN BAY	WI	54301
WILDCHILD INVESTMENTS	15550 N FRANK LLOYD WRIGHT B	SCOTTSDALE	AZ	85260
WILHELM JEROME A/YVONNE E	765 LAKE RIDGE DR	WOODBURY	MN	55129
WILKINS WILLIAM F	6925 E 4TH ST 7	SCOTTSDALE	AZ	85251
WILLIAMS HAROLD V/CYNTHIA L TR	2172 E CALLE DE ARCOS	TEMPE	AZ	85284
WILLIAMS MAXINE Y/WILLIAMS-FISHER NAN M	4200 N MILLER RD 414C	SCOTTSDALE	AZ	85258
WILLIAMS MERVIN GATLIFF JR/YOLANDA OSBORNE	433 CANYON DR	GLENDALE	CA	91206
WILLIAMSON WALTER A/GERALDINE D TR	7521 E 1ST ST	SCOTTSDALE	AZ	85251
WILLMOTH GEORGE B & FERN M TR	P O BOX 907	SCOTTSDALE	AZ	85252
WILSON FREDERICK M/JACQUELYN D	28915 LA CARRETERRA	LAGUNA NIGUEL	CA	92677
WINKLER ROBERT A/DEANNA C TR	2161 W MADERO	MESA	AZ	85202
WINSTANLEY PEARSE H & MAUREEN J ETAL	6805 E 2ND ST	SCOTTSDALE	AZ	85021
WISEMAN ROY EARL	6925 E 4TH ST UNIT 6	SCOTTSDALE	AZ	85251
WISNER PAMELA D	PO BOX 10566	SCOTTSDALE	AZ	85271
WOLF CYNTHIA E	6920 E 4TH ST 206	SCOTTSDALE	AZ	85251
WOLFE TIMOTHY/MCCARTHY-WOLFE MARY	4175 ASPEN AVE	JUNEAU	AK	99801
WONG ASTRIA & ANTHONY F SAVARESE	7121 1ST AVE	SCOTTSDALE	AZ	85251
WONG CHEUNG C/SING L	4417 N SADDLEBAG TR	SCOTTSDALE	AZ	85251
WONG MARY/WILMA TR/SONG JOE H/JOHN/GEORGE	4803 N 7TH AVE	PHOENIX	AZ	85013
WOOD CHARLES S III/SUSAN A	9956 E CINNABAR AVE	SCOTTSDALE	AZ	85258
WORLD WIDE INVESTMENT	P O BOX 215	DOWNNS	KS	67437
WORTHINGTON CHAD R	6954 E 2ND ST	SCOTTSDALE	AZ	85251
YAHRAUS LISA	4601 B 73RD ST UNIT 12	SCOTTSDALE	AZ	85251
YANKE INVESTMENTS PARTNERSHIP	2 RAVINIA DR 500	ATLANTA	GA	30346
YOGODA ALETTA MARIE	6925 E 4TH ST	SCOTTSDALE	AZ	85051
YOUNGJOHN JAMES ROBERT JR	7533 E 1ST ST	SCOTTSDALE	AZ	85251
YUAN ROCKY SO LUN/STEPHANIE YEN FEN TR	8306 E SAN SIMON	SCOTTSDALE	AZ	85258
ZAPPE JO ANNE	4200 N MILLER RD	SCOTTSDALE	AZ	85251
ZERBE JOHN N	110 VILLAGE GREEN LN	LANCASTER	PA	17603
ZIMMER ASHLEY K	6920 E 3RD ST	SCOTTSDALE	AZ	85251
ZUBKE LESTER E/JUDITH A	6906 E 4TH ST	SCOTTSDALE	AZ	85251
MARSON LOUIS JR/THERESA	7526 E CAMELBACK RD	SCOTTSDALE	AZ	85251
MAVROKEFALOS GEORGE/MARGARET	7625 E CAMELBACK RD #A121	SCOTTSDALE	AZ	85251
GILBERT EDGAR/JEANNIE	7625 E CAMELBACK RD #128A BL	SCOTTSDALE	AZ	85251
FILEK DIANE L	7641 E MINNEZONA ST 19	SCOTTSDALE	AZ	85251
SEIBERT BETTY G TR	7639 E MINNEZONA	SCOTTSDALE	AZ	852510000
MINAHAN ROBERT	7637 E MINNEZONA	SCOTTSDALE	AZ	85251
PRESCHER KENNETH E & CAROL A	7635 E MINNEZONA	SCOTTSDALE	AZ	85251
DAY WILLIAM B/MAUREEN E	6490 CYPRESS LN	GILBERT	MN	55741
FOX JUDITH MARY TR	7640 E CAMELBACK	SCOTTSDALE	AZ	85251
KELLEY ANTHONY W/BARBARA A	7665 E MINNEZONA AVE	SCOTTSDALE	AZ	852510000
MELIUS MICHAEL L	7663 E MINNEZONIA	SCOTTSDALE	AZ	85251
CARTER CAMERON C/ROBYN A	7661 E MINNEZONA	SCOTTSDALE	AZ	85251
ANDERSON STEVEN R/LESMEISTER CHRISTA P	716 4TH ST S	MOORHEAD	MN	56500
REDMAN GERALD E/FRANCES E	7119 E SHEA BLVD PMB 288	SCOTTSDALE	AZ	85254
GLICKMAN ELISE R	7655 E MINNEZONA	SCOTTSDALE	AZ	85251
GOEBEL PAUL C & MARY JANE	P O BOX 15433	LAKEWOOD	CO	80215
LAWTON DORIS E	7653 E MINNEZONA AVE	SCOTTSDALE	AZ	85251
DYKSHORN TERRY L	7629 E MINNEZONA AVE	SCOTTSDALE	AZ	85251

LANNES EVELYN M	7627 E MINNEZONA AVE	SCOTTSDALE	AZ	85251
DOWDELL PAUL F	7625 E MINNEZONA	SCOTTSDALE	AZ	852510000
DONLEY GERTRUDE MCANULTY TR	7623 E MINNEZONA	SCOTTSDALE	AZ	85251
HADDY IRMA R	7613 E MINNEZONA	SCOTTSDALE	AZ	852510000
ALEXANDER JOHN R/FULLER DOROTHY K	7615 E MINNEZONA AVE	SCOTTSDALE	AZ	852510000
DLUZANSKY DARLENE	301S SIGNAL BUTTE RD A 1	APACHE JUNCTION	AZ	85220
STAMBAUGH LEBERN B TR	7619 E MINNEZONA AVE	SCOTTSDALE	AZ	85251
SCHROEDER JACQUELINE J	7609 E MINNEZONA	SCOTTSDALE	AZ	85251000
MEYN SUSAN S/TAYLOR MICHAEL D	7607 E MINNEZONA AVE	SCOTTSDALE	AZ	852510000
ERICKSON CAROL M/STEVEN B	7605 E MINNEZONA AVE #35 B-1	SCOTTSDALE	AZ	852510000
BUSH KARLIS/MARIJA/KERWIN LILITA S	7603 E MINNEZONA	SCOTTSDALE	AZ	85251
LARSON RAYMOND G	5431 N MILLER RD	SCOTTSDALE	AZ	852510000
SMITH NORMAN E	2346 W MAIN ST	LITTLETON	CO	80120
BOILEAU CHRISTOPHER JACQUEA ETAL	4525 N MILLER RD	SCOTTSDALE	AZ	85251000
GARLASCO GRACE	1425 S SHORE DR	DELAVAN	WI	53115
BEATTY WENDY L	7651 E MINNEZONA AVE	SCOTTSDALE	AZ	85251
ZINGARELLI FRANK	7625 E CAMELBACK RD #239B	SCOTTSDALE	AZ	85251
MOSSMAN HELEN & MICHAEL ARNOLD	145 W 78TH ST APT 1A	NEW YORK	NY	10024
BENSON MARGARET M	7625 E CAMELBACK RD #340B	SCOTTSDALE	AZ	85251
DARMIENTO FRANK & KATHLEEN & FILOMENA	13426 N 79TH ST	SCOTTSDALE	AZ	85260
HARRIS MAVIS	7625 E CAMELBACK RD #141B	SCOTTSDALE	AZ	85251
THOMAS LORRAINE A	7625 E CAMELBACK RD #142B	SCOTTSDALE	AZ	852510000
TRUST COMPANY OF AMERICA	7103 S REVERE PKWY	ENGLEWOOD	CO	80112
FOSTER ROSEMARY D	7625 E CAMELBACK RD #333B	SCOTTSDALE	AZ	85251
KELLGREN MARTA R	7625 E CAMELBACK RD #433B	SCOTTSDALE	AZ	852510000
COLWELL ARTHUR R TR	14245 N CAMEO DR	SUN CITY	AZ	85351
DWYER ANITA L	7625 E CAMELBACK RD #135B	SCOTTSDALE	AZ	85251
BOSTROM PATRICIA L TR	PO BOX 21766	SEATTLE	WA	981113766
YOKOBOSKY WILLIAM R JR	140 TWIN OAKS DR	LOS GATOS	CA	95032
FALLS JOHN R	7002 N TATUM BLVD	PARADISE VALLEY	AZ	85253
KOPLON LEA TR	7625 E CAMELBACK RD #336B	SCOTTSDALE	AZ	85251000
PING DONALD/JEANNE TR	7625 E CAMELBACK RD #436B	SCOTTSDALE	AZ	85251
ROBISON STACY R	2144 ASH LN	NORTHBROOK	IL	60062
RICHEY JACK A/E RUTH	8508 142 ND AVE NE	REDMOND	WA	98052
ZINGARELLI MICHAEL/JANET	7625 E CAMELBACK RD #234B	SCOTTSDALE	AZ	85251
STICKLE LUCY T	7625 E CAMELBACK RD #139B	SCOTTSDALE	AZ	85251
RUSTON JAMES M/PANOREA	7625 E CAMELBACK RD #338B	SCOTTSDALE	AZ	85251
GRUNDTNER LAWRENCE J	2210 HIGH POINTE RD	ST PAUL	MN	55120
JIRAN JOAN E	7625 E CAMELBACK RD #229B	SCOTTSDALE	AZ	85251
JOSS REUBEN S & EDNA S	2628 N 61ST ST	MESA	AZ	85251
STATLAND ALBERT	7625 E CAMELBACK RD #130B	SCOTTSDALE	AZ	85251
WATSON WILLIAM T/THERESA B	7625 E CAMELBACK RD #230B	SCOTTSDALE	AZ	85251
YEGEN DONNA J TR	6341 E EVENING GLOW DR	SCOTTSDALE	AZ	85262
NOAH ARIE	7625 E CAMELBACK RD #203A	SCOTTSDALE	AZ	85251
ZERMUHLEN IRMA K TR	7625 E CAMELBACK RD #105A	SCOTTSDALE	AZ	85251
SHERMAN JOSEPH D/SIDNEY	7625 E CAMELBACK RD #205A	SCOTTSDALE	AZ	85251
SPENCE MARY ELEANER ETAL	7625 E CAMELBACK RD #106A	SCOTTSDALE	AZ	85251
DONNER PAUL C/TAMI	7625 E CAMELBACK RD #330B	SCOTTSDALE	AZ	85251
BRAVO ALFRED M/MILDRED V	4331 N 78TH ST #D-205	SCOTTSDALE	AZ	852510000
BECK ROBERT A/WINER BRENDA	7625 E CAMELBACK RD #130A	SCOTTSDALE	AZ	852510000
KONOSKY KENNETH E	7625 E CAMELBACK RD #331A	SCOTTSDALE	AZ	85251
WARD ALAN J	5415 N SHERIDAN RD	CHICAGO	IL	60640
ROGERS ROC RYAN TR	7625 E CAMELBACK RD #437A	SCOTTSDALE	AZ	85251
EUSEPPI KATHY J	7625 E CAMELBACK RD #A143	SCOTTSDALE	AZ	85251
CIPRIANO PATRICIA A	7625 E CAMELBACK RD #150B	SCOTTSDALE	AZ	85251
NELSON RONALD A/MARIE A	7625 E CAMELBACK RD #344B	SCOTTSDALE	AZ	85251
DAHLKE DARVIN S & JANET M	25407 LOGAN LN	HILLMAN	MN	563389478
LITTERIELLO LOUIS SR	7625 E CAMELBACK RD #334B	SCOTTSDALE	AZ	85251
THROCKMORTON RICHARD T	7525 E CAMELBACK RD 435B	SCOTTSDALE	AZ	85251
ZDANOWSKI EDWARD/RHONDA E	4224 E PINNACLE VISTA DR	CAVE CREEK	AZ	85331
CHAMBERLAIN FREDERICK R III/LINDA L CO-TR	7625 E CAMELBACK RD #326-B	SCOTTSDALE	AZ	85251
SCHUSTER HELMUT/PARTNERS LIMITED PTNRSHIP	5806 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
HELMUT SCHUSTER & PARTNERS INC	5806 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
DAVIDSON CAROL J	7625 E CAMELBACK RD #422B	SCOTTSDALE	AZ	85251
LUCY E DUFFY REV LIVING TRUST	7625 E CAMELBACK RD #439B	SCOTTSDALE	AZ	852510000
HALVERSON ARCHIBALD T/ROSE D	7625 E CAMELBACK RD #236B	SCOTTSDALE	AZ	852510000
MERRILL LYNCH TRUST CO TR	7625 E CAMELBACK RD #437B	SCOTTSDALE	AZ	85251
CALDERON MARIA	6640 E CAMINO DE LOS RANCHOS	SCOTTSDALE	AZ	85254
GOOD ELIZABETH SUSAN	7625 E CAMELBACK RD #415B	SCOTTSDALE	AZ	852510000

BOLDUC ROGER W/SUSAN I	7500 N VIA CAMELLO DEL NORTE	SCOTTSDALE	AZ	85258
PARIS GEORGE/MICHELINE TR	7625 E CAMELBACK RD #328A	SCOTTSDALE	AZ	85251
BASS BILL S/SHEPHERD CATHY A	7625 E CAMELBACK RD #250A BL	SCOTTSDALE	AZ	852510000
RUESGA VERA	7625 E CAMELBACK RD #252A	SCOTTSDALE	AZ	852510000
SURIN DARLA KAY	7625 E CAMELBACK RD #122A	SCOTTSDALE	AZ	85251
WHITAKER ROBERT E & GENEVIEVE R	7625 E CAMELBACK RD #133A7	SCOTTSDALE	AZ	85251
MADDEN ESTHER LTR	5462 E ELMWOOD ST	MESA	AZ	85205
COVERT MARK A	7625 E CAMELBACK RD #418A	SCOTTSDALE	AZ	85251
WALLERICH CATHERINE TR	6944 E MONTICITO	SCOTTSDALE	AZ	85251
COLEMAN WILLIAM E/SHIRLEY A	7625 E CAMELBACK RD #107A	SCOTTSDALE	AZ	85251
DAVISON BARRY	7625 E CAMELBACK RD #109A	SCOTTSDALE	AZ	85251
HORTON CHRISTINE/KHELLION HAGAN	7625 E CAMELBACK RD #246A	SCOTTSDALE	AZ	85251
BOEHLING HENRY F & MARIANNE M TR	7625 E CAMELBACK RD #439A	SCOTTSDALE	AZ	85251
WHITE GILBERT W	7625 E CAMELBACK RD #315A	SCOTTSDALE	AZ	85251
FALLS JOHN R	7635 E CAMELBACK RD NO 115A	SCOTTSDALE	AZ	85251
MCFALL CATHERINE M	7625 E CAMELBACK RD #244B	SCOTTSDALE	AZ	85251
RICHARD E HEBERT REVOCABLE LIVING TRUST THE	7625 E CAMELBACK RD #233B	SCOTTSDALE	AZ	85251
LEGGITT WALLACE E/CAROLYN S	301 N ALLEN	ROBINSON	IL	62454
WATERS FORREST/FRANCES	7625 E CAMELBACK RD #227A	SCOTTSDALE	AZ	85251
PHILIPP ISABEL J ETAL	7625 E CAMELBACK RD #332A	SCOTTSDALE	AZ	85251
WARD BARBARA	7620 E CAMELBACK RD 1	SCOTTSDALE	AZ	85251
BILLEN DONNA MARIE	7622 E CAMELBACK RD	SCOTTSDALE	AZ	85251
KALUHA JOSEPH C & FRANK K & MARY M	7624 E CAMELBACK RD	SCOTTSDALE	AZ	85251
DUPONT CHARLES P	7626 E CAMELBACK RD	SCOTTSDALE	AZ	85251
LITTLE LINDA	7628 E CAMELBACK RD	SCOTTSDALE	AZ	85251
MOSER JENNIFER A	7632 E CAMELBACK RD	SCOTTSDALE	AZ	85251
KIDD EDDIE R/TERI B	7634 E CAMELBACK RD	SCOTTSDALE	AZ	85260
CRUSE LOUIS/JOYCE/CAGE THOMAS G/KATHLEEN	9711 E BECKER LN	SCOTTSDALE	AZ	85260
HANDLEY PATARICIA	1109 ROSARIO ST	DAVIS	CA	95616
MAGUIRE KEVIN M	7508 E CAMELBACK RD	SCOTTSDALE	AZ	85251
WALDO WILLIAM	7625 E CAMELBACK RD #101A-1	SCOTTSDALE	AZ	852510000
MOONEY JAMES I/KATHLEEN N	58 STONY RIDGE DR	HONEOYE FALLS	NY	14472
KVAASE KARLA K	7625 E CAMELBACK RD #146B	SCOTTSDALE	AZ	85251
STOCKHAUS FRED C/JUNE A TR	8962 YUCCA ST	SCOTTSDALE	AZ	85260
BUCHAN DIANA	7625 E CAMELBACK RD #309A	SCOTTSDALE	AZ	85251
LUKAVICS MARIE B TR	7625 E CAMELBACK RD #A320 BL	SCOTTSDALE	AZ	852512123
HORVATH LISE J	7625 E CAMELBACK RD #224A	SCOTTSDALE	AZ	85251
ADAIR JENNIFER A	4583 DARROW CT	FREMONT	CA	945365811
LYON HERVEY ROBERT TR/SALLY A	2286 22ND ST	WYANDOTTE	MI	48192
PLOTNIK JENNIE TR	7625 E CAMELBACK RD #341A	SCOTTSDALE	AZ	85251
FEICK GEORGIANNA	7625 E CAMELBACK RD #346A	SCOTTSDALE	AZ	85251
ALLEN THOMAS N & JEANNIE E	24306 FARMINGTON	FARMINGTON HILLS	MI	48018
RAHM RICHARD M/SARALEE	7625 E CAMELBACK RD #248B	SCOTTSDALE	AZ	85251
ANDERSON JAMES D/CORRINE A	7625 E CAMELBACK RD #222B	SCOTTSDALE	AZ	85251
KUPPERSTEIN GEORGE & LEE	7625 E CAMELBACK RD #324B	SCOTTSDALE	AZ	85251
MEYER MADELINE	13505 CHELTENHAM DR	SHERMAN OAKS	CA	91423
BLITZ PAUL/BETTY TR	7625 E CAMELBACK RD #122B	SCOTTSDALE	AZ	85251
SCOFIELD VIRGINIA TR	6530 E MONTEROSA DR	SCOTTSDALE	AZ	85250
CLARK CHERYL/GUZINSKI JOSEPH/PAM	723 19TH AVE SW	ROCHESTER	MN	559020000
CHRISTIANSEN ROBERT L/BARBARA A	7983 SW SACAJASEA WAY	WILSONVILLE	OR	97070
BOYNTON BEATRICE	8532 E VISTA DRIVE	SCOTTSDALE	AZ	85250
DRESSLER JEAN S	7502A SW BARNES RD	PORTLAND	OR	972256260
TARRACCIANO ROSE M	7625 E CAMELBACK RD #438B	SCOTTSDALE RD	AZ	85251
KLASSMAN ROBERTA TR	9324 LAVERGNE	SKOKIE	IL	60077
MARIE TRISHA	7625 E CAMELBACK RD #322B	SCOTTSDALE	AZ	85251
LATHROP GERARD H & JOSEPHINE P	32 E 2ND ST	FREEMONT	NY	11520
FEOLA ANDREW A	7625 E CAMELBACK RD #341B	SCOTTSDALE	AZ	85251
CIENTO CONDOMINIUMS HOMEOWNERS ASSN	3313 N 68TH ST	SCOTTSDALE	AZ	85251
WRIGHT TIMOTHY R	1702 S LA ROSA	TEMPE	AZ	85281
GAUL SHIRLEY W	7625 E CAMELBACK RD #218A	SCOTTSDALE	AZ	85251
WIGTON CHESTER M	151 RIVERVIEW DR	DURANGO	CO	81301
BOWES RICHARD MICHAEL/MILLICENT M	7625 E CAMELBACK RD #129-A	SCOTTSDALE	AZ	85251
ZSANOWSKI EDWARD/RHONDA E	7625 E CAMELBACK RD #309B	SCOTTSDALE	AZ	85251
CHARVOZ ANDREW E	7107 STETSON DR	SCOTTSDALE	AZ	85251
DECANE KATHERINE TR/BEATRICE EVA	7555 E MINNEZONA	SCOTTSDALE	AZ	85251
ARBOGAST WOODROW & SYLVIA	7625 E CAMELBACK RD #322A	SCOTTSDALE	AZ	85251
LOKEN LARRY W	7625 E CAMELBACK RD #118A	SCOTTSDALE	AZ	85251
MACHNOWSKI CLAIRE A	7625 E CAMELBACK RD #316A	SCOTTSDALE	AZ	852512117
KALUHA FRANK K & JOSEPH C	7625 E CAMELBACK RD #213A-3	SCOTTSDALE	AZ	85251

LEGRAND JAY/RUTH	7625 E CAMELBACK RD #314A	SCOTTSDALE	AZ	85251
BENGLAS IONEL/GITTA	15 STEWART PLACE	WHITE PLAINS	NY	10603
NUMIKOSKI REBEKA KAY	7625 E CAMELBACK RD #139B	SCOTTSDALE	AZ	85251
WHALEN DONALD/PAULINE/GARY/TERRI/DANN/SMIT	1911 DELWOOD	DURANGO	CO	81301
REAGAN CHRISTINA	7625 E CAMELBACK RD #208A	SCOTTSDALE	AZ	85251
FOX MARGARET P	7625 E CAMELBACK RD #438A	SCOTTSDALE	AZ	85251
DALY JENNIFER LYNN	1716 E EARLL DR	PHOENIX	AZ	85016
ISRAEL ALAN/MARY	4615 N LAUNFAL	PHOENIX	AZ	85018
THEISEN CAROL A	8678 E WINDROSE DR	SCOTTSDALE	AZ	85260
VALENZUELA ALICIA G	7625 E CAMELBACK RD #339B	SCOTTSDALE	AZ	852510000
CAMPBELL MASON	7625 E CAMELBACK RD #250B	SCOTTSDALE	AZ	85251
KIEFER BARBARA	7625 E CAMELBACK RD #252B	SCOTTSDALE	AZ	85251
TRULSON MARY JANE	7625 E CAMELBACK RD #312A	SCOTTSDALE	AZ	85251
RUGOLO STEVEN/MOLLY S	7625 E CAMELBACK RD #142A	SCOTTSDALE	AZ	85251
R T C LLC	7555 E CAMELBACK RD	SCOTTSDALE	AZ	85260
DREVAR ISABEL P/EDWARD W JR	1501 ORANOLE RD	MAITLAND	FL	32751
BOHNENKAMP JOHN S	951 OLD COUNTRY RD NO 116	BELMONT	CA	94002
ADAMS DALE ROBERT & DEANNA DAWN	3324 E HARMONY AVE	MESA	AZ	85204
ROBERSON GORDON K	7625 E CAMELBACK RD #241A	SCOTTSDALE	AZ	85251
JOYCE NANCY	PO BOX 447	FISH CREEK	WI	54212
GARCIA INVESTMENTS LLC	4300 N MILLER RD STE 124	SCOTTSDALE	AZ	85251
DRAGGOO DUWAYNE	7625 E CAMELBACK RD #233A	SCOTTSDALE	AZ	85251
RZEPNIK JACK/LUXENBERG REVA	7625 E CAMELBACK RD #105B	SCOTTSDALE	AZ	85251
WESSE WILBERT D/IRENE D REVOC TRUST	6601 N SCOTTSDALE RD #100	SCOTTSDALE	AZ	85253
CUSACK DIANE D	7625 E CAMELBACK RD #202A	SCOTTSDALE	AZ	85251
MONDRY HOWARD JAMES/ALICE JOYCE	7048 DAWN COURT E	INVER GROVE HEIGHTS	MN	55078
MCKEEN THERESA M TR	7625 E CAMELBACK RD #249B	SCOTTSDALE	AZ	85251
BEECH JEANNIE	1851 SILVER PINE DR	NORTHBROOK	IL	600625131
ZAHIRI AHMAD/HANID REZA/MAHVASH	7625 E CAMELBACK RD #241B	SCOTTSDALE	AZ	85251
QUIRIN EMIL W	7625 E CAMELBACK RD #204A	SCOTTSDALE	AZ	85251
STEWART ROBERT B & MARIE	8040 E DEL CAVERNA DR	SCOTTSDALE	AZ	85258
FRENKEL DAN S/HEATH KELLIE D	7170 N NAVAJO	GLENDALE	WI	53217
KASSAY-FARKAS PETER P/JOAN E	307 HELENE PL	BELLVIEW	NE	68005
DA SILVA BERNARD F/DINA C	8530 SW MARISSA DR	TIGARD	OR	97223
MILLIKEN MARLYN R TR/MILLIKEN ALMA J TR	1122 MCMILLAN ST	HOLDREGE	NE	68949
NOEL RONALD EARL	831 COLE	MONROE	MI	48162
MUELLER KARLA N	7625 E CAMELBACK RD #138A	SCOTTSDALE	AZ	85251
ROJAS AMBROSE	7625 E CAMELBACK RD #A345	SCOTTSDALE	AZ	85251
MCKINLEY MICHAEL L/LUSI K/MARK S	9018 GAVELWOOD CT	SPRINGFIELD	VA	22153
FALLS JOHN	7625 E CAMELBACK RD #133B	PHOENIX	AZ	85016
PATTON JERRY/MARLENE	1208 19TH AVE N E	ROCHESTER	MN	55906
HORTON JUDITH	7625 E CAMELBACK RD #132B	SCOTTSDALE	AZ	85250
DOLINKA DANIEL & LILLIAN	1250 RUDOLPH #3-P	NORTHBROOK	IL	60062
DIXON MAXINE L	7625 E CAMELBACK RD #317B	SCOTTSDALE	AZ	85251
SPEARS JIMMIE F	7625 E CAMELBACK RD #204B	SCOTTSDALE	AZ	85251
CAMEL INVESTMENTS LLC	7343 E CAMELBACK RD	SCOTTSDALE	AZ	85251
GARIBALDI SHERRY/HELEN	7625 E CAMELBACK RD #213B	SCOTTSDALE	AZ	85251
MUNITZ ELSIE	7625 E CAMELBACK RD #316B	SCOTTSDALE	AZ	85251
VIZARRA JOSE E/HERMINIA G	7625 E CAMELBACK RD #103B	SCOTTSDALE	AZ	85251
HONG HENG P/LYNDA N	7514 E CAMELBACK RD	SCOTTSDALE	AZ	852510000
SLEEMAN JOAN G	7625 E CAMELBACK RD #119A	SCOTTSDALE	AZ	85251
KARAVIDAS GUS	1415 N DEARBORN	CHICAGO	IL	606100000
SZUTOWICZ WALTER & LEONIE L TR	7625 E CAMELBACK RD #308A	SCOTTSDALE	AZ	85251
SCOTTSDALE CAMELBACK PROFESSIONAL PLAZA	7600 E CAMELBACK RD	SCOTTSDALE	AZ	85251
DAHLKE DARVIN S & JANET M	RR 1 BOX 278	HILLMAN	MN	563389478
KOVNAT MOLLIE TR	7625 E CAMELBACK RD #311B	SCOTTSDALE	AZ	85251
HERC ROBERT J/SHARON	35273 QUAKER WAY	FARMINTON HILLS	MI	483310000
HASLETT MARIE	2013 S LINCOLN AVE	LOMBARD	IL	60148
HARMS DEENA L	7625 E CAMELBACK RD #212B	SCOTTSDALE	AZ	85251
SESKIND AUDREY E TR	7625 E CAMELBACK RD #312B	SCOTTSDALE	AZ	852510000
ZARECOR DEBRA L	7625 E CAMELBACK RD #412B	PHOENIX	AZ	85251
FITZGERALD BARBARA J	PO BOX 208	HEXFORD	PA	15090
KOLOMAY RICHARD/PATRICIA	7625 E CAMELBACK RD #413B	SCOTTSDALE	AZ	85251
DAUPARAS JANET R	9405 S 54TH AVE	OAK LAWN	IL	60453
LONG DON E/MARIE	4625 E CROCUS DR	PHOENIX	AZ	85032
ACERNO ANGELA	7625 E CAMELBACK RD #419B	SCOTTSDALE	AZ	85251
BLAIR SHIRLEY C TR	7625 E CAMELBACK RD #120B	SCOTTSDALE	AZ	85251
GARRISON MARGARET C TR	7625 E CAMELBACK RD #220B	SCOTTSDALE	AZ	852510000
DAUPARAS SONJA	7625 E CAMELBACK RD #320B	SCOTTSDALE	AZ	85251

WAGNER EVELYN R	7625 E CAMELBACK RD #420B	SCOTTSDALE	AZ	85251
WILLIAMS PAUL D/ BARBARA J	1144 MARAPAI RD	PRESCOTT	AZ	85303
DAUPARAS JOSEPH/SONJA	7625 E CAMELBACK RD #221B	SCOTTSDALE	AZ	85251
EVANS WILLIAM S/GLORIA P	RD 2 BOX 334	NORTH FAYETTE CITY	PA	15438
PETERSON ANNA K	7625 E CAMELBACK RD #314B18	SCOTTSDALE	AZ	85251
TEMPLE NANCY G	7625 E CAMELBACK RD #414B	SCOTTSDALE	AZ	85251
STENGER WILLIAM L TR	7625 E CAMELBACK RD #432A	SCOTTSDALE	AZ	852510000
MILTON JOSEPH/KATHRYN N	11078 B SHARP AVE	MISSION HILLS	CA	91345
EGAN DENIS W/SIGRID G	7625 E CAMELBACK RD #315B	SCOTTSDALE	AZ	85251
BELT JOHN C/ALLYSON	7625 E CAMELBACK RD #116B	SCOTTSDALE	AZ	85251
CORYELL RUTH R	7625 E CAMELBACK RD #216B	SCOTTSDALE	AZ	85251
DAUPARAS JOSEPH S/SONJA	8347 S KEELER	CHICAGO	IL	606523125
HAHNE FRANCES V	7625 E CAMELBACK RD #107B	SCOTTSDALE	AZ	85251
FLAHIFF GARY E	7625 E CAMELBACK RD #207B	SCOTTSDALE	AZ	85251
SIMPSON WALLACE A/ROSE G	7625 E CAMELBACK RD #307B	SCOTTSDALE	AZ	85251
WATKINS FAMILY TRUST	32 ROLLINGWOOD DR	ROLLING HILLS ESTATE	CA	902740000
BLACKBURN GERALD S/NORA L	7625 E CAMELBACK RD #208B	SCOTTSDALE	AZ	85251
TEADERMAN DONNA N TR	7706 E IST AVE	SCOTTSDALE	AZ	852514602
WEBER ROBERT	7625 E CAMELBACK RD #110B	SCOTTSDALE	AZ	852510000
BOYD A M DIANNA	7825 E CAMELBACK UNIT B310	SCOTTSDALE	AZ	85251
DAVIS DOUGLAS GLENN	7625 E CAMELBACK RD #101B	SCOTTSDALE	AZ	85251
VALLAR MARGARET M	7625 E CAMELBACK RD #201-B	SCOTTSDALE	AZ	85251
STANELLE JOHN J	7625 E CAMELBACK RD #202B	SCOTTSDALE	AZ	85251
HUMPHREYS ELTON R/HARTMANN KATHLEEN M	7625 E CAMELBACK RD #231B	SCOTTSDALE	AZ	85251
HURWITZ GITA	7625 E CAMELBACK RD #331B	SCOTTSDALE	AZ	852516898
RECKARD DAVID D	2439 E INGLEWOOD	MESA	AZ	85213
ZARAKAS S E	7625 E CAMELBACK RD #123B	SCOTTSDALE	AZ	85851
LANGEVIN ARTHUR J/MARGALIDA O	7625 E CAMELBACK RD #223 B	SCOTTSDALE	AZ	85251
STRAINIS FRANK W/SUSAN M	125 RAVINE AVE	LAKE BLUFF	IL	60044
KAROL HELEN ANN	3915 HECKTOWN RD	BETHLEHEM	PA	180207503
KOCH CARLETON L/MARGARET A	7625 E CAMELBACK RD #224B	SCOTTSDALE	AZ	85251
WEBER ARDATH I/GILDERSLEEVE ALTA J	7625 E CAMELBACK RD #125-B	SCOTTSDALE	AZ	85251
GRASIS VALIDA/TUMAN WALTER V	7625 E CAMELBACK RD #325B	SCOTTSDALE	AZ	85251
HORVATH LISE	5702 E EVERETT DR	SCOTTSDALE	AZ	85254
FIFFER PAUL/FRIEDA TR	7625 E CAMELBACK RD #227B	SCOTTSDALE	AZ	85251
LIEHR PATRICIA MAUD	7625 E CAMELBACK RD #128B	SCOTTSDALE	AZ	85251
ENDRICH INC	11429 N BANCROFT DR	PHOENIX	AZ	85028
BIERLY JAMES C TR	7171 ADA RD	HARROD	OH	45850
KING JUDY J	7625 E CAMELBACK RD #117B	SCOTTSDALE	AZ	85251
ANDERSON JAMES D/CORRINE A	7770 E CAMELBACK RD UNIT 14	SCOTTSDALE	AZ	85251
SHIRVANI GRISH	3440 EMERALD ISLE DR	GLENDALE	CA	92106
STEELE NAOMI RUTH	7625 E CAMELBACK RD #219B	SCOTTSDALE	AZ	85251
WILBANKS HEIDRUN H	7625 E CAMELBACK RD #220A	SCOTTSDALE	AZ	85251
SHIRRAN RONALD L/DARLENE R	7625 E CAMELBACK RD #420A	SCOTTSDALE	AZ	85251
COOK JAMES S TR	7625 E CAMELBACK RD #221A	SCOTTSDALE	AZ	85251
ULLEY DARRIN	7625 E CAMELBACK RD #321A	SCOTTSDALE	AZ	85251
PETHIGAL JOHN R	17200 NEW HOPE NO 201A	FOUNTAIN VALLEY	CA	92708
WAMPOLD THOMAS	207 E EDGAR	SEATTLE	WA	98102
HAIG MARGARET E	7675 E CAMELBACK RD 207A	SCOTTSDALE	AZ	85251
ZERMUHLEN NINA M ETAL	7625 E CAMELBACK RD #105A	SCOTTSDALE	AZ	85251
OROZCO GLADYS R TR	1204 KARLOVY	PALM BAY	FL	32907
TEBELMAN RITA/GOLLBACH HILDA	7625 E CAMELBACK RD #209A	SCOTTSDALE	AZ	85251
COLEMAN K FRED/JUDITH A	7625 E CAMELBACK RD #210A	SCOTTSDALE	AZ	85251
WILBANKS HEIDRUN H	7625 E CAMELBACK RD #111A	SCOTTSDALE	AZ	85251
GARIBALDI SHERRY M	7625 E CAMELBACK RD #A211	SCOTTSDALE	AZ	85251
KAISER CATHERINE	7625 E CAMELBACK RD #411A	SCOTTSDALE	AZ	85251
JENKINS KEVIN N	7625 E CAMELBACK RD #203B	SCOTTSDALE	AZ	85251
HAAG NORMAN H & KATHLEEN R	7625 E CAMELBACK RD #104B	SCOTTSDALE	AZ	85251
LUXENBERG REVA	7625 E CAMELBACK RD #105B	SCOTTSDALE	AZ	85251
DREVAR EDWARD W/ISABEL PADILLA	7625 E CAMELBACK RD #295B	SCOTTSDALE	AZ	85251
CANNON JOANNE C	7910 E BONITA DR	SCOTTSDALE	AZ	85250
HUGHES JEROME M/AUDREY M	7625 E CAMELBACK RD #246B	SCOTTSDALE	AZ	85251
PRUSS LORETTA E	PO BOX 896	SCOTTSDALE	AZ	85252
KAISER JOEL	7625 E CAMELBACK RD #124A	SCOTTSDALE	AZ	85251
BOSTROM RICHARD/PATRICIA L TR	831 COLE RD	MONROE	MI	48162
SHERMAN JOSEPH D	3759 E SURREY AVE	PHOENIX	AZ	85032
COOK JAMES S/THERESA M	7625 E CAMELBACK RD #325A	SCOTTSDALE	AZ	852510000
WIEGARD WILLIAM B/PATRICIA J	7625 E CAMELBACK RD #126A	SCOTTSDALE	AZ	85251
PETHIGAL JOHN R	7625 E CAMELBACK RD #226A	SCOTTSDALE	AZ	85251

HUBER MARION A	7625 E CAMELBACK RD #326A	SCOTTSDALE	AZ	85251
WOODCOCK LARRY A/CAROL L	HC 20 BOX 8	PEARCE	AZ	85625
HOFFMAN ROGER A/LENORA A	7625 E CAMELBACK RD #A228	SCOTTSDALE	AZ	85251
FRADELLA LENA(LIFE ESTATE)	7736 E HARVARD ST	SCOTTSDALE	AZ	852571617
HANNON VIVIAN ALICE TR	7625 E CAMELBACK RD #A230	SCOTTSDALE	AZ	85251
WHEELER E JOANN	135 NANTUCKET COVE	SAN RAFAEL	CA	94901
JENNINGS JOYCE J	7625 E CAMELBACK RD #A231	SCOTTSDALE	AZ	85251
THOMPSON GEORGE	7625 E CAMELBACK RD #431A	SCOTTSDALE	AZ	85251
BROOKS NED N / MILDRED I	7625 E CAMELBACK RD #132A	SCOTTSDALE	AZ	852510000
DORSEY JAMES RICHARD & JEANNINE JOSEPHIN J & G INVESTMENTS	7625 E CAMELBACK RD #332A	SCOTTSDALE	AZ	85251
KAISER FRANCIS T	111 LONGVIEW	WHITE ROCK	NM	87544
STRUCKMAN ROBERT M	1904 PARKNOLL LN	PORT WASHINGTON	WI	530740000
GANTOS RICHARD L & DAVID T	7625 E CAMELBACK RD #221B	SCOTTSDALE	AZ	85251
EDWARDS JAMES R JR	1105 SANTA BARBARA SE	GRAND RAPIDS	MI	49506
MONDRY HOWARD/ALICE J	7625 E CAMELBACK RD #434A	SCOTTSDALE	AZ	85251
CAMPONOVO PATRICIA M	5888 BRENT AVE UNIT 212	INVERGROVE HEIGHTS	MN	550761591
RITCHIE JOHN G	6402 N 82ND WAY	SCOTTSDALE	AZ	85250
JONES VERNON J	10764 SAND POINT WAY NE	SEATTLE	WA	981256926
SCOTT LEO D/LORRANIE A TR	7625 E CAMELBACK RD #436A	SCOTTSDALE	AZ	85251
WEINGARTZ FRANCIS J/MILDRED M	1841 MEADOWRIDGE	PRESCOTT	AZ	86301
STEKETEE HOLDINGS LP	7625 E CAMELBACK RD #337A	SCOTTSDALE	AZ	85251
CUNNINGHAM RUTH J	7843 E PLAZA	SCOTTSDALE	AZ	85250
GALATA JO ANN TR	7625 E CAMELBACK RD #139A	SCOTTSDALE	AZ	852510000
BOCK RICHARD GEORGE	7625 E CAMELBACK RD #A239	SCOTTSDALE	AZ	85251
FOLEY JAMES T TR/MARYANNA T	P O BOX 1500 STAR RT 2	CAVE CREEK	AZ	85331
METAL INVESTMENTS LLC	7925 E BONITA DR	SCOTTSDALE	AZ	85250
GEORGE FRANCES E	7552 E CAMELBACK RD	SCOTTSDALE	AZ	85251
BROADLEY MINDY D TR	7548 E CAMELBACK RD	SCOTTSDALE	AZ	85251
PACULT LAUREL J	8210 E DEL CADENA	SCOTTSDALE	AZ	85285
MARTINGILIO ANTHONY/KAREN	7530 E CAMELBACK RD	SCOTTSDALE	AZ	85251
WILKINSON JOHN R/KAREN K	7375 E STETSON DR #102	SCOTTSDALE	AZ	852510000
PISANO NINA F	785 PINE LN	SAN RAFAEL	CA	94903
DREHS JAMES W & LU B	7625 E CAMELBACK RD #440A	SCOTTSDALE	AZ	85251
KOPF PERRY W/WHEELER E JOANN	395 N 14TH ST	SAN JOSE	CA	951120000
ZISU ALEXANDER/MALKA	135 NANTUCKET COVE	SAN RAFAEL	CA	94901
KRUSZYNA ROSE	152 LOCUST AVE	CORTLANDT MANOR	NY	10566
ABBOTT DAND G	7625 E CAMELBACK RD #342A	SCOTTSDALE	AZ	852510000
PACE NANCY	7625 E CAMELBACK RD #442A	SCOTTSDALE	AZ	85254
TRIEGLAFF BYRON W & RUTH E	7625 E CAMELBACK RD #243A	SCOTTSDALE	AZ	85251
MONDRY JOSEPH M	7625 E CAMELBACK RD #343A	SCOTTSDALE	AZ	85251
MOLINARI ROSEMARIE P	3001-G JUNIPER LN	WOODBURY	MN	55125
ZAHIRI AHMAN/MAHVASH	7625 E CAMELBACK RD #344A	SCOTTSDALE	AZ	852510000
ELOWITZ JERROLD/ GERRY ANN	3911 N SCOTTSDALE RD	SCOTTSDALE	AZ	85251
LOOS PAUL J JR & WINIFRED T	53285 AVENIDA VILLA	LA QUINTA	CA	92253
JAFFEE JAMES C SR/STEPHANIE S	1312 AVE K	STERLING	IL	61081
LUCIANO ANNE BELLEZZA	3 POWELL ST	FARMINGDALE	NY	11735
AMES CONSTRUCTION INC	8625 E CAMELBACK RD	SCOTTSDALE	AZ	85251
MARSHALL WILLIAM P & VIRGINIA G	14420 COUNTY RD 5	BURNSVILLE	MN	553370000
BROWNELL MARY/PANYKO MARGARET	7625 E CAMELBACK RD #149A	SCOTTSDALE	AZ	85251
GAMSON W HENRY/ROSE N	7625 E CAMELBACK RD #150A	SCOTTSDALE	AZ	852510000
RAGAN WILLIAM T/CYNTHIA L	7625 E CAMELBACK RD #151A	SCOTTSDALE	AZ	85251
LEE GEORGE THOMAS/RAIMONDI RENEE MARIA	3310 AIRFIELD AVE	KINGMAN	AZ	86401
RUDNER BARBARA/LATZKE PHYLLIS	7625 E CAMELBACK RD #152A	SCOTTSDALE	AZ	85251
BARCZAK DAVID J	7625 E CAMELBACK RD #313A	SCOTTSDALE	AZ	85251
HARRIS MAVIS M TR	6730 E MCDOWELL RD 122	SCOTTSDALE	AZ	85257
PETSCHAUER ERWIN/ROBYN	7625 E CAMELBACK RD #114A	SCOTTSDALE	AZ	85251
WINTERS HEATHER J	4232 COMMONWEALTH AVE	LA CANADA	CA	91011
HELEN AND COLLIER JOHNSON FAMILY TRUST	7241 E VIRGINIA	SCOTTSDALE	AZ	85257
SHRINER JO ANNE	7324 E SAN MIGUEL	SCOTTSDALE	AZ	852530000
BRAUN DOROTHY G TR	7625 E CAMELBACK RD #416A	SCOTTSDALE	AZ	85252
CRILLEY DAVID J/CHARLENE D	7551 E THOMPSON PEAK PKWY	SCOTTSDALE	AZ	85255
FANGMAN JAMES R	34100 MONROE RD NO 480	STOUTSVILLE	MO	652832046
MCELHINEY JAMES R/IDA J TR	309 SHORE CLUB DR	ST CLAIRE SHORES	MI	48080
ALFIERI DAVID R	7625 E CAMELBACK RD #219A	SCOTTSDALE	AZ	85251
DYE JAMES E/STEVEER DONA K TR/FRANCH A V/ETAI	2629 N MCALLISTER AVE	TEMPE	AZ	85281
MARTIN ARTHUR E TR	5784 RUSTIC KNOLLS	BOULDER	CO	80303
BFS RETAIL & COMMERCIAL OPERATIONS LLC	7625 E CAMELBACK RD #120A	SCOTTSDALE	AZ	85251
CAMPBELL JUANITA JO/FIRST INTRSTATE BANK CO-T	333 E LAKE ST	BLOOMINGDALE	IL	60108
	8601 N SCOTTSDALE RD STE 100	SCOTTSDALE	AZ	85253

MATTHEWS JEFFREY J	7634 N VIA ELEMENTAL B149	SCOTTSDALE	AZ	85251
OVERDORF JEFFREY J	7625 E CAMELBACK RD #151B	SCOTTSDALE	AZ	852512133
ANDERSON WADDY M JR	P O BOX 8782 STATION A	GREENVILLE	SC	92604
FARLOW MILDRED M TR	7625 E CAMELBACK RD #152B	SCOTTSDALE	AZ	85251
MAY MARY P TR	7625 E CAMELBACK RD #143B	PHOENIX	AZ	85251
KENNEY THOMAS J/JUDITH S M TR	7912 E BONNIE ROSE AVE	SCOTTSDALE	AZ	852507624
OVERDORF GENE/JEANE	12433 BROMPTON RD	CARMEL	IN	46035
CARSON DONALD C/ LANA/ GIANNIS DONNA C	6445 E CALLE DEL MEDIA	SCOTTSDALE	AZ	852513149
CUSACK JOSEPH A/DIANE D	5744 E OAK ST	SCOTTSDALE	AZ	85257
Korf Michelle	4248 N Craftsman Ct	SCOTTSDALE	AZ	85251

**Preliminary Report:
Results of Phase II Archaeological Investigations for DM 19, LLC
at AZ U:1:433(ASM), Scottsdale, Maricopa County, Arizona**

Prepared for:

DM 19, LLC
4222 East Camelback Road H-100
Phoenix, AZ 85018

Prepared by:

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L O G A N S I M P S O N

51 West Third Street, Suite 450
Tempe, AZ 85281

June 27, 2017
Submittal 2

Technical Report No. 165088e

ABSTRACT AND MANAGEMENT SUMMARY

Report Title	Preliminary Report: Results of Phase II Archaeological Investigations for DM 19, LLC at AZ U:1:433(ASM), Scottsdale, Maricopa County, Arizona
Project Sponsor	DM 19, LLC
Land Status	Private
Report Date	June 27, 2017 Submittal 2
Agency Legal Nexus	City of Scottsdale (COS) Revised Code §46-134; A.R.S. §41-865
Logan Simpson Project No.	165088
Dates of Fieldwork	April 17–24, 2017
Site Number	AZ U:1:433(ASM)
Number of Sites	1
Eligibility Status	Recommended eligible
Disposition of Materials	All project-related notes, records, photographs, artifacts, and samples collected or produced during Phase II data recovery will be curated at the ASU's School for Human Evolution and Social Change/Archaeological Research Institute (SHESC/ARI) Center for Archaeology and Society repository, located at 734 W. Alameda, Suite 120, Tempe, Arizona.
Project Location	Phase II data recovery was conducted within the DM 19, LLC property located northeast of the intersection of Pima and Cave Creek roads in north Scottsdale, Maricopa County, Arizona within portions of the NW¼, SE¼, NW¼ of Section 31, T6N, R5E, Gila and Salt River Baseline and Meridian (USGS 7.5' Quadrangle Cave Creek, Ariz., 2007).
UTM	NAD83 Zone 12, 418030E 3743019N
Project Description	Logan Simpson completed Phase II archaeological data recovery at the request of DM 19, LLC to recover significant archaeological values associated with AZ U:1:433(ASM) in compliance with COS Revised Code §46-134 and with A.R.S. §41-865. The site was previously recommended eligible for the National Register of Historic Places under Criterion D (Bustoz 2016). Phase II field work was conducted April 17–24, 2017.

The site is on private land situated within a proposed 91-acre parcel designated for housing in north Scottsdale. Archaeological investigations at AZ U:1:433(ASM) were completed to address the historic context *Prehistoric Resource Exploitation of the North Scottsdale Uplands, A.D. 1050 to A.D. 1350* using field methods described in the approved Treatment Plan (Hackbarth 2017). All field work was completed as described in the approved Treatment Plan. Mechanical excavation was used to search for subsurface features and hand excavation was used to excavate test units in Feature 1, a midden; additional portions of the midden exposed by mechanical and hand excavations were excavated by hand and screened through ¼-inch wire mesh.

Logan Simpson collected prehistoric artifacts of ceramics, flaked stone, ground stone, shell, faunal bone, mineral samples, and tabular tools; in addition,

radiocarbon, pollen and flotation samples were recovered. Human remains were found associated with Feature 1, immediately above Feature 1.01, a possible erosion channel. The discovery of human remains was reported to the Salt River Pima-Maricopa Indian Community (SRPMIC) and Arizona State Museum (ASM) after the bone was recognized in the laboratory; ASM indicated no Burial Agreement was needed so long as no further field work is conducted (Todd Pitezal [ASM] to Mark Hackbarth [Logan Simpson] email dated April 24, 2017). The coordinator of cultural resources division at SRPMIC requested the human bone remain in Logan Simpson's secure storage facility.

Preliminary results of data recovery at AZ U:1:433(ASM) indicate the midden has temporally diagnostic flaked stone and ceramic artifacts. In addition, other artifact classes were recovered from the midden that will be used to address research questions pertinent to the historic context investigated for the site. More than 16 m² of the midden was excavated by hand, leaving less than 6 m² of the feature as an undisturbed "witness balk" (an unexcavated portion of the site left as evidence of stratigraphy); an estimated 100 m² of the general site area was excavated by machine to search for additional subsurface features. No additional features are anticipated in the portion of the site that remains as an unexcavated witness balk.

Archaeological Methods

Mechanical and hand excavations

Summary and Recommendations

Phase II archaeological data recovery was completed at AZ U:1:433(ASM) using methods described in the approved Treatment Plan. Mechanical and hand excavations explored Feature 1, a prehistoric midden and searched the adjoining landscape for additional features. Soil samples, artifacts and one isolated bone (human) were collected and are currently being analyzed.

Logan Simpson recommends that adequate archaeological materials and samples have been recovered from AZ U:1:433(ASM) to address the research questions posed in the approved Treatment Plan. No additional field work is recommended. Logan Simpson recommends the laboratory analyses and preparation of a final technical report be completed. Logan Simpson recommends the laboratory analyses and preparation of a final technical report be completed. Therefore, the current Phase II data recovery project's excavation and artifact/sample analyses will exhaust the site's information potential.

If previously unrecorded cultural resources are encountered during ground-disturbing activities, these activities must be discontinued in the immediate vicinity of the discovery, and work should not resume until the City of Scottsdale Historic Preservation Department (Steve Venker [480] 312-2831) has been notified and allowed time to properly address the nature and significance of the discovery.

If human remains, funerary objects, or intentionally buried animals are discovered during grading or other construction-related ground disturbing activity, all work must stop in the vicinity of the discovery and the Arizona State Museum (Dr. Todd Pitezal, [520] 621-4795) shall be notified pursuant to A.R.S. §41-865. Work must not resume in that area until authorization is received from Arizona State Museum.

Logan Simpson recommends the proposed Desert Mountain Parcel 19 project has complied with the existing COS regulations concerning cultural resources and recommends approval of a Certificate of Appropriateness.

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INTRODUCTION

Logan Simpson completed Phase II archaeological data recovery at the request of DM 19, LLC to recover significant archaeological values associated with AZ U:1:433(ASM) in compliance with City of Scottsdale (COS) Revised Code §46-134 and A.R.S. §41-865. The project area is located on private land, and as such, no Arizona Antiquities Act project-specific permit was required to conduct Phase II data recovery. A burial agreement was not requested because of the site's small size and unlikely possibility for human remains; after human remains were found ASM indicated no Burial Agreement was needed so long as no further field work is conducted (Todd Pitezal [ASM] to Mark Hackbarth [Logan Simpson] email dated April 24, 2017). The field work was anticipated as disturbing less than 0.1 of an acre; therefore, a SWPPP was not needed, but a Maricopa County Air Quality Department (MCAQD) permit was procured (Permit No. E162886) and dust control efforts and stormwater pollution prevention measures were deployed and records kept complying with Maricopa County's Rule 310.

The site was previously tested and recommended eligible for the National Register of Historic Places (NRHP) (Criterion D, information potential) (Bustoz 2016). Phase II archaeological investigations at AZ U:1:433(ASM) were completed to address the historic context *Prehistoric Resource Exploitation of the North Scottsdale Uplands, A.D. 1050 to A.D. 1350* using field methods described in the approved Treatment Plan (Hackbarth 2017). Phase II data recovery field work was conducted April 17–24, 2017 and all field work was completed as described in the approved Treatment Plan. Mechanical excavation was used to search for subsurface features and hand excavation was used to excavate test units in Feature 1, a midden; additional portions of the midden exposed by mechanical excavations were excavated by hand.

The project area is situated within a proposed 91-acre parcel designated for housing in north Scottsdale, along the western edge of the Desert Mountain Golf Course (Figure 1). The DM 19, LLC property is located northeast of the intersection of Pima and Cave Creek roads in Scottsdale, Maricopa County, Arizona within portions of the NW¼, SE¼, NW¼ of Section 31, T6N, R5E, Gila and Salt River Baseline and Meridian (USGS 7.5' Quadrangle Cave Creek, Ariz., 2007) (Figure 2).

Logan Simpson collected prehistoric artifacts of ceramics, flaked stone, ground stone, shell, faunal bone, mineral samples, and tabular tools; in addition, radiocarbon, pollen and flotation samples were recovered. Human remains were found associated with Feature 1, immediately above Feature 1.01 (a possible erosion channel). Preliminary results of the data recovery excavations at AZ U:1:433(ASM) indicate the midden has significant numbers of temporally diagnostic flaked-stone tools (projectile points) and ceramic artifacts (red ware, black-on-white). In conjunction with these diagnostic artifacts and samples, other artifact classes recovered from the midden will be used to address research questions pertinent to the historic context investigated for the site. Following completion of field work, some of the collected bone was recognized in the laboratory as human remains. The discovery of human remains was reported to the Salt River Pima-Maricopa Indian Community (SRPMIC) and Arizona State Museum (ASM); ASM indicated no Burial Agreement was needed so long as no further field work is conducted (Todd Pitezal [ASM] to Mark Hackbarth [Logan Simpson] email dated April 24, 2017). The coordinator of cultural resources division at SRPMIC requested the human bone remain in Logan Simpson's secure storage facility until repatriation is complete.

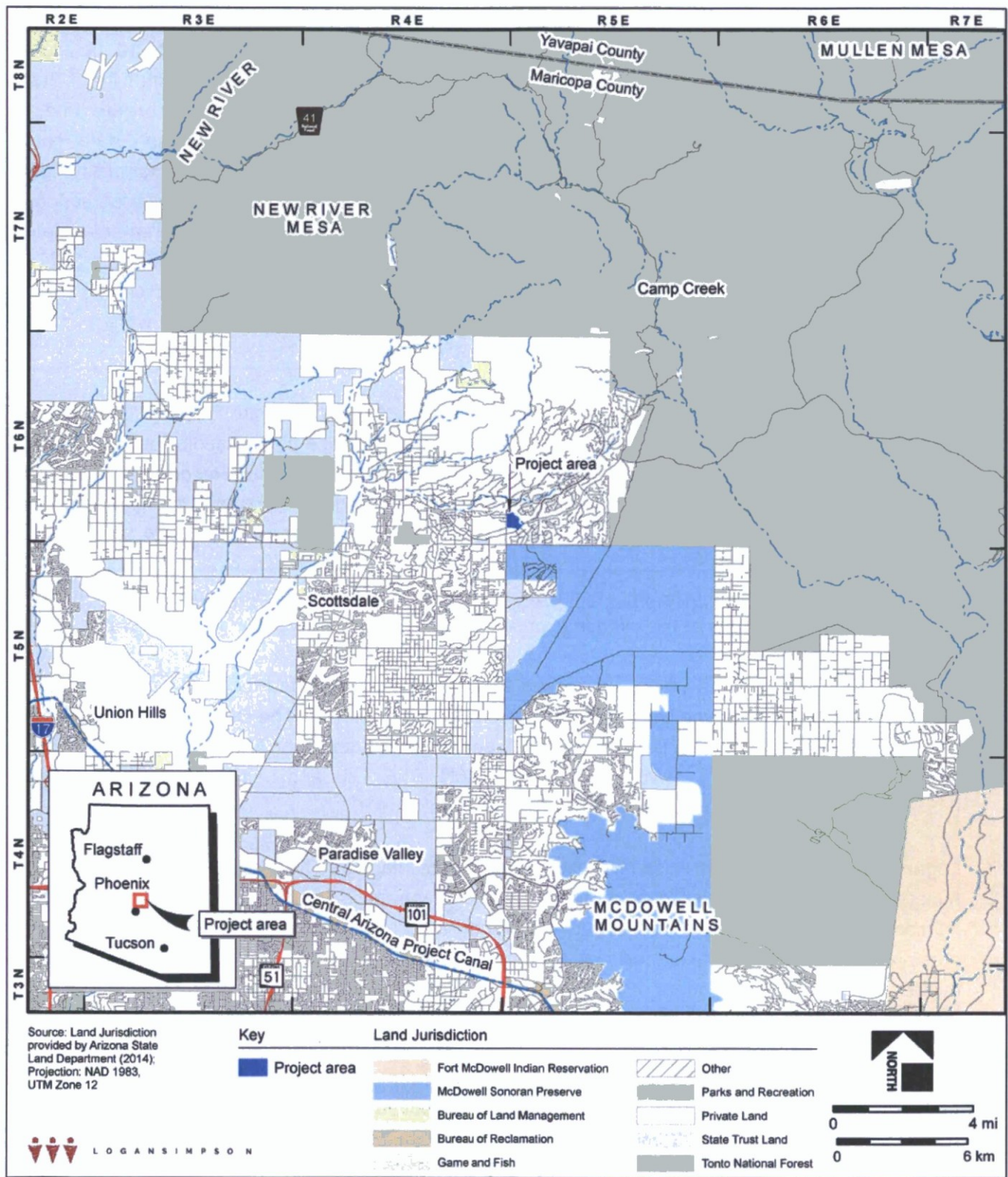


Figure 1. Project area location.

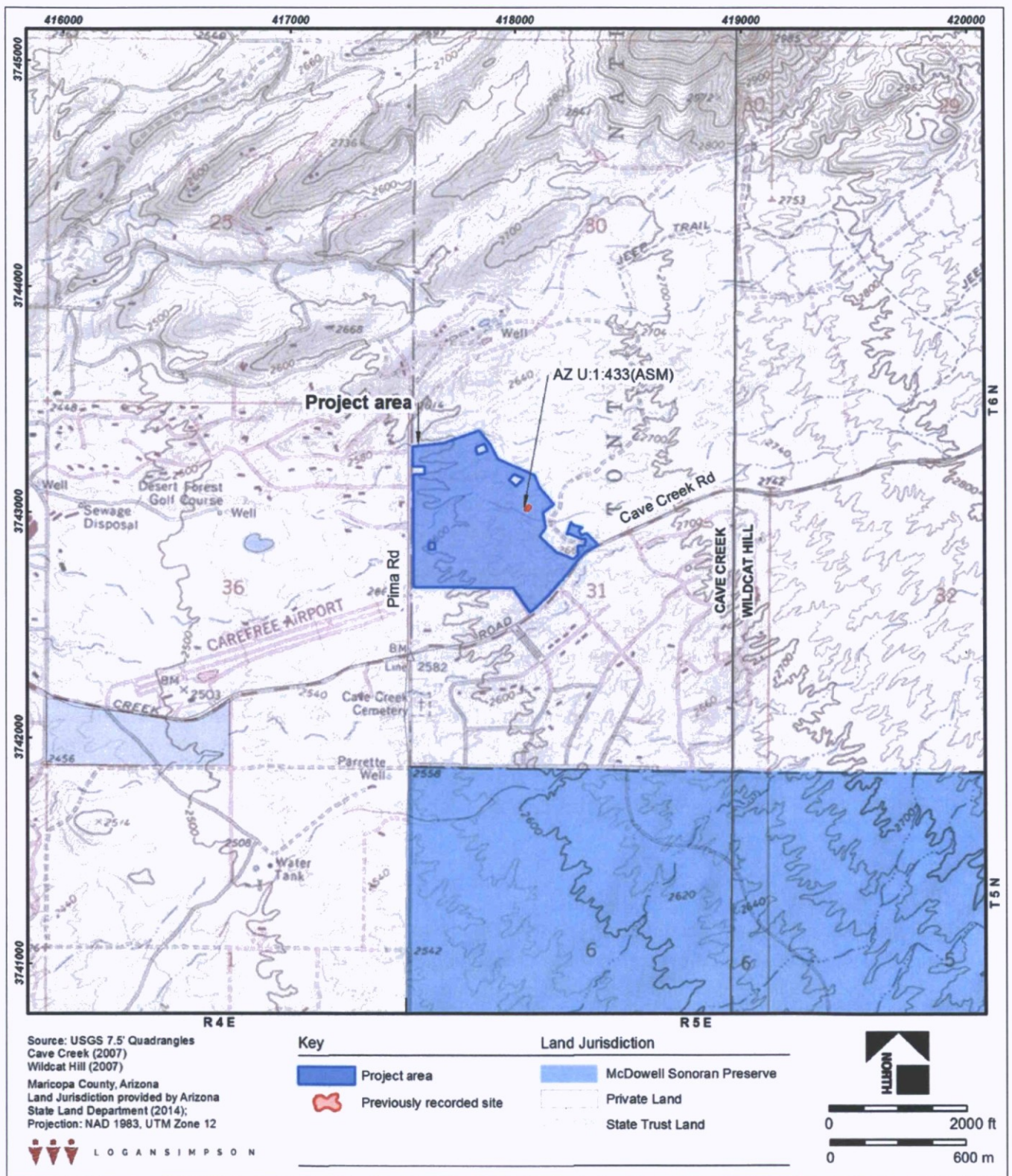


Figure 2. Location of DM 19, LLC property, AZ U:1:433(ASM), and land jurisdiction.

All project-related notes, records, photographs, artifacts, and samples collected or produced during Phase II data recovery will be curated at ASU's School for Human Evolution and Social Change/Archaeological Research Institute (SHESC/ARI) Center for Archaeology and Society repository, located at 734 W. Alameda, Suite 120, Tempe, Arizona. More than 16 m² of the midden was excavated by hand, leaving less than 6 m² of the feature as an undisturbed "witness balk" (an unexcavated portion of site left as evidence of stratigraphy); an estimated 100 m² of the general site area was excavated by machine to search for additional subsurface features. No additional features are anticipated in the portion of the site remaining as an unexcavated witness balk. Therefore, Logan Simpson recommends excavation and artifact/sample analyses will exhaust the site's information potential.

PHYSICAL SETTING

The DM 19, LLC project area is situated at an approximate elevation of 2,640 ft above mean sea level within the Basin and Range Physiographic Province, which is characterized by low desert surrounded by fault-block mountain ranges (Chronic 1983). The region is part of the Lower Colorado River Valley subdivision of the Sonoran Desert scrub biotic community (Turner and Brown 1994), which has high temperatures and generally low precipitation. The vegetation in the area includes yucca, palo verde trees, mesquite trees, saguaro, ocotillo, and cholla (Photograph 1). The site is situated north of the braided Galloway Wash channel (Figure 3).

Topographic features surrounding the project area include Lone Mountain approximately 1.5 miles to the northeast and Black Mountain approximately 3 miles to the southwest. The local geology consists of pre-Cambrian granite, metasedimentary rocks and Cenozoic alluvial deposits. The modern surface is a bajada composed of silt and decomposed granite. The braided channel of Galloway Wash has evidence of recent, actively down-cutting erosion. A narrow wash channel along the north side of the site is either a former braided element of Galloway Wash or a side channel that collected water from a low ridge located 50 m north of the site. Recent blading has partially filled the wash channel along the northeast side of the site.

CULTURE HISTORY

The earliest confirmed occupations in the Southwest during the Paleoindian period date from approximately 9500–8500 B.C., but very few archaeological materials from this period have been detected in the Phoenix Basin, which implies intermittent and brief occupations. Recovered artifacts mostly consists of isolated surface finds of Clovis points (Crownover 1994; Huckell 1982; North et al. 2004, 2005) and a few buried megafaunal kill sites in alluvial contexts with associated lithic assemblages (Gaines et al. 2009; Haury et al. 1994; Haynes 1980, 2011). Based on these scant data, the Paleoindian period in the region appears to be characterized by dispersed mobile groups that primarily hunted now-extinct megafauna and possibly supplemented their diet with collected wild plants (Waters 1986). Likely most Paleoindian-period materials are either buried beneath substantial Holocene alluvial deposits or have been destroyed as a result of millennia of consistent erosion.



Photograph 1. AZ U:1:433(ASM), pre-excavation, view to north.

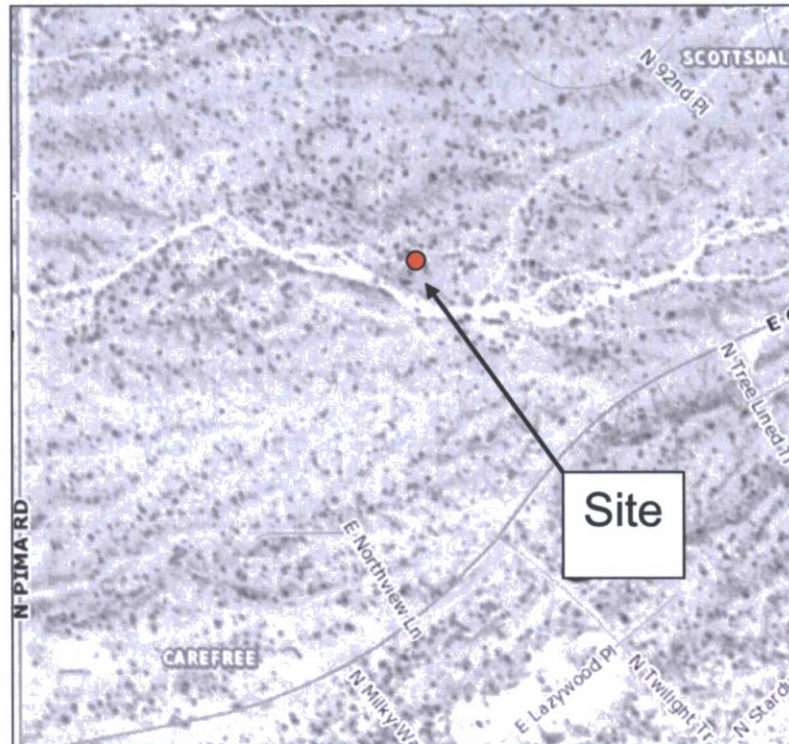


Figure 3. 1976 aerial of site location north of the braided Galloway Wash (source: Maricopa County Flood Control District)

A period of climatic amelioration set in around 8500 B.C., triggering substantial changes in subsistence practices. This period (8500 B.C.–A.D. 1), known as the Southwestern Archaic, is characterized by small, mobile groups that exploited a variety of plant resources and hunted medium-sized to small game. This subsistence pattern persisted through the Early Archaic (8500–5000 B.C.) and Middle Archaic (5000–1500 B.C.) periods. The Archaic period is largely characterized by a trend of cyclical migratory patterns that allowed mobile groups to procure plant and animal resources that were available in various upland and lowland environmental settings at different times of the year. An Early Archaic habitation, including two non-contemporaneous pit structures and several pits, was recently identified in the western Phoenix Basin near the confluence of the Salt, Gila, and Agua Fria rivers (Graves et al. 2009). This site has provided the only solid evidence published to date for seasonal habitation during the Early Archaic period in the Phoenix Basin. Unfortunately, few artifacts were found in association with these features, which limited the project team's ability to interpret subsistence and land use patterns. Also, sites with extensive Early, Middle, and Late Archaic period components—including Middle and Late Archaic period residential features and thousands of extramural-pit features—were recently investigated along the Agua Fria River in the western Phoenix Basin (Hall and Wegener 2015).

The subsistence economy during the Early and Middle Archaic periods was predicated on hunting and plant-processing, especially in areas along primary or secondary drainages, which may have drawn these mobile groups to locations along floodplains that were suitable for the later development of agriculture (Roth and Freeman 2008). During the Late Archaic/Early Agricultural period (1500 B.C.–A.D. 1), mobile groups increasingly established occupations in locations that could sustain plant cultivation along those drainages. Late Archaic/Early Agricultural period groups residing in these areas practiced low-level maize horticulture and constructed substantial storage facilities, resulting in semi-sedentary settlements (Huckell 1995; Mabry 1998). Starting around 500 B.C., several large and seasonally occupied villages with communal structures and small irrigation networks were established along the Santa Cruz River floodplain in the Tucson Basin (Mabry 1998). These villages were supported by maize agriculture and collection of riparian resources, but seasonal exploitation of upland bajada resources persisted.

Few sites with Late Archaic/Early Agricultural period components have been documented in the Phoenix Basin. Moreover, those few sites produced little or no evidence for crop cultivation. Recent investigations at multiple sites with Late Archaic/Early Agricultural period components in the western Phoenix Basin produced no evidence for crop cultivation (Hall and Wegener 2015). Two recently investigated Late Archaic/Early Agricultural period sites along Queen Creek also produced no evidence for crop cultivation, although it is possible that groups in the Queen Creek area actively encouraged mesquite growth (Wegener and Ciolek-Torrello 2011). Based on this limited evidence, it appears that Late Archaic/Early Agricultural period inhabitants in the Phoenix Basin did not invest heavily in food production; rather, these groups appears to have maintained a mobile subsistence strategy focused on procurement of wild plant resources, such as cactus and mesquite.

The succeeding Early Formative period (A.D. 1–750) is characterized primarily by the introduction and early development of semi-sedentary agrarian villages and early ceramic container technologies (Garraty 2011; Lindeman and Wallace 2004). The Early Formative period can be considered a period of transition, during which the reliance on maize farming increased throughout southern and central Arizona (Mabry 2000). In specific areas—such as the Tucson Basin, where both Late Archaic/Early Agricultural and Early Formative villages have been recorded—settlement locations reflect a general continuity from the Late Archaic/Early Agricultural period settlement pattern. In the Phoenix Basin, however current understanding of the initial phase of the Early Formative period in the Salt-Gila River area (Red Mountain phase; A.D. 1–450) is limited to data derived from a few sites (Mabry 2000). The Red Mountain phase is evidenced by the site components at Pueblo Patricio (Cable and Doyel 1987; Henderson 1995), La Escuela Cuba (Hackbarth 1992), the Red Mountain Site (Morris 1969), Finch Camp along middle Queen Creek (Wegener and Ciolek-Torrello 2011), and various briefly occupied limited-activity sites (Hackbarth 1998; Kenny 1987; Phillips et al. 2001). The evidence from these sites suggests habitation in small hamlets composed of groups of pit houses, many of which included flexed inhumations beneath the house floors (Mabry 2000).

The latter half of the Early Formative encompasses the Vahki, Estrella, Sweetwater, and Snaketown phases, collectively defined as the Pioneer period (A.D. 450–750) (Gladwin et al. 1937; Haury 1976). The date range for these phases is based on limited excavation and artifact data and is best characterized as a continuation of the broad regional Early Formative period cultural development in the Phoenix Basin. Irrigation was developed in the Phoenix Basin by the Vahki phase (A.D. 450–650/700), which opened up farming opportunities on the terraces above the floodplain (Henderson 1989; Woodson 2010:13–14); however, some archaeologists have argued that irrigation canals were not constructed on the terraces before the Snaketown phase (Doyel 1993; Wilcox and Shenk 1977). These phases also witnessed the earliest painted pottery traditions, starting with a red ware tradition during the Vahki phase and development of the Hohokam Red-on-buff/gray tradition during the later Estrella, Sweetwater, and Snaketown phases. In addition, Abbott (2009:543, 546) has shown that a specialized craft production community located in the eastern South Mountain area began manufacturing and exporting plain ware jars on a large-scale to communities throughout the Phoenix Basin during the Vahki phase, which persisted through the end of the early Sacaton phase around A.D. 1020. Other characteristics of these phases include settlements with plaza-oriented layouts, the construction of square Type P-4 houses first identified at the village of Snaketown in the middle Gila River valley (Gladwin et al. 1937; Haury 1976:68; Wilcox et al. 1981), and a mortuary pattern that incorporated a combination of pit or trench cremations and flexed or semiflexed inhumations (Doyel 1991).

Recent assessments have suggested that the suite of cultural traits and developments that marked the beginnings of the regional Hohokam cultural tradition does not appear to have been fully crystallized until the Snaketown phase or possibly as late as the middle of the Gila Butte phase of the Colonial period around A.D. 750 (Dean 1991; Doyel 1991; Wallace et al. 1995; Wilcox 1979; Wilcox and Sternberg 1983). Elements of an integrated cultural tradition started as early as A.D. 700 during the Snaketown phase (Doyel 1991) or by the end of that phase (Wallace et al. 1995), although a much earlier origin beginning in the Vahki phase originally was proposed (Gladwin et al. 1937). These traits reflect the development of a widely

shared and integrated belief and ritual system and the inception of a regional interaction system, including widespread adoption of public architectural forms, such as ballcourts, and development of a mortuary cremation complex, large-scale irrigation agriculture, and naturalistic iconography.

During the Pre-Classic period (A.D. 750–1150), the Phoenix Basin was the primary hub of Hohokam regional development and expansion. The emerging Hohokam cultural pattern during the Snaketown phase of the Pioneer period was manifested by continued construction of canals (Wilcox and Shenk 1977) and urn burials (Haury 1976). Trash mounds first appeared during this span, and one at Snaketown was capped with caliche, possibly a precursor to the later platform mounds (Haury 1976). The earliest evidence of Hohokam occupation or interaction is first identified outside the Phoenix Basin during this span in locations such as the lower Verde River, Queen Creek area, San Pedro River valley, and Tucson Basin (Crown 1991). Dry-farming methods became common at sites in these peripheral areas (bajadas), which documents a trend of population growth and expansion.

The first half of the Pre-Classic, the Colonial period (A.D. 750–950), is characterized by the establishment of large villages throughout much of central and southern Arizona. Habitations typically consisted of courtyard groups, which generally include several houses surrounding on a common living or workspace (Howard 1985; Wilcox et al. 1981). Small hamlets and villages typically consisted of an informal arrangement of one or two courtyard groups, with associated trash mounds, cemetery areas, and roasting pits arrayed around the margins of courtyards. Larger villages are characterized by formal arrangements of courtyard groups surrounding one or more large plazas and communal cemeteries (Howard 1985; Wilcox and Sternberg 1983). The introduction of ballcourts in some larger villages by the early Colonial period (Gila Butte phase) indicates the beginnings of hierarchical site differentiation and intercommunity integration. Ballcourts increased in number, becoming the principal form of public architecture during the Colonial period.

The late Colonial period (Santa Cruz phase) and subsequent Sedentary period (also known as the Sacaton phase; A.D. 950–1150) were marked by substantial growth in the number and size of Hohokam settlements and an expansion of the many canal networks in the Phoenix Basin (Doyel 1991). Densely populated villages with Hohokam-style village layouts proliferated throughout much of present-day Arizona. By the Sedentary period, ballcourts were represented not only in the Phoenix Basin but throughout much of central and southern Arizona. The extensive ballcourt village system likely integrated large portions of Arizona into an exchange network that moved commodities between settlements and possibly served to diffuse intercommunity strife. The number of villages, hamlets, and farmsteads also increased along peripheral drainages, such as Queen Creek. Non-irrigation agricultural intensification and the extensive use of agricultural rock pile fields in upland and bajada locations for cultivation of xerophytic crops (agave and cholla) developed at least by the late Sedentary or early Classic periods (Fish et al. 1992; Masse 1991).

The Pre-Classic trend of increasing habitation size and outward expansion of Hohokam traits became untenable by the latter half of the Sedentary period (after ca. A.D. 1060). During the latter Sedentary period, the regional system of interconnected ballcourt villages collapsed (Abbott 2006). The collapse may have been prompted by a period of persistent agricultural shortfalls related to a multiyear episode of downcutting

and widening of the Salt and Gila rivers channels, causing unstable and unpredictable flow regimes for canal irrigation (Waters and Ravesloot 2001). Hence, the latter part of the Sacaton phase (ca. A.D. 1060–1150) appears to have been a time of economic and demographic disruption, leading to widespread migration and reorganization. Warfare or low-level conflict and associated dislocations have been posited as a contributing cause of the collapse of the ballcourt system (Rice and LeBlanc 2001). Other possible problems contributing to the system collapse is heavy flooding and arroyo-cutting resulting in reduced access to resources, as reported at various sites in the Tucson Basin during the Sedentary period (Doelle and Wallace 1986) and along Cave Creek during the late Sedentary and early Classic period (Phillips 1998; Schaafsma and Briggs 2007).

By the beginning of the early Classic period (Soho phase; A.D. 1150–1300), change in the structure of Hohokam communities is evidenced by a shift in burial practices from cremations to inhumations, a more localized exchange network (Abbott 2000), and the development of new domestic and public architectural forms, including post-reinforced and adobe-walled structures and walled compounds (Bayman 2001; Crown 1991). Construction of large platform mounds in the more prominent villages started during the late Sedentary period. Platform mounds represented an important public component of a new community organization pattern manifested not only in the Phoenix Basin but in other settlements over a much wider region, including the Tonto and Tucson basins and lower San Pedro River valley. The platform mound apparently evolved in function from an initial nonresidential, special-purpose facility to a residence used by a specific residential group (Gregory 1991). A study of the Pueblo Grande platform mound in Phoenix challenged the idea that the late Classic period (Civano phase; A.D. 1300–1450) platform mounds provided full-time residences for elite households, and it further supports the proposition that power was diffuse and non-centralized (Downum and Bostwick 2003).

A hierarchy of settlement types emerged in conjunction with the Classic-period community restructuring. These included villages with only one or a few walled residential compounds; villages with one or more platform mound compounds as well as other compounds; and large settlements, such as Casa Grande with a platform mound, numerous compounds, and a Great House (Wilcox 1991). These various Classic period settlements that formed the site hierarchy comprised distinct and socially integrated canal communities: sociopolitical organizations consisting of a number of integrated villages that included one or more platform mound villages serving as administrative centers and distributed along a single canal or canal system (Abbott 2000; Howard 1987).

The decline of buff wares and replacement with polychromes in the later phase may represent a change in religious belief systems (Crown 1994). People throughout much of central and southern Arizona may have very deliberately procured and used Roosevelt Red Ware as a means of expressing a tangible symbolic affiliation and association with a new and growing religious or ritual tradition. Crown (1994) makes a credible argument that Roosevelt Red Ware pottery and the motifs depicted in them expressed specific religious ideas and concepts, thus communicating the pottery users' participation in a regional movement, which she labeled the "Southwestern Cult." Deteriorating social or environmental conditions during the late Soho phase or Civano phase could have stimulated involvement in a cult and religious movement (Abbott 2000:202–206; Crown 1994). The pan-regional "Southwestern Cult" functioned partially to mediate

human relationships with the natural and supernatural realms (Crown 1994). This widespread belief system helped integrate migrant communities and facilitate aggregation of previously unaffiliated families and groups. Cult beliefs were partly expressed through painted designs on the elaborate polychrome serving vessels. Roosevelt Red Ware production was not centralized in a few locations, according to Crown (1994), as was the case with buff wares during the Pre-Classic period, but likely manufactured on a small scale for low-level exchanges, suggesting participation among a decentralized and extensive network of potters.

The period of Hohokam decline during the late Classic period has long been a focus intense interest and debate among archaeologists, especially in the northern periphery. In the core Gila River area, Sires (1983) tentatively defined the Polvorón phase to define a terminal Classic period occupation represented by dispersed rancheria-style settlements consisting of individual pit structures arranged in clusters (Doyel 1995). This phase might represent a period of abrupt change in community organization and integration following the collapse of the late Classic platform mound communities after a period of drought and flooding destroyed the canal systems (Doyel 1995; Nials et al. 1989). However, researchers continue to debate whether the phase is valid. Chenault (2000), for example, argues "... that not to separate Polvorón from the Civano phase obscures variability and change at the end of the cultural sequence that may relate to the nature and causes of the Hohokam collapse." Henderson and Hackbarth (2000), on the basis of overlapping dates between the Civano and Polvorón phases, argue instead that the characteristics of the latter are not temporally discrete but a reflection of cultural variability within the Classic period. In the northern periphery, the late Classic period decline may also be related to intraregional conflict (Rice and LeBlanc 2001). Large Classic period habitation sites are near the DM 19, LLC project area – the Carefree Ranch site is approximately 2 miles to the northeast and Spur Cross Ranch site complex is less than 6 miles to the northwest (North 2002).

By the time of Spanish contact in the mid to late sixteenth century, most Akimel O'odham (Pima) settlements were heavily concentrated the middle Gila River valley, and permanent settlement in the Salt River valley appears to have been comparatively sparse. The Akimel O'odham are considered the descendants of the Hohokam in the Phoenix Basin (Doyel 1991; Haury 1976). Loendorf and colleagues (2013:279–281) offer multiple lines of archaeological evidence for continuity in economic practices, settlement patterns, and house-construction techniques from the late prehistoric through early historic periods in the middle Gila River valley, making a strong case for Hohokam-O'odham continuity. Likely the prehistoric-historic transition is marked by some combination of continuous occupation and limited inward and outward migration by individuals or families seeking new socioeconomic opportunities.

By the time of Spanish contact in the mid- to late sixteenth century, the Pima and Maricopa occupied the middle portion of the Gila River. The Pima have been traditionally considered the descendants of the Hohokam in the Phoenix Basin (Doyel 1991; Haury 1976), although the validity of this particular prehistoric-historic connection has been debated (Doelle 1981; Masse 1991). The mountainous areas north and west of the Salt River were largely occupied by the Yavapai. Gifford (1932, 1936) considered the Yavapai most closely aligned in terms of cultural traits with the upland Yuman Walapai and Havasupai of northwestern Arizona.

Euro-American incursion into the area occurred after 1846 as a result of the Mexican-American War and its aftermath, with entrance of military, explorers, surveyors, immigrants, and finally settlers. The war ended in 1848 with the signing of the Treaty of Guadalupe Hidalgo. The American era (A.D. 1853–1950) began with the Gadsden Purchase of 1853, when modern-day southern Arizona became part of the United States. The late 1800s saw an influx of settlement into the Salt River Valley, encouraged by a series of national public land laws, such as the National Homestead Act (1862), Timber Culture Act (1873), Desert Land Act (1877), and Enlarged Homestead Act (1909) (Bostwick and Rice 1987; Stein 1990). The majority of homesteads filed in Arizona during this period were along the Salt River (Stein 1990). By the 1870s, many settlers in the area were extensively cultivating land (Arizona Board of Regents 1989). President Roosevelt signed the Reclamation Act of 1902, creating the first national effort to build large-scale irrigation projects in the western United States. Two dams along the Salt River (Granite Reef and Roosevelt) and an extensive canal network in the Phoenix Basin became our nation's flagship reclamation project. The irrigation and electricity provided by this, the Salt River Project, was instrumental in the development of Phoenix during the twentieth century (Zarbin 1986, 1997).

PREVIOUS RESEARCH

A review of the archaeological literature indicates there are several large Pre-Classic and Classic period habitation sites within 10 miles of the project area that are surrounded by collection and processing sites (Hill 2016). Activities conducted at AZ U:1:433(ASM) may be similar to collection and processing sites, although the thick midden also may suggest habitation. The largest habitation sites near the site vicinity are AZ U:1:30(ASU), AZ U:1:31(ASU), and AZ U:1:129(ASM), located 2–3 miles northeast of the project area. These sites are Pre-Classic and Classic period villages associated with field houses and collection/processing sites (Bruder 2002). Three miles to the west-northwest is a Colonial and Sedentary hamlet (Schoonover 2002), and 6.5 miles to the northwest is the large complex of Pre-Classic and Classic period sites in the Spur Cross Conservation Area (North 2002). Prehistoric residents of these sites would have exploited resources in the areas near their habitations, creating small artifact scatters across the landscape, occasionally with features. The resources they exploited at these sites are unknown, but thought to be a wide range of plant products (saguaro fruit, cholla buds, prickly pear, and others). Alternatively, AZ U:1:433(ASM) could be a small habitation site, possibly a farmstead. Farmsteads are often composed of one or two habitation structures plus related cooking, processing, and storage features; human remains may be present. Farmstead architecture could include surface features or semi-subterranean pit houses. Previously excavated architecture near Cave Creek with Pre-Classic and Classic period occupations have had substantial floor assemblages (Wenker 2002), and it is possible that AZ U:1:433(ASM) represents a similar type of settlement.

PROJECT HISTORY

AZ U:1:433(ASM) was first recorded by Logan Simpson in 2004 during survey in advance of the COS's Arsenic Removal Demonstration Project (Lausten 2004). The initial survey reported the archaeological site as a 17-m by 10-m Hohokam artifact scatter with 156 ceramics and 35 flake-stone artifacts (Lausten 2004). An artifact concentration of 12 large Gila Plain sherds was located within a 50-cm by 75-cm depression near the northeast corner of the site. Ceramic types observed included Gila Plain, Wingfield Plain, and

Middle Gila Buffware. Lausten (2004) speculated that the depression and artifact cluster was the surface manifestations of a buried pit house. Lausten (2004) also described construction activity and dumping of construction material at the site and recommended that a NRHP eligibility determination was not possible without subsurface testing.

The site was relocated by Logan Simpson in 2014 during a 91-acre survey for Meritage Homes (Hill 2016). The 2014 survey observed a surface assemblage that included approximately 300 sherds and 10 flaked-stone artifacts; ceramic types observed were Wingfield Plain and Gila Plain. Hill (2016) described an artifact concentration covering 5 m in diameter with 150 sherds, significantly larger than the artifact concentration mentioned by Lausten (2004). None of the ceramics were described by Hill (2016) as "large" and, this, along with the larger distribution of artifacts, suggests that site preservation had suffered over the years. This difference suggests that between 2004 and 2016 surface disturbances impacted the site's surface condition. Hill's (2016) resurvey also revised the original site measurement, increasing the site size to 30 m by 17 m.

The site is situated on land that DM 19, LLC has proposed for a housing development. In compliance with COS permitting requirements for the housing development, DM 19, LLC requested Logan Simpson test AZ U:1:433(ASM) to assess its eligibility status for the NRHP, in conformance with COS Revised Code §46-134 and in compliance with A.R.S. §41-865. Logan Simpson prepared a Work Plan for Phase I NRHP eligibility testing (Hackbarth 2016) and following its revision and approval by the COS, Logan Simpson implemented the Work Plan. Results of the Phase I testing identified a preserved subsurface midden, which indicates the site is eligible for the NRHP under Criterion D (information potential) (Bustoz 2016). Logan Simpson recommended implementation of a Phase II data recovery program. The COS concurred with the need for Phase II data recovery at AZ U:1:433(ASM). Subsequently, DM 19, LLC requested Logan Simpson prepare and implement a Phase II data recovery Treatment Plan for the site. The COS reviewed the site's Treatment Plan (Hackbarth 2017) and concurred with the proposed investigation methods. Preliminary results of the Phase II excavations are described in this end-of-field work report.

METHODS

Phase II field investigations followed the approved Treatment Plan (Hackbarth 2017). This preliminary end-of-field work report is consistent with the Secretary of the Interior's Standards and Guidelines (48 CFR §44716-42), and takes into account the Advisory Council on Historic Preservation's (1980) publication, *Treatment of Archaeological Properties: A Handbook*. Fieldwork was conducted by Michael Bryk B.A. (9 years of experience), Sidney Rempel M.A. (26 years of experience), and Vincent Gentile B.A. (1 year of experience) under the direct supervision of Mark Hackbarth M.A., RPA (37 years of experience).

Mapping

Brush was removed from the site prior to mapping the site's modern conditions (Photograph 2). The site was mapped with a Nikon total station and data recorder and the map was tied to permanent land marks on the landscape, including two corners of a nearby fire station and the southwest corner of a sidewalk entering the arsenic water treatment station. The plan view map of the project area illustrates the location



Photograph 2. Surface conditions after brush and tree branch removal, view to northeast.

of surface conditions, all excavations, and subsurface features (Figure 4; Figure 5). Localized horizontal control at excavated features was maintained using an individual datum. The elevation of each datum was recorded with the total station and related to an arbitrary elevation.

Surface Artifacts

Surface artifacts became visible following removal of brush and overhanging tree branches. Collection of surface artifacts was completed at the location of an extremely high density of ceramics. Additionally, a 1-m by 1-m test unit (FU 5) was excavated to investigate what was below the surface artifacts.

Mechanical Excavation

Backhoe excavations used a smooth-edged bucket to remove thin layers of soil with repeated passes within stripping units (SUs) to expose horizontal surfaces. Thirteen SUs were excavated at locations as described in the approved Treatment Plan (Hackbarth 2017). Logan Simpson followed all OSHA Subpart P Excavation Standards during excavation of the SUs. The SU excavation strategy was designed to search for features and to expose the lower stratigraphic layers of Feature 1, a midden.

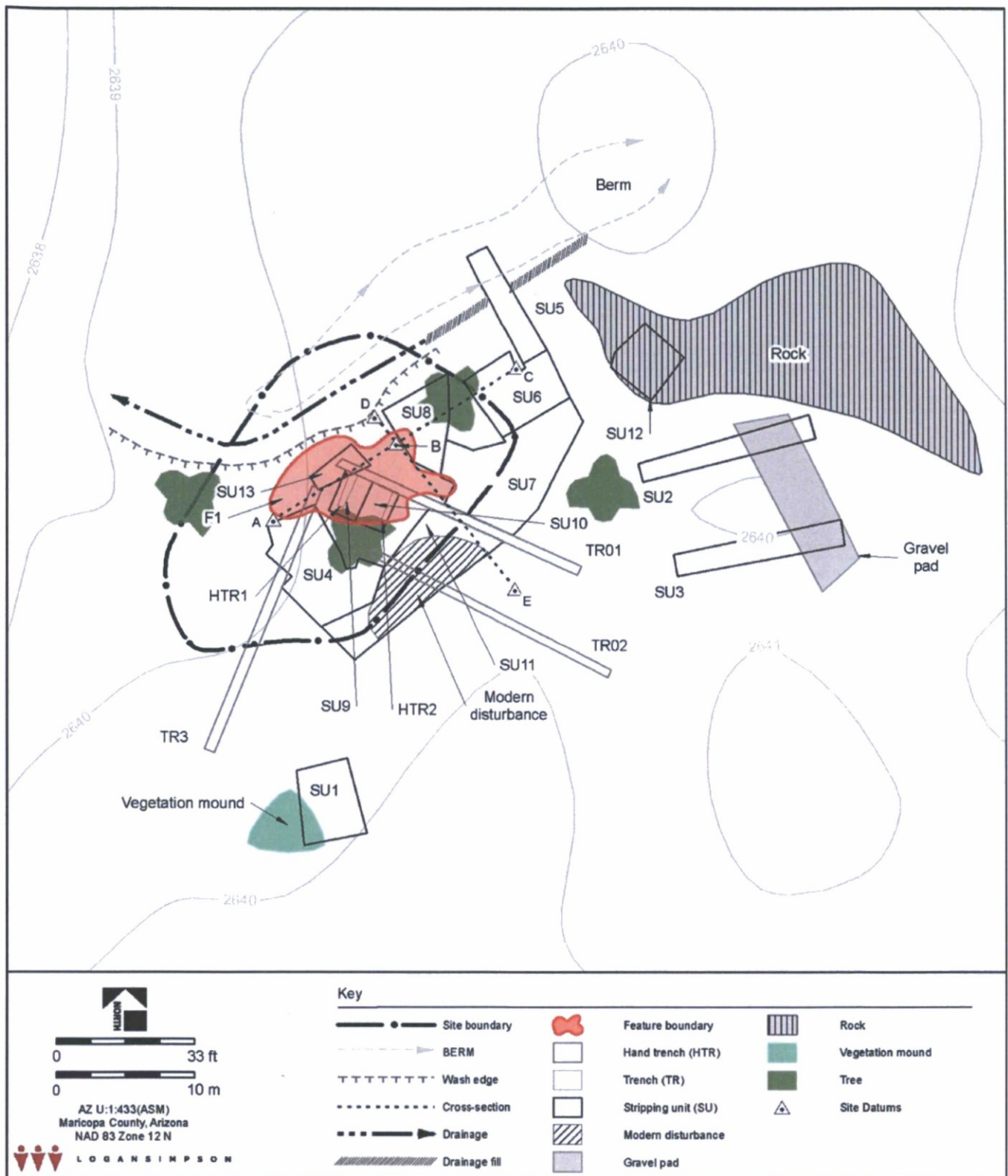


Figure 4. AZ U:1:433(ASM) site map showing trenches, stripping units, and midden.

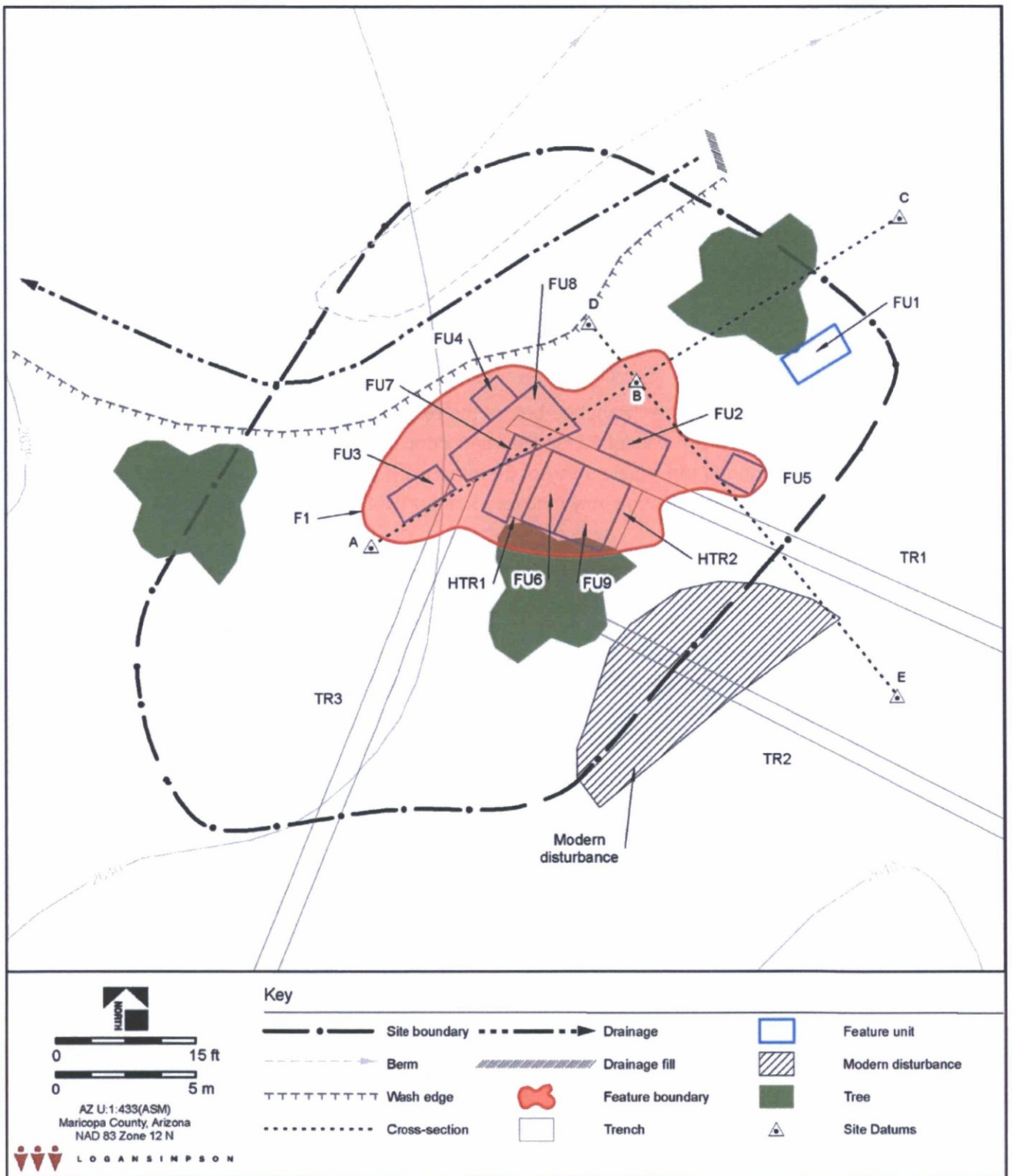


Figure 5. AZ U:1:433(ASM) site map showing feature excavation units.

Hand Excavations

Three hand-excavated feature units (FUs), each 1 m by 2 m, were excavated within Feature 1 beginning at the modern ground surface. One 1-m by 1-m hand excavation unit (FU 5) was placed near the midden, in a possible looter's disturbance where an extremely high concentration of ceramics was noted. In addition, hand excavation units were also placed within Feature 1 after mechanical excavation removed overburden. The FUs used excavation methods described in the approved Treatment Plan, including screening of fill using ¼-inch wire mesh. A total of eight FUs were excavated in Feature 1.

Two possible features exposed by mechanical stripping were explored using methods described in the approved Treatment Plan. Both locations were subsequently determined not to be cultural features.

RESULTS

Clearing brush and trimming tree branches before the excavation began was conducted to gain access to locations thought to have a potential for undisturbed deposits. A concentration of ceramics, probably the "large" sherds noted during the initial survey of the property (Lausten 2004), were relocated during removal of dense tree branches and subsequently recovered as part of FU 5 (Photograph 3).

Surface mapping of the site was conducted and included the surrounding environs covering an area of approximately 40 m by 30 m (see Figure 4). The mapped area includes recent disturbances (e.g. trailer gravel pad, clusters and scatters of rocks, and earthen berm north of filled-in wash), which were thought to possibly mask subsurface features. Mapping also defined a wash located along the north side of Feature 1 that was previously filled with soil and rocks. Two cross sections of the modern ground surface were drawn to scale to document the depth and extent of depressions under the trees located around the midden, Feature 1.

Three systematic hand-excavation units (FU 1–3) were excavated in the surface mound before mechanical stripping of the mound started (Table 1; see Figure 5). All fill in FUs 1–3 was removed in 10-cm-thick levels and screened through ¼-inch wire mesh. Placement of the three FUs avoided Phase I testing trenches and was in areas where a dark midden-like soil was visible on the surface. The three FUs form a line across the midden feature. However, the dark soil in FU 1 was found to be a product of leaf litter, not a culturally derived soil.

The backhoe was used to remove the upper 25–35 cm of Feature 1's fill to search for additional features. Two hand trenches (HTR 1 and 2) were excavated after mechanical stripping to assess the feature's depth and preservation. Following an assessment of fill and floor in the HTR, six judgmental FUs (FU 4–9) were excavated in Feature 1. Fill removed by hand excavations in HTR 1–2 and FUs 4–9 was screened using ¼-inch wire mesh.



Photograph 3. A cluster of sherds was found in FU 5 below surface artifacts.

Table 1. Hand excavation units.

Unit ^a	Type	Length (m)	Width (m)	Depth (m)	Feature identified	Comments
FU 1	Systematic	1.0	2.0	0.18	None; leaf litter	Level 2 excavated as 1-m by 1-m unit
FU 2	Systematic	1.0	2.0	0.30	1	Midden
FU 3	Systematic	1.0	2.0	0.50	1	Midden and TR 3
FU 4	Judgmental	1.0	1.0	0.50	1	Midden
FU 5	Judgmental	1.0	1.0	0.22	1	Midden
FU 6	Judgmental	1.3	2.4	0.28	1 and 1.01	Midden
FU 7	Judgmental	1.4	3.3	0.15	1	Midden
FU 8	Judgmental	1.0–1.4	2.6	0.45	1	Midden and TR 1
FU 9	Judgmental	1.3	0.7	0.23	1	Midden and disturbance
HTR 1	Judgmental	0.4	2.1	0.15	1	Midden and disturbance
HTR 2	Judgmental	0.4	2.1	0.06	1	Midden

^a FU = Feature unit; HTR = Hand trench; TR = Mechanical trench

Mechanical stripping was conducted in 13 irregular-shaped stripping units, including units situated away from Feature 1 to search for additional features (Table 2). An archaeological monitor directed the backhoe stripping, which used a 5-ft-wide smooth-edged blade to remove thin layers of soil; the monitor recovered a

grab sample of artifacts as excavations proceeded. The mechanical stripping examined disturbed and undisturbed locations to assess the potential for buried resources and locate additional features. Two possible subsurface features were investigated with hand excavations and a profile was drawn of SU 5 to document the filled-in wash and associated berm.

Table 2. Stripping units.

Unit	Length (m) ^a	Width (m) ^a	Depth (m) ^b	Feature identified	Comments
SU 1	4.0	5.0	0.60	Vegetation mound	Test mound under tree at southwest edge of site
SU 2	1.5	12.0	0.30	Modern disturbance	Test of gravel pad at east edge of site
SU 3	1.5	11.5	0.30	Modern disturbance	Test of gravel pad at east edge of site
SU 4			0.50	1	Test of Feature 1 between TR 2 and TR 3
SU 5	1.5	10.0	0.95	Modern disturbances	Test of berm north of wash; test wash.
SU 6	5	5.0	0.25	1	Test depression visible on surface.
SU 7	4	5.0	0.35	1	Test of modern cluster of sandstone on surface
SU 8	4	8.0	0.40	2 and 3	Test area east of Feature 1 Features 2 and 3 delisted after testing.
SU 9	2	3.0	0.35	1 and 1.01	PVC pipe in erosion cut at base of unit
SU 10	2	3.0	0.35	1	
SU 11	4	6.0	0.20	Modern disturbance	Plastic, latex gloves and rocks in disturbance
SU 12	4	3.5	0.30	Modern rock cluster	Rocks on surface
SU 13 ^c	1	3	0.35	1	Metal pipe at 0.20 m below surface

^a Approximate measurements.

^b Maximum depth.

^c Hand stripped unit.

Features

One feature and one subfeature (Features 1 and 1.01, respectively) were recorded as a result of the Phase II investigations. Two possible features were discovered and tested, but one was determined to be a natural soil horizon (Feature 3) and the other consisted of two contiguous rocks, likely redeposited, that were unassociated with anything else (Feature 2).

Approximately 85 percent of Feature 1 was excavated by machine and by hand. The extent of Feature 1 that was exposed during stripping is approximately 15 m by 17 m, slightly smaller than what the resurvey of the site identified as the feature's maximum extent (Hill 2016). The remaining portion of Feature 1 was left as a "witness balk."

Stratigraphy

The stratigraphy is relatively simple, except where soils have become mixed by modern disturbances. The raised ground surface of Feature 1 and depressions under an adjoining palo verde tree undulate because of disturbances to the site. The depressions near Feature 1 may be looter pits. Other modern disturbances are a collection of sandstone cobbles on the surface (Photograph 4), a rectangular gravel pad, clusters of granite rocks on the surface, and a pit with possible landscaping materials exposed in SU 11.



Photograph 4. Sandstone on surface exposed after clearing tree branches; surface artifact concentration is marked by orange pin flags, view to the north.

One cultural stratum (Feature 1) is present, which has been disturbed by looters and small burrowing animals. Excavations within Feature 1 encountered one metal pipe, one PVC fragment, one glass fragment, and two fragments of cloth and string. These few modern artifacts in the prehistoric feature fill suggest the level of feature disturbance was remarkably low given the looter's collection of large sherds on the surface and obvious depressions under the trees. Nevertheless, excavations in SU 7 and HTR 2 encountered soil that was almost exclusively moderate-sized gravel without any fines (silt or clay), which suggests looters may have screened the fill and dumped the gravel remaining in their screens into their excavations.

Undisturbed native soil situated east of Feature 1 (in SU 8) includes mixed silt and fine sands that was found approximately 20–35 cm below the modern ground surface. The lack of any prehistoric artifacts in the silt and wash sands could indicate the soil predates the cultural occupation. The mixed silt and fine sands likely represent a former wash channel that has been covered by the current surface. Significantly, the native soil beneath Feature 1 is not the same mixed silt and fine sands as found in SU 8 and it was not possible to identify their relative age through stratigraphy. The sediment in SU 4, however, is identical to soil below Feature 1, which is moderately deep reddish brown silt.

The soil column south of Feature 1 (in SU 11) has small calcic inclusions in very compact reddish brown silt that is culturally sterile almost immediately below the modern ground surface. In addition, a modern disturbance in SU 11 consists of rock (schist) fragments, latex gloves, and a calcic soil that extends below the mechanically stripped surface. The latex gloves suggest the pit may include chemicals related to landscaping activities that were conducted on the parcel and is likely related to the storage yard depicted on aerial photographs from 2005 to 2015 (Figure 6).

To the southwest of Feature 1 is a mound of soil beneath a palo verde tree (Photograph 5). Testing of the mound with SU 1 determined it to be a natural vegetation mound or a recent accumulation of soil. The mound's fill was moderately compact reddish brown sit that lacked artifacts or rocks, which suggests it predates the storage yard and its associated disturbances.



Figure 6. Storage yard south of Feature 1 (source: Google Earth, image dated March 15, 2015).



Photograph 5. Mound under palo verde tree, view to west.

Archaeological Features

A prehistoric midden (Feature 1) was investigated during Phase II data recovery and produced the majority of artifacts and soil samples recovered from the site. Feature fill is composed of dark gray, lightly compacted sandy silt that exhibits a high amount of ash staining, minor amounts of charcoal, decomposed granite, and organic material. Systematic test units (FU 1–3) and judgmental test units (FU 4–9, HTR 1–2) were excavated by hand in Feature 1 and screened to recover artifacts; soil and chronometric samples were also recovered. Mechanical stripping units (SU 4, 6, 7, 9, 10, and 13) were used to remove overburden above and near the feature; grab samples of artifacts were collected from the SUs. Hand excavations were then completed below the level of mechanical stripping (Photograph 6). Feature 1 had previously been encountered by two backhoe trenches (TR 1 and 3) excavated during Phase I testing (Bustoz 2016).

One subfeature (Feature 1.01, possible erosion channel) was recorded in HTR 1 and FU 6 as a dark soil stain that extended a short distance below the bottom level of Feature 1. A fragment of human bone was recovered from above Feature 1.01 in FU 6. The bone fragment was an isolated, unfused (juvenile) humerus head. Excavation of Feature 1.01 suggested the linear soil stain was a possible erosional channel, but its designation as a cultural feature was maintained because the formation processes that created the linear channel were indeterminate. The shallow, narrow depression of Feature 1.01 was beneath the midden but not visible in the midden, which implies the depression was created before the midden and may include feature fill that was added to the depression. The darker color in Feature 1.01

may simply represent decayed plants that grew more profusely in the depression because of the water concentrated in the depression. The subfeature number was maintained in case laboratory analyses identified variables that could inform about formation processes or cultural aspects of the midden's fill.

Artifacts

Artifact classes recovered from the project include: red ware, plain ware and black-on-white ceramics; flaked stone, including high quality chert and obsidian; projectile points of obsidian and chert; tabular tools; ground-stone fragments; marine shell; faunal bone; and raw mineral (mainly schist). A cursory inspection of the ceramics indicates that almost the entire assemblage consists of Wingfield Plain.



Photograph 6. Feature 1 after excavation, view to north.

Site Age

Several variables suggest the site was used during the Classic period. A few small red ware sherds were found that suggest Classic period occupation. Multiple jar body sherd exhibits an inset shoulder consistent with the use of a “puki” (a mold used during fabrication). Vessels with a puki often date to the Classic period. All three projectile points are shapes common to Classic period sites: a small side notched point, a small equilateral triangular point, and an isosceles triangular point.

SUMMARY AND RECOMMENDATIONS

Logan Simpson completed Phase II data recovery excavations at AZ U:1:433(ASM) at the request of DM 19, LLC. The site is on private land situated within a proposed 91-acre parcel designated for housing in north Scottsdale, Maricopa County, Arizona. The site was previously recommended eligible for the NRHP

under Criterion D (information potential) (Bustoz 2016). The approved Treatment Plan for Phase II investigations (Hackbarth 2017) was implemented without change during field work from April 17 to 24, 2017. The investigations were designed to address the historic context of *Prehistoric Resource Exploitation of the North Scottsdale Uplands, A.D. 1050 to A.D. 1350*.

Mapping and collection of surface artifacts is complete. Mechanical excavation was used to search for subsurface features and explore the limits of Feature 1, midden. Hand excavation was used to excavate test units in the midden. Logan Simpson collected prehistoric artifacts of ceramics, flaked stone, ground stone, shell, faunal bone, mineral samples, and tabular tools; in addition, radiocarbon, pollen and flotation samples were recovered. Human remains were found associated with Feature 1, immediately above Feature 1.01. The discovery of human remains was reported to the ASM and SRPMIC after the bone was recognized in the laboratory; ASM indicated that no Burial Agreement was needed so long as no further field work is conducted (Todd Pitezal [ASM] to Mark Hackbarth [Logan Simpson] email dated April 24, 2017). The coordinator of cultural resources division at SRPMIC requested the bone remain in Logan Simpson's secure storage facility until repatriation.

Results of data recovery at AZ U:1:433(ASM) indicate the midden has significant numbers of temporally diagnostic flaked stone and ceramic artifacts. In addition, other artifact classes were recovered from the midden that will be used to address research questions pertinent to the historic context investigated for the site. More than 16 m² of the midden was excavated by hand, leaving less than 6 m² of the feature as an undisturbed witness balk; an estimated 100 m² of the general site area was excavated by machine to search for additional subsurface features. No additional features are anticipated in the portion of the site remaining as an unexcavated witness balk.

Phase II archaeological data recovery was completed at AZ U:1:433(ASM) using methods described in the approved Treatment Plan. Mechanical and hand excavations explored Feature 1, a prehistoric midden and searched the adjoining landscape for additional features. Soil samples, artifacts and one isolated bone (human) were collected and are currently being analyzed.

Logan Simpson recommends that adequate archaeological materials and samples have been recovered from AZ U:1:433(ASM) to address the research questions posed in the approved Treatment Plan. No additional field work is recommended. Logan Simpson recommends the laboratory analyses and preparation of a final technical report be completed. Therefore, the current Phase II data recovery project's excavation and artifact/sample analyses will exhaust the site's information potential.

If previously unrecorded cultural resources are encountered during ground-disturbing activities, these activities must be discontinued in the immediate vicinity of the discovery, and work should not resume until the City of Scottsdale Historic Preservation Department (Steve Venker [480] 312-2831) has been notified and allowed time to properly address the nature and significance of the discovery.

If human remains, funerary objects, or intentionally buried animals are discovered during grading or other construction-related ground disturbing activity, all work must stop in the vicinity of the discovery and the Arizona State Museum (Dr. Todd Pitezel, [520] 621-4795) shall be notified pursuant to A.R.S. §41-865. Work must not resume in that area until authorization is received from Arizona State Museum.

Logan Simpson recommends the proposed Desert Mountain Parcel 19 project has complied with the existing COS regulations concerning cultural resources and recommends approval of a Certificate of Appropriateness.

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Desert Mountain Parcel 19

Amended Development Standards

Sec. 5.800. - Townhouse Residential (R-4).

Sec. 5.804. - Property development standards.

The following property standards shall apply to all land and buildings in the R-4 district:

A. *Minimum property size.*

1. Any property* for which R-4 zoning is requested shall contain a minimum of eight thousand (8,000) square feet.

***FOR THE PURPOSES OF MINIMUM PROPERTY SIZE, PROPERTY SHALL MEAN THE OVERALL R-4 DEVELOPMENT PROPERTY NOT INDIVIDUAL LOTS.**

B. *Required common open space.*

1. Minimum: 0.10 multiplied by the total gross land area of the development, including landscape areas and recreation areas.
2. Accessory buildings for recreation may occupy up to 0.15 multiplied by the minimum required common open space.
3. This common open space is not required for developments with densities of less than five (5) units per acre.
4. The City Council may waive this common open space requirement based on the development's relationship with an existing public park or recreation area.

C. *Building height.*

1. The building height shall be as determined by Development Review Board except that no building shall exceed thirty (30) feet in height and except as otherwise provided in article VII.
2. If the R-4 development abuts a single-family residential district or an alley abutting a single-family residential district, the City Council may limit the building height to one (1) story as determined by Development Review Board.

D. *Density.*

1. The overall density shall not exceed one (1) dwelling unit per five thousand two hundred forty (5,240) square feet of gross land area.
2. Specialized residential health care facility: the number of beds shall not exceed twenty-eight (28) beds per gross acre of land.
3. Minimal residential health care facility: the number of units shall not exceed fourteen (14) dwelling units per gross acre of land.

E. *Building setback.*

1. Wherever an R-4 development abuts an R-1, R-4R or M-H district or an alley abutting any of those districts, the following shall apply:
 - a. A yard of not less than ~~fifteen (15)~~ **TWELVE (12)** feet shall be maintained for the single story structures.

- b. An additional depth of ~~ten (10)~~ **EIGHT (8)** feet shall be provided for each additional story.
2. Within an R-4 development or wherever an R-4 development abuts any district other than R-1, R-4R or M-H, or abuts an alley adjacent to such other district, a building may be constructed on the property line. However, if any yard is to be maintained, it shall be not less than ~~ten (10)~~ **EIGHT (8)** feet in depth. **ALTERNATIVELY, A TWELVE (12) AGGREGATE SIDE YARD SHALL BE PERMITTED.** Larger yards may be required by the Development Review [Board] or City Council if the existing or future development of the area around the site warrants such larger yards.
3. No building or part thereof shall be erected or altered in this district that is nearer a dedicated street than ~~fifteen (15)~~ **TWELVE (12)** feet except that the average setback from any dedicated street shall be ~~twenty (20)~~ **FIFTEEN (15)** feet.

Exception:

- a. Where a lot is located at the intersection of two (2) or more streets the setback on one (1) street shall be not less than ~~ten (10)~~ **EIGHT (8)** feet.
 4. No more than thirty (30) percent of the frontage dwelling units shall have living space above one (1) story in height that is located within ~~fifty (50)~~ **THIRTY EIGHT (38)** feet of any dedicated street (**APPLIES TO PIMA ROAD AND CAVE CREEK ROAD ONLY**).
- F. *Distance between buildings.*
1. There shall not be less than ~~ten (10)~~ **SEVEN (7)** feet between an accessory building and a main building or between two (2) main buildings, except that an accessory building with two (2) or more open sides, one (1) of which is adjacent to the main building, may be built to within six (6) feet of the main building.
- G. *Walls, fences and required screening.*
1. Walls, fences and hedges up to eight (8) feet in height are allowed on the property line or within the required yard areas, except within the required frontage open space, within which they may not exceed three (3) feet in height, or except as otherwise provided in Article VII.
 2. All parking areas shall be screened to a height of three (3) feet above the parking surface.
 3. Storage and refuse areas shall be screened as determined by Development Review Board.
- H. *Access.* Access shall be as determined by Development Review Board.

Desert Mountain Parcel 19

Amended Development Standards

Sec. 5.800. - Townhouse Residential (R-4).

Sec. 5.804. - Property development standards.

The following property standards shall apply to all land and buildings in the R-4 district:

A. *Minimum property size.*

1. Any property* for which R-4 zoning is requested shall contain a minimum of eight thousand (8,000) square feet.

***FOR THE PURPOSES OF MINIMUM PROPERTY SIZE, PROPERTY SHALL MEAN THE OVERALL R-4 DEVELOPMENT PROPERTY NOT INDIVIDUAL LOTS.**

B. *Required common open space.*

1. Minimum: 0.10 multiplied by the total gross land area of the development, including landscape areas and recreation areas.
2. Accessory buildings for recreation may occupy up to 0.15 multiplied by the minimum required common open space.
3. This common open space is not required for developments with densities of less than five (5) units per acre.
4. The City Council may waive this common open space requirement based on the development's relationship with an existing public park or recreation area.

C. *Building height.*

1. The building height shall be as determined by Development Review Board except that no building shall exceed thirty (30) feet in height and except as otherwise provided in article VII.
2. If the R-4 development abuts a single-family residential district or an alley abutting a single-family residential district, the City Council may limit the building height to one (1) story as determined by Development Review Board.

D. *Density.*

1. The overall density shall not exceed one (1) dwelling unit per five thousand two hundred forty (5,240) square feet of gross land area.
2. Specialized residential health care facility: the number of beds shall not exceed twenty-eight (28) beds per gross acre of land.
3. Minimal residential health care facility: the number of units shall not exceed fourteen (14) dwelling units per gross acre of land.

E. *Building setback.*

1. Wherever an R-4 development abuts an R-1, R-4R or M-H district or an alley abutting any of those districts, the following shall apply:
 - a. A yard of not less than ~~fifteen (15)~~ **TWELVE (12)** feet shall be maintained for the single story structures.

b. An additional depth of ~~ten (10)~~ **EIGHT (8)** feet shall be provided for each additional story.

2. Within an R-4 development or wherever an R-4 development abuts any district other than R-1, R-4R or M-H, or abuts an alley adjacent to such other district, a building may be constructed on the property line. However, if any yard is to be maintained, it shall be not less than ~~ten (10)~~ **EIGHT (8)** feet in depth. **ALTERNATIVELY, A TWELVE (12) AGGREGATE SIDE YARD SHALL BE PERMITTED.** Larger yards may be required by the Development Review [Board] or City Council if the existing or future development of the area around the site warrants such larger yards.
3. No building or part thereof shall be erected or altered in this district that is nearer a dedicated street than ~~fifteen (15)~~ **TWELVE (12)** feet except that the average setback from any dedicated street shall be ~~twenty (20)~~ **FIFTEEN (15)** feet.

Exception:

a. Where a lot is located at the intersection of two (2) or more streets the setback on one (1) street shall be not less than ~~ten (10)~~ **EIGHT (8)** feet.

4. No more than thirty (30) percent of the frontage dwelling units shall have living space above one (1) story in height that is located within ~~fifty (50)~~ **THIRTY EIGHT (38)** feet of any dedicated street (**APPLIES TO PIMA ROAD AND CAVE CREEK ROAD ONLY**).

F. Distance between buildings:

1. There shall not be less than ~~ten (10)~~ **SEVEN (7)** feet between an accessory building and a main building or between two (2) main buildings, except that an accessory building with two (2) or more open sides, one (1) of which is adjacent to the main building, may be built to within six (6) feet of the main building.

G. Walls, fences and required screening.

1. Walls, fences and hedges up to eight (8) feet in height are allowed on the property line or within the required yard areas, except within the required frontage open space, within which they may not exceed three (3) feet in height, or except as otherwise provided in Article VII.
2. All parking areas shall be screened to a height of three (3) feet above the parking surface.
3. Storage and refuse areas shall be screened as determined by Development Review Board.

H. Access. Access shall be as determined by Development Review Board.

After Recording Return To:
Robert D. Burton, Esq.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



[DESERT MOUNTAIN 19]
MASTER COVENANT

Maricopa County, Arizona

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA IN ACCORDANCE WITH SECTION 9.5 BELOW.

Declarant: DM19, LLC, an Arizona limited liability company



[DESERT MOUNTAIN 19]

MASTER COVENANT

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[DESERT MOUNTAIN 19]

MASTER COVENANT

This [Desert Mountain 19] Master Covenant (the "Covenant") is made by DM19, LLC an Arizona limited liability company (the "Declarant"), and is as follows:

RECITALS:

A. Declarant is the present owner of certain real property located in Maricopa County, Arizona, as more particularly described on Exhibit "A", attached hereto (the "Property").

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property and to act as the "Declarant" for all purposes under this Covenant.

C. Portions of the Property may be made subject to this Covenant upon the Recording of one or more Notices of Applicability pursuant to *Section 9.5* below, and once such Notices of Applicability have been Recorded, the portions of the Property described therein shall constitute the Development (defined below) and shall be governed by and fully subject to this Covenant, and the Development in turn shall be comprised of separate Tracts (defined below) which shall be governed by and subject to separate Tract Declarations (defined below) in addition to this Covenant.

No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be Recorded by the Declarant.

PROPERTY VERSUS DEVELOPMENT VERSUS TRACT

"Property"

Described on Exhibit "A". This is the land that may be made subject to this Covenant, from time to time, by the Recording of one or more Notices of Applicability. Declarant has no obligation to add all or any portion of the Property to this Covenant.

"Development"

This is the portion of the Property that has been made subject to this Covenant through the Recording of a Notice of Applicability.

"Tract"

This is a portion of the Development. Each Tract may be made subject to a Tract Declaration.

D. This Covenant serves notice that upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices shall be subject to the terms and provisions of this Covenant.

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Covenant by the Recording of a Notice of Applicability shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with such portions of the Property and shall be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Covenant shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text shall control.

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, terms used in this Covenant shall have the meanings set forth below:

"ACC" means the architectural control committee, as defined in Section 6.2. As more particularly described in Article 6, during the Development Period, the Declarant acts as the [Desert Mountain 19] Reviewer and exercises all rights to approve Improvements within the Development. The ACC will not be formed and has no rights to review and approve Improvements until such rights have been assigned to the Association by a written Recorded instrument executed by the Declarant, or the Development Period has expired or is terminated by a written Recorded instrument executed by the Declarant.

"Applicable Law" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, and any other applicable building codes, zoning restrictions, permits and ordinances adopted a Governmental Entity (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Articles of Incorporation" means the Articles of Incorporation of the Association, filed with the Arizona Corporation Commission, as the same may be amended from time to time.

"Assessment" or **"Assessments"** means assessments the Association may impose under this Covenant.

"Assessment Unit" has the meaning set forth in *Section 5.9.2*.

"Association" means [DESERT MOUNTAIN 19] COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Articles of Incorporation, the Bylaws, and Applicable Law.

"Board" means the Board of Directors of the Association.

"Bulk Rate Contract" or "Bulk Rate Contracts" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape maintenance services, cable television services, telecommunications services, internet access services, "broadband services", wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial. During the Development Period, Declarant must approve each Bulk Rate Contract.

"Bylaws" means the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, a Majority of the Board may amend the Bylaws.

"City" means the City of Phoenix.

"Club" means [CONFIRM: the Desert Mountain Club, Inc., an Arizona nonprofit corporation, any wholly-owned subsidiaries, or its designee(s), successors or assigns thereof, or any other similar golf or recreational facilities in proximity to the Development].

"Club Parties" shall mean the Club Owner, and any officer, owner, member, director, agent or partner of any of the Club Owner, and any officer, owner or director of any of the foregoing, the Club, Club staff, employees, and contractors, Club Manager (as defined in the Club Provisions), Club Parties and their families, guests, and invitees, Club guests, invitees and designees, Club tournament participants, staff, sponsors and officials, and Club function and party participants.

"Common Area" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities the Declarant holds for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified therein shall be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area shall be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be designated by the Board for the use and enjoyment of the Owners and members of the public.

"Community Enhancement Covenant" means the community enhancement covenant that may be Recorded by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Enhancement Covenant may be amended, from time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Enhancement Covenant may be amended by a Majority of the Board.

"Community Manual" means the community manual which the Declarant may initially adopt and Record as part of the initial project documentation for the Development. The Community Manual may include the Bylaws, Rules and other policies governing the Association. A Majority of the Board may amend or modify the Community Manual from time to time in accordance with the terms of this Covenant. During the Development Period, the Declarant must approve any amendment or modification to the Community Manual.

"Condominium Unit" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit shall be designated by the Declarant in a condominium declaration under the Arizona Condominium Act, A.R.S. § 33-1201 *et. seq.* from time to time, for residential, commercial or live/work purposes.

"Covenant" means this [Desert Mountain 19] Master Covenant, as defined in the preamble.

"Declarant" means DM19, LLC, an Arizona limited liability company, its successors and permitted assigns. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Covenant.

Declarant enjoys special rights and privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These special rights are described in this Covenant. Many of these rights do not terminate until either Declarant: (i) has sold all Lots or Condominium Units which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded instrument. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Covenant to one or more third-parties.

"[Desert Mountain 19] Reviewer" means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the [Desert Mountain 19] Reviewer shall automatically be transferred to the ACC appointed by the Board, as set forth in *Section 6.2*.

"Design Guidelines" means the instrument setting forth the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, which may be adopted pursuant to *Section 6.4.2* as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Tract Declaration by exhibit or otherwise. Notwithstanding anything in this Covenant to the contrary, Declarant shall have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

"Development" refers to all or any portion of the Property made subject to this Covenant by the Recording of a Notice of Applicability.

"Development Period" means the period of time beginning on the date when this Covenant has been Recorded, and ending thirty (30) years thereafter], unless earlier terminated by Recorded instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

"Documents" means, singularly or collectively, as the case may be, this Covenant, including the Articles of Incorporation, Bylaws, the Community Manual, the Community Enhancement Covenant, the Design Guidelines (if adopted), any applicable Tract Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any Rules, or policies or procedures the Association promulgates pursuant to this Covenant, and any Tract Declaration, as adopted and amended from time to time. An appendix, exhibit,

schedule, or certification accompanying a Document is part of such Document. See Table 1 for a summary of the Documents.

"Golf Club Facilities" means the golf courses, clubhouses, parking and other facilities, amenities or improvements related to such facilities, located on the property described on Exhibit "B", presently constructed or to be constructed on said real property or any additional real property owned or leased by Club and all appurtenances thereto including, but not limited to, easements, rights, entitlements or agreements benefiting said property. The Golf Club Facilities are not included in the Property, Common Area or Special Common Area and are not subject to the Documents, unless agreed to in writing by the Club and the Association.

"Governmental Entity" means (i) a quasi-governmental entity created for the purpose of providing benefits or services to the Development; or (ii) any other regulatory authority with jurisdiction over the Development.

"Homebuilder" refers to any Owner (other than Declarant) who is in the business of constructing single-family residences for resale to third parties and acquires all or a portion of the Property to construct single-family residences for resale to third parties.

"Improvement" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

"Lot" means any portion of the Development the Declarant designates as such in a Recorded instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established.

"Majority" means more than half.

"Manager" has the meaning set forth in *Section 3.8.8*.

"Members" means every person or entity that holds membership privileges in the Association.

"Mortgage" or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot or Condominium Unit.

"Mortgagee" or **"Mortgagees"** means the holder(s) of any Mortgage(s).

"Neighborhood" has the meaning set forth in *Section 3.2*.

"Neighborhood Delegate" means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots and Condominium Units in the Neighborhood on all matters requiring a vote of the membership of the Association, except for the following situations in which this Covenant specifically requires Members or Owners to cast their vote individually: (i) changes to the term of the Covenant as described in *Section 10.1*; (ii) amendments to the Covenant as described in *Section 10.3*; and (iii) initiation of any judicial or administrative proceeding as described in *Section 10.4*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members or Owners are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

"Notice of Applicability" means the Recorded notice the Declarant executes for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant. In accordance with *Section 9.5*, a Notice of Applicability may also subject a portion of the Property to a previously Recorded Tract Declaration.

"Occupant" means a resident, occupant or tenant of a Lot or Condominium Unit, other than an Owner.

"Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Occupant. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"Permittee" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant (as applicable).

"Plat" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"Property" means all of that certain real property described on Exhibit "A", attached hereto and incorporated herein by reference, subject to any additions thereto or withdrawals therefrom as may be made pursuant to *Section 9.3* and *Section 9.4*, respectively, of this Covenant.

"Record, Recording, Recordation and Recorded" means recorded in the Official Records of Maricopa County, Arizona.

"Representative System of Voting" means the method of voting which the Declarant may establish pursuant to *Section 3.6* below. Declarant shall have no obligation to implement the Representative System of Voting.

"Residential Developer" refers to any Owner, other than Declarant, who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

"Rules" means any instrument, however denominated, which the Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Development, including any amendments thereto. Until expiration or termination of the Development Period, the Declarant must approve any amendment to the Rules.

"Service Area" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.4*.

"Service Area Assessments" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.6*.

"Service Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"Special Common Area" means any interest in real property or improvements which the Declarant designates in a Recorded Notice of Applicability pursuant to *Section 9.5*, in a Tract Declaration or in any written instrument Recorded by Declarant (which designation shall be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Tracts, and is or shall be conveyed to the Association or as to which the Association shall be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Tract Declaration, or other written notice shall identify the Lots, Condominium Units, Owners or Tracts assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as

private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

“Special Common Area Expenses” means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

“Special Common Area Assessments” means assessments levied against the Lots and/or Condominium Units as described in *Section 5.5*.

“Tract” means any part of the Development (less than the whole), which Tract may be subject to a Tract Declaration in addition to being subject to this Covenant.

“Tract Declaration” means, with respect to any Tract, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Tract is subjected.

“Voting Group” has the meaning set forth in *Section 3.7* below.

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TABLE 1: DOCUMENTS

Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the Recording of a Notice of Applicability.
Community Enhancement Covenant (Recorded)	Establishes a fee payable to the Association upon the transfer of a Lot from one party to another.
Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant and any applicable Tract Declaration.
Tract Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Articles of Incorporation (Filed with Arizona Corporate Commission and included in Community Manual)	Establishes the Association as a not-for-profit corporation under Arizona law.
Community Manual (Recorded)	Includes the Bylaws, Rules and policies governing the Association and the Development.
Design Guidelines (if adopted)	If adopted, governs the design and architectural standards for the construction of Improvements and modifications thereto. Neither the Declarant nor the [Desert Mountain 19] Reviewer shall have any obligation to adopt Design Guidelines.

**ARTICLE 2
GENERAL RESTRICTIONS**

2.1 General.

2.1.1 Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Applicability has been Recorded in accordance with *Section 9.5*, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents and Applicable Law. **NO PORTION OF THE PROPERTY SHALL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

2.1.2 Compliance with the Documents and Applicable Law. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, Owners should not construe an approval by the [Desert Mountain 19] Reviewer as confirmation that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. The Association, each

Owner, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

2.2 Incorporation of Tract Declarations. Upon Recordation of a Tract Declaration such Tract Declaration shall, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Covenant, to the extent not in conflict with this Covenant, but shall apply only to portions of the Property made subject to the Tract upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Tract Declaration and this Covenant, the terms and provisions of this Covenant shall apply.

2.3 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant, a Residential Developer, nor any Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by the Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges development will extend over many years, and agrees that the Association shall not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.4 Provision of Benefits and Services to Service Area.

(i) Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.5* or in any Recorded notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. During the Development Period, Declarant may unilaterally amend any Notice of Applicability or any Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area shall be assessed against the

Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(ii) In addition to Service Areas which Declarant may designate, until expiration or termination of the Development Period, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association shall provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise determined by the Board. The cost and administrative charges associated with such benefits or services shall be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment. After expiration or termination of the Development Period, the Board may discontinue or modify benefits or services provided to a Service Area.

2.5 Designation of Special Common Areas. Until the expiration or termination of the Development Period, Declarant may designate, in a Notice of Applicability, a Tract Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development as Special Common Area, for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Tract Declaration, or other Recorded written notice designating such Special Common Area will identify the Lot(s), Condominium Unit(s) or portion(s) of the Development assigned to such Special Common Area and further indicate whether the Special Common Area designated therein is for the purpose of the exclusive use and the payment of Special Common Area Assessments by the Owner(s) thereof, or only for the purpose of paying Special Common

Area Assessments attributable thereto, but not also for exclusive use. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping, which may or may not be exclusively used by the Owners paying the attributable Special Common Area Assessments therefor. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots and/or Condominium Units to which the Special Common Area is assigned. During the Development Period, Declarant may Record a written instrument converting any previously designated Special Common Area, or any portion thereof, as Common Area.

ARTICLE 3

[DESERT MOUNTAIN 19] COMMUNITY ASSOCIATION, INC.

3.1 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of an Arizona non-profit corporation. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant. Unless expressly provided in the Documents, the Association acts through a Majority of the Board. Certain acts and activities of the Association and the Board must be approved by the Declarant during the Development Period. If Declarant approval is required, Declarant's approval must be evidenced in writing.

3.2 Neighborhoods. Declarant reserves the right, but has no obligation, to record a Designation of Neighborhood pursuant to *Section 9.6* to assign portions of the Development to a "Neighborhood." A Neighborhood may be comprised of any number of Lots and/or Condominium Units and may include Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Each Designation of Neighborhood shall initially assign the portion of the Development described therein to a specific Neighborhood which may then exist (being identified and described in a previously Recorded Notice of Applicability) or may be newly created. After a Designation of Neighborhood is Recorded, any and all portions of the Development which are not assigned to a specific Neighborhood shall constitute a single Neighborhood. During the Development Period, Declarant may Record an amendment to any previously Recorded Designation of Neighborhood to designate or change Neighborhood boundaries.

3.3 Membership.

3.3.1 Mandatory Membership. Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of

the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit.

3.3.2 Easement of Enjoyment – Common Area. Every Member shall have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements shall be appurtenant to and shall pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant, or the Declarant's designee, or with the advance written approval of the Declarant during the Development Period, the right of the Board, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's rights to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board, with Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to Governmental Entity;

(iv) The right of the Declarant, during the Development Period, and the Board, with Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) The right of the Declarant, during the Development Period, and the Board, with Declarant's advance written consent during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine.

3.3.3 Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Applicability, Tract Declaration, or other Recorded instrument, shall have a right and easement

of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement shall be appurtenant to and shall pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.3.2* and subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Applicability, Tract Declaration, or Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any Governmental Entity;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine.

3.4 Governance. As more specifically described in the Bylaws, the Board will consist of at least three (3) individuals elected at the annual meeting of the Association, or at a

special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Covenant to the contrary, until the expiration or termination of the Development Period, Declarant will be entitled to appoint and remove all members of the Board and officers of the Association. Declarant may terminate its right as to the appointment and removal of one or more or all the Board members by the Recordation of a termination notice executed by the Declarant. In the event Declarant terminates its right to appoint and remove less than all of the Board members, the Board positions to which the termination applies will be elected by the Members. Each Board member elected by the Members in accordance with the foregoing sentence will be elected for a term of one (1) year and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.

3.4.1 At such time as Declarant no longer has or terminated the right to appoint and remove any members of the Board as provided in this Section 3.4, the President of the Association will call a meeting of the Members of the Association where the Members will elect one (1) Director for a one (1) year term. Upon expiration of the term of a Director elected by the Members as provided herein, his or her successor will be elected by the Members for a term of two (2) years. A Director takes office upon the adjournment of the meeting of balloting at which he or she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed.

3.5 Voting Allocation. The number of votes which may be cast to elect members to the Board (except as provided by Section 3.4), and on all other matters the Members may vote on shall be calculated as set forth below.

3.5.1 Lot. Each Owner of a Lot or Condominium Unit shall be allocated one (1) vote for each Lot so owned. In the event of the re-subdivision of any Lot or Condominium Unit into two or more, as applicable: (i) the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such re-subdivision, e.g., each Lot Unit resulting from the re-subdivision shall be entitled to one (1) vote; and (ii) each Lot resulting from the re-subdivision shall be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, the voting rights and Assessments will continue to be determined according to the number of original Lots contained in such consolidated Lot. The Notice of Applicability may include a provision with an alternative assessment unit allocation with respect to any Condominium Unit. Nothing in this Covenant shall be construed as authorization for any re-subdivision or consolidation of Lots or Condominium Units, such actions being subject to the conditions and restrictions of the [Desert Mountain 19] Reviewer.

3.5.2 Declarant. In addition to the votes to which Declarant is entitled by reason of Section 3.5.1, for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this

Section 3.5.2 and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

3.5.3 Co-Owners. If there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event shall the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to this Section 3.5.3.

3.6 Optional Representative System of Voting. The Representative System of Voting shall only be established if the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration of the Development Period by Recorded written instrument.

3.6.1 Election of Initial Neighborhood Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots and Condominium Units within each Neighborhood shall elect a Neighborhood Delegate and an alternate Neighborhood Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in the Neighborhood on matters requiring a vote of the membership, except where this Covenant specifically requires the Owners or Members to cast their votes individually as more particularly described in the definition of "Neighborhood Delegate" in Article 1 of this Covenant. In the event that a quorum is not met to elect a Neighborhood Delegate and an alternate Neighborhood Delegate by the Owners of Lots and Condominium Units within each Neighborhood, during the Development Period, Declarant shall have the right to appoint a Neighborhood Delegate until the next election is held as provided in Section 3.6.3. Notwithstanding the foregoing or any provision to the contrary in this Covenant, as provided in Section 3.4, until the 10th anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board.

3.6.2 Term. The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a yearly basis (once every year), by electronic and absentee ballot without a meeting of Owners, or at a meeting of the Owners within each Neighborhood where written, electronic, proxy, and/or absentee ballots may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Neighborhood Delegate and the

alternate Neighborhood Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Neighborhood shall constitute a quorum at such meeting. In the event that a quorum is not met to elect a Neighborhood Delegate and an alternate Neighborhood Delegate by the Owners of Lots and Condominium Units within each Neighborhood, Declarant, during the Development Period, and the Board thereafter, shall have the right to appoint a Neighborhood Delegate and an alternate Neighborhood Delegate until the next election is held. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Neighborhood Delegate and alternate Neighborhood Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Neighborhoods to occur in close proximity to one another; provided, however, that the term of an existing Neighborhood Delegate and alternate Neighborhood Delegate shall not be extended for more than twelve (12) months. If the Neighborhood Delegate is removed in accordance with Section 3.6.6 below, the alternate Neighborhood Delegate shall automatically assume the obligations and duties of the Neighborhood Delegate and the serve the remainder of the Neighborhood Delegate's term, in which event either the Declarant during the Development Period, or the Board thereafter, shall appoint a new alternate Neighborhood Delegate.

3.6.3 Election Results. At any Neighborhood election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Neighborhood Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Neighborhood Delegate. The Neighborhood Delegate and alternate Neighborhood Delegate shall serve until his or her successor is elected or appointed.

3.6.4 Voting by the Neighborhood Delegate. The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, attends Association meetings and casts all votes allocated to Lots and Condominium Units in the Neighborhood that he or she represents on any matter as to which such Neighborhood Delegate is entitled to vote under this Covenant, including the election of Board members upon the expiration or termination of the Development Period. A Neighborhood Delegate may cast all votes allocated to Lots and Condominium Units in the Neighborhood in such delegate's discretion and may, but need not, poll the Owners of Lots and Condominium Units in the Neighborhood which he or she represents prior to voting.

3.6.5 Qualification. Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall be Owners of Lots or Condominium Units in the Neighborhood, spouses of such Owners, Occupants of the Neighborhood, or an entity representative where an Owner is an entity.

3.6.6 Removal. Any Neighborhood Delegate or alternate Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the

Neighborhood that the Neighborhood Delegate represents or by the Declarant, until the expiration or termination of the Development Period. If a Neighborhood Delegate is removed in accordance with the foregoing sentence, the alternate Neighborhood Delegate shall serve as the Neighborhood Delegate unless also removed.

3.6.7 Subordination to the Board. Neighborhood Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

3.6.8 Running for the Board. An Owner may not simultaneously hold the position of Neighborhood Delegate and be a member of the Board of Directors. In addition, if Neighborhood Delegates are established, a Neighborhood Delegate running for the Board shall resign their position prior to casting any vote for a member of the Board. In such event, the alternate Neighborhood Delegate shall serve out the rest of the term as the former Neighborhood Delegate, and another alternate Neighborhood Delegate shall be elected by the Owners or Members in the Neighborhood to serve out the term as the successor alternate Neighborhood Delegate.

3.7 Voting Groups. Declarant may designate voting groups consisting of one or more Neighborhoods for the purpose of electing members of the Board (the "**Voting Groups**"). The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Neighborhoods are able to elect the entire Board. Voting Groups may be established by the Declarant during the Development Period without regard to whether the Representative System of Voting has been implemented in accordance with Section 3.6 by the Declarant. If Voting Groups are established and the Representative System of Voting has been implemented, then a Neighborhood Delegate shall only vote on the slate of candidates assigned to the Neighborhood Delegate. If Voting Groups are established and the Representative System of Voting has not been implemented, then each Owner of a Lot or Condominium Unit shall only vote on the slate of candidates assigned to their Neighborhood.

3.7.1 Voting Group Designation. Declarant shall establish Voting Groups, if at all, by Recording a written instrument identifying the Neighborhoods within each Voting Group (the "**Voting Group Designation**"). The Voting Group Designation will assign the number of members of the Board which the Voting Group is entitled to exclusively elect.

3.7.2 Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time during the Development Period. After expiration or termination of the Development Period, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Neither Recordation nor amendment of such Voting Group Designation shall constitute an

amendment to this Covenant, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

3.7.3 Single Voting Group. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.8 Powers. The Association shall have the powers of an Arizona nonprofit corporation. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it under Applicable Law or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the following powers at all times:

3.8.1 Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. During the Development Period, the Declarant must approve Rules or policies the Board proposes, as well as the Bylaws and the Community Manual, and any modifications thereto.

3.8.2 Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

3.8.3 Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

3.8.4 Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in Article 5 below.

3.8.5 Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense the Association incurs in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein shall be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, shall be

deemed an Individual Assessment against such Lot or Condominium Unit, shall be secured by a lien upon such Lot or Condominium Unit, and shall be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not enter into, alter or demolish any Improvements on any Lot, or any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before the Association obtains either (i) a judicial order authorizing such action, or (ii) the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s). **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

3.8.6 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, including an annual financial audit, review or compilation of the Association to be completed no later than one hundred and eighty (180) days after the end of the Association's fiscal year to be made available upon request to the Members within thirty (3) days after completion.

3.8.7 Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area. During the Development Period, the Declarant must approve any grant or conveyance under this *Section 3.8.7*. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provisions of this Covenant.

3.8.8 Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate

the Association, including Common Area, Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees required under Arizona Revised Statutes § 33-1806 subject to the limitations set forth in such section, fees for Recording the Association notice required under Arizona Revised Statutes § 33-1807(I), or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

3.8.9 Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes.

3.8.10 Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

3.8.11 Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Declarant during the Development Period.

3.8.12 Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board shall determine, to operate and maintain the Development, any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, the Declarant must approve all Bulk Rate Contracts.

3.8.13 Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, the Declarant must approve all acquisitions and dispositions of the Association hereunder.

3.8.14 Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power

and authority granted under this *Section 3.8.14* shall not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

3.8.15 Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon as well as the use, maintenance, and enjoyment of the Lots and Condominium Units. During the Development Period, the Declarant must approve all Rules governing and limiting the use of the Common Area, Special Common Area, Service Area and any Improvements thereon.

3.9 Conveyance of Common Area and Special Common Area to the Association.
The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by the Declarant for the benefit of the Association. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area, as applicable, for the purpose of this Covenant and the Association shall have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Covenant, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, for the Development and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area or Special Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to,

business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Articles of Incorporation or Bylaws of the Association, the Association shall indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that such person: (a) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.11 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.12 Bulk Rate Contracts.

3.12.1 Without limitation on the generality of the Association powers set out in Section 3.8, the Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, the Declarant must approve all Bulk Rate Contracts.

3.12.2 The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or

Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association shall be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service shall be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.13 Community Services and Systems. The Declarant, or a designee of the Declarant, is specifically authorized, but not required, to install, provide, maintain or furnish, or to enter into contracts with other persons to install, provide, maintain or furnish, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/Internet/intranet services, and security monitoring) and utility services (e.g., electricity, solar, gas, water), and related components, including associated infrastructure, equipment, hardware, and software to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems may be located on Common Area or Special Common Area, and on or in any Improvements constructed upon the Common Area or Special Common Area, and an easement is herein reserved in favor of Declarant or its designee for the purpose of installing, operating, managing, maintaining, upgrading and modifying the Community Services and Systems. In the event the Declarant, or a designee of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or designee of the Declarant, may enter into an agreement with the Association with respect to such services. In the event Declarant, or any designee of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant or the designee of the Declarant may assign any or all of the rights or obligations of the Declarant or the designee of the Declarant under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or

modifications to the Community Services and Systems as the Declarant or its designee determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. The Declarant and the Association, or any of their respective affiliates, directors, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

3.14 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots, Condominium Units or any portion of the Property owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless the Declarant agrees otherwise in advance and in writing, the Board shall be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.15 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as such term is defined in Section 11.1.2 below, relating to the design or construction of Improvements on a Lot. This Section 3.15 may not be amended or modified without the written and acknowledged consent of the Declarant and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of a Recorded amendment instrument.

ARTICLE 4 INSURANCE AND RESTORATION

4.1 Insurance. Each Owner shall be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association shall not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies shall be a common expense the Association will include in the Assessments levied. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.2 Restoration Requirements. In the event of any fire or other casualty, unless otherwise approved by the [Desert Mountain 19] Reviewer, the Owner shall: (i) promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within sixty (60) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement, removal, or clean-up, and such Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed under Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) shall be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot or Condominium Unit shall be secured by the liens reserved in this Covenant for Assessments and may be collected by any means provided in this Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot or Condominium Unit. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.3 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure the Association repairs, restores, replaces or cleans up pursuant to the rights granted under this Article, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5 COVENANT FOR ASSESSMENTS

5.1 Assessments.

5.1.1 Established by Board. The Board shall levy Assessments pursuant to the provisions of this Article against each Lot and Condominium Unit in such amounts as the Board shall determine pursuant to Section 5.9. The Board shall determine the total amount of Assessments in accordance with the terms of this Article.

5.1.2 Personal Obligation Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, shall be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, shall be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Tract shall collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association shall promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

5.1.3 Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy the Declarant pays to the Association may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year shall not obligate Declarant to continue payment of a subsidy to the Association in future years.

5.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Covenant. The funds of the Association may be used for any purpose authorized under the Documents and Applicable Law.

5.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("**Regular Assessments**") which sets forth: (a) an estimate of expenses the Association will incur during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, but excluding (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. The Board will give due consideration to any expected income and any surplus from the prior year's fund in order to determine the amounts to be levied against the Members to pay such expenses as Regular Assessments. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding, so long as made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association in accordance with any of the following: (i) at the beginning of the fiscal year, (ii) during the fiscal year in equal monthly installments on or before the first day of each month, or (iv) in such other manner as the Board may designate in its sole and absolute discretion. Notwithstanding the foregoing, the Board shall not impose a Regular Assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's Assessment without the approval of the Majority of the Members of the Association.

5.4 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above,

the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment the Association levies for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments the Association levies for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.5 Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by an Owner, the Association may at any time and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.6 Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated (a) equally among Lots or Condominium Units within the Service Area, (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area, or (c) based on the benefit received among all Lots and Condominium Units in the Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

5.7 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "Individual Assessment") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles;

(vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (viii) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; and (x) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are paid by each Lot or Condominium Unit according to benefit received.

5.8 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and the Board thereafter. The working capital assessment hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such working capital assessment need not be uniform among all Lots or Condominium Units, and the Declarant or the Board, as applicable, is expressly authorized to establish working capital assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The working capital assessment may be used to discharge operating expenses or capital expenses, as determined from time to time by the Board. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who is a Homebuilder or a Residential Developer will not be subject to the working capital assessment. In the event of any dispute regarding the application of the working capital assessment to a particular Owner, Declarant, until expiration or termination of the Development Period, will determine application of an exemption in its sole and absolute discretion. The working capital assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.9 Amount of Assessment.

5.9.1 Assessments to be Levied. The Board shall levy Assessments against each Assessment Unit (defined in *Section 5.9.2*). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.3* and *Section 5.4* shall be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.5* shall be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified a Special Common Area. Service Area Assessments levied pursuant to *Section 5.6* shall be levied (i) equally, (ii) based on Assessment Units allocated to the Lots and/or Condominium Units within the Service Area, or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area that has been included in the Service Area to which such Service Area Assessment relates.

5.9.2 Assessment Unit. Each Lot or Condominium Unit shall constitute one "Assessment Unit" unless otherwise provided in *Section 5.9.3*.

5.9.3 Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Lot or Condominium Unit. An allocation of more than one Assessment Unit to a Lot or Condominium Unit must be made in a Notice of Applicability or in a Tract Declaration for the Development in which the Lot or Condominium Unit is located. Declarant's determination regarding the number of Assessment Units applicable to a Lot or Condominium Unit pursuant to this *Section 5.9.3* shall be final, binding and conclusive.

5.9.4 Declarant Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments shall be levied upon Lots or Condominium Units owned by Declarant.

5.9.5 Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this *Section 5.9.5*, the duration of the delay or the amount of the reduction shall be set forth in a Recorded instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by Recording a replacement instrument. Declarant or the Board may also exempt from Assessments any portion of the Development which is dedicated to and accepted by a Governmental Entity.

5.10 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at

any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) shall be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge shall never exceed the maximum charge permitted under Applicable Law. Notwithstanding the foregoing to the contrary, the amount of any late charge imposed is limited to the greater of fifteen dollars (\$15.00) or ten percent (10%) of the amount of the unpaid Assessment.

5.11 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit shall be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of twelve percent (12%) per annum, together with all costs and expenses of collection, including reasonable attorney's fees.

5.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees, as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.1.2* above, and shall bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against such Lot or Condominium Unit, except only for: (i) tax or governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien provided that, in the case of *subparagraph (ii)* above, such Mortgage was Recorded before the delinquent Assessment was due; and (iv) the seller's interest in a first contract for sale pursuant to Arizona Revised Statutes §33-741, *et seq.* The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board, and such subordination may be signed by a Board member or officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and shall be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant shall be deemed

conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder, so long as the amounts to be foreclosed exclude fees, charges, late charges (other than charges for the late payment of Assessments), monetary penalties and interest charged pursuant to Arizona Revised Statutes § 33-108 (the "Excluded Amounts"). The Association may assert a lien for any Excluded Amounts upon the entry of a judgment in a civil suit from a court of competent jurisdiction and the recording of such judgment in the Official Records of Maricopa County, Arizona. Such lien asserted for Excluded Amounts is effective only upon conveyance of the applicable Owner's Lot, and may not be foreclosed upon. The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien; provided, however, that any foreclosure proceeding shall not be initiated by the Association until such time as an Owner is delinquent in the payment of the Assessment amounts secured by the lien, excluding reasonable collection fees, reasonable attorneys' fees and charges for late payment of, and costs incurred as a result of, such unpaid Assessments, for a period of one (1) year or in the amount of at least one thousand two hundred dollars (\$1,200.00), whichever occurs first. In any foreclosure proceeding, such Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee within ten (10) days of such request any unpaid Assessments. The lien hereunder shall not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale shall be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence shall not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this Section 5.12, the Association shall upon the request of the Owner, and at such Owner's cost, execute an instrument releasing the lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release must be signed by an authorized officer of the Association and Recorded. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit shall not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner shall pay such amounts to the Association out of

the sales price of the Lot or Condominium Unit, and such sums shall be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Arizona or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit shall remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party.

5.13 Exempt Property. The following area within the Development shall be exempt from the Assessments provided for in this Article:

- (i) All area dedicated and accepted by a Governmental Entity;
- (ii) The Common Area and the Special Common Area; and
- (iii) Any portion of the Development owned by Declarant.

No portion of the Property shall be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) shall be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the Recording of a Notice of Applicability in accordance with *Section 9.5*.

5.14 Fines and Damages Assessment.

5.14.1 Board Assessment. The Board may assess fines against an Owner for violations of the Documents committed by such Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in the Community Manual. Any fine and/or charge for damage levied in accordance with this Section 5.14 shall be considered an Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area or any Improvements caused by the Owner, the Occupant or their guests, agents, or invitees. The Manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines. Notwithstanding the foregoing, the amount of any charges imposed for the late payment of a fine is limited to the greater of fifteen dollars (\$15.00) or ten percent (10%) of the amount of the unpaid fine.

(i) Procedure. The procedure for assessment of fines and damage charges will be as follows. Before levying a fine or damage charge, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association shall send a written violation notice to the Owner containing the following information:

- (A) the date the violation notice is prepared or mailed;
- (B) a description of the violation, including the date of the violation or the date the violation was observed and the first and last name of the person or persons who observed the violation;
- (C) a reference to the rule or provision that is being violated;
- (D) a description of the action required to cure the violation;
- (E) the timeframe in which the violation is required to be cured;
- (F) the amount of the fine;
- (G) the date the fine attaches or begins accruing; and
- (H) a statement that not later than the tenth (10th) business day after the date the Owner receives the violation notice, the Owner may provide the Association with a written response via certified mail to the

address contained in the violation notice or the address set forth in the Association notice Recorded in the Official Records of Maricopa County.

Within ten (10) business days after receipt of the certified mail containing the response from the Owner, the Association shall respond to the Owner with a written explanation regarding the notice and provide the Association's position in regard to the violation based upon the Owner's response thereto and whether the Association shall be imposing the fine or damage charge as a result thereof. At any time before or after completion of the exchange of information pursuant to this subsection (a), the Owner may petition for a hearing pursuant to Arizona Revised Statutes § 41-2198.01, if the dispute is within the jurisdiction of the department of fire, building and life safety as prescribed in Arizona Revised Statutes § 41-2198.01(B). Otherwise, the fine or damage charge will be due and owing hereunder.

5.14.2 Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.12*.

5.15 Suspension of Voting Rights. In addition to any and all remedies set forth in this *Article 5*, if any Owner fails to pay any Assessment or other amounts due under the restrictions set out in the Documents within thirty (30) days after such payment is due or if the Owner violates any other provision of the restrictions set out in the Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of such violation, the Board shall have the right to suspend such Owner's right to vote until such time as all Assessments and payments, including interest, late charges, fines and attorney's fees, are paid in full or until all violations are cured or the Owner is otherwise deemed in compliance of the restrictions set out in the Documents in the sole discretion of the Board or the [Desert Mountain 19] Reviewer, as applicable.

5.16 Homestead Waiver. To the extent permitted by law, each Owner hereby waives the benefit of any homestead or exemption laws of the State of Arizona now in effect, or in effect from time to time hereafter, to the extent of any liens created pursuant to the Documents, whether such liens are now in existence or are created at any time in the future.

ARTICLE 6 [DESERT MOUNTAIN 19] REVIEWER

6.1 Architectural Control By Declarant. During the Development Period, none of the Association, the Board, or any committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the [Desert Mountain 19] Reviewer for Improvements is

Declarant or its designee. No Improvement the Declarant constructs or causes to be constructed shall be subject to the terms and provisions of this Article or approval by the [Desert Mountain 19] Reviewer.

6.1.1 Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements shall be started or progressed without the prior written approval of the [Desert Mountain 19] Reviewer, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

6.1.2 Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation shall be in writing and shall specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated until expiration of twenty-four (24) months after the expiration of the Development Period; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.2 Architectural Control by Association. Until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "ACC") shall assume jurisdiction over architectural control and shall have the powers of the [Desert Mountain 19] Reviewer hereunder.

6.2.1 ACC. The ACC shall consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC shall be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

6.2.2 Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.2.3 Release. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE DECLARANT, THE [DESERT MOUNTAIN 19] REVIEWER, ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE [DESERT MOUNTAIN 19] REVIEWER'S ACTS OR ACTIVITIES UNDER THIS COVENANT.

6.3 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the [Desert Mountain 19] Reviewer. The [Desert Mountain 19] Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Development. Unless otherwise provided in the Design Guidelines, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

6.4 Architectural Approval.

6.4.1 Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, shall be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the [Desert Mountain 19] Reviewer together, with any review fee which is imposed by the [Desert Mountain 19] Reviewer in accordance with *Section 6.4.2*. No plat, re-subdivision or consolidation shall be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the [Desert Mountain 19] Reviewer. The [Desert Mountain 19] Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the [Desert Mountain 19] Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished

grade elevation. The [Desert Mountain 19] Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the [Desert Mountain 19] Reviewer, in its sole discretion, may require. Site plans must be approved by the [Desert Mountain 19] Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The [Desert Mountain 19] Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the [Desert Mountain 19] Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the [Desert Mountain 19] Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

6.4.2 Design Guidelines. The [Desert Mountain 19] Reviewer shall have the power, from time to time, to adopt, amend, modify, revoke, or supplement the Design Guidelines which may apply to all or any portion of the Development. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Covenant, the terms and provisions of this Covenant shall control. In addition, the [Desert Mountain 19] Reviewer shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Covenant. Such charges shall be held by the [Desert Mountain 19] Reviewer and used to defray the administrative expenses and any other costs incurred by the [Desert Mountain 19] Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the [Desert Mountain 19] Reviewer shall be distributed to the Association at the end of each calendar year. The [Desert Mountain 19] Reviewer shall not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, is assembled and submitted to the [Desert Mountain 19] Reviewer. The [Desert Mountain 19] Reviewer shall have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

6.4.3 Failure to Act. In the event that any plans and specifications are submitted to the [Desert Mountain 19] Reviewer as provided herein, and the [Desert Mountain 19] Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications shall be deemed disapproved.

6.4.4 Variances. The [Desert Mountain 19] Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the [Desert Mountain 19] Reviewer, in its sole and absolute discretion, such variance is justified by specific

circumstances of a particular case. All variances shall be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, or otherwise by a Majority of the members of the ACC. Each variance shall also be Recorded; provided, however, that failure to Record a variance shall not affect the validity thereof or give rise to any claim or cause of action against the [Desert Mountain 19] Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

6.4.5 Duration of Approval. The approval of the [Desert Mountain 19] Reviewer of any final plans and specifications, and any variances granted by the [Desert Mountain 19] Reviewer shall be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the [Desert Mountain 19] Reviewer, in its sole and absolute discretion, the Owner shall be required to resubmit such final plans and specifications or request for a variance to the [Desert Mountain 19] Reviewer, and the [Desert Mountain 19] Reviewer shall have the authority to re-evaluate such plans and specifications in accordance with this Section 6.4.5 and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

6.4.6 No Waiver of Future Approvals. The approval of the [Desert Mountain 19] Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the [Desert Mountain 19] Reviewer shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the [Desert Mountain 19] Reviewer.

6.4.7 Bonds and Deposits. The [Desert Mountain 19] Reviewer shall have the power and authority to require a fully-refundable construction deposit or bond to ensure compliance with the Documents, the approved plans, and to protect the [Desert Mountain 19] Reviewer against damage to the Common Areas or Special Common Areas. The amount of the deposit shall be determined from time to time by the (i) Board of Directors with Declarant consent or Declarant during the Development Period, or (ii) the Board of Directors thereafter. Such deposit shall be payable by the Owner at the time the applications and submittals for approval are submitted to the [Desert Mountain 19] Reviewer. When the applicable improvements are complete, such Owner shall be eligible for refund of all or a portion of the

deposit, without any interest thereon, upon written request to the [Desert Mountain 19] Reviewer and after [Desert Mountain 19] Reviewer has confirmed that all improvements have been completed in accordance with the plans or specifications approved by the [Desert Mountain 19] Reviewer. The Owner shall have no right to demand return of the deposit and the [Desert Mountain 19] Reviewer shall have no obligation to pay over the deposit until thirty (30) days after the [Desert Mountain 19] Reviewer has issued its final construction approval in writing. All or a portion of the deposit may be withheld for any of the following purposes: (a) to repair any Common Area or Special Common Area damaged or destroyed by the Owner, its agents or contractors; (b) for additional costs and fees incurred by [Desert Mountain 19] Reviewer due to incomplete or non-compliant improvements (including without limitation, follow-up inspections); (c) to pay for fines levied for violations related to the improvements covered by the deposit; and (d) to pay for fines levied for violations committed by vendors or contractors providing goods or services during the course of construction of the improvements. The Association's costs of repairing any Common Areas or Special Common Areas beyond the construction deposit or bond amount shall be paid by the Owner upon demand from the Association and any sum not paid by such Owner may be treated as an Individual Assessment, subject to lien, and collected in like manner as Assessments levied pursuant to this Covenant.

ARTICLE 7 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Covenant and the Bylaws of the Association.

7.1 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates (thereby becoming an "Eligible Mortgage Holder")), shall be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.2 Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

7.3 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law shall relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8 EASEMENTS

8.1 Right of Ingress and Egress. Declarant, its agents, employees, successors, and assigns shall have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read, meters, service or repair lines and equipment, and to do any work necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any Lots or Condominium Units within the Development. Neither the Association, nor any Owner, shall have any interest therein. Such services may be provided either: (i) directly through the Association and paid for as part of the Assessments; or (ii) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives such services or the Association. The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in the Community Services and Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of the Community Services and Systems shall be entitled to any refund, rebate, discount or offset in applicable fees, for any

interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.2 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.3 Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (iii) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this Section. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.4 Entry and Fencing Easement. Declarant reserves for itself and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of (i) fencing which serve either the Development or an individual Lot, and (ii) subdivision entry facilities which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.5 Landscape, Monumentation and Signage Easement. Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time

to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.6 Easement for Special Events. The Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

8.7 Shared Amenities Reciprocal Easements. Certain portions of real property located near the Property, including but not limited to, the Golf Club Facilities (the "**Other Development**") may be developed and made subject to a separate covenants or rules and governed by a separate property owners association or owner including, but not limited to, the Club, which in turn may share certain amenities, including drainage improvements, signage, monumentation, open space and landscaping (the "**Shared Amenities**") with the Association. Declarant reserves the right to grant and convey easements to the owner(s) of the Other Development, any property owners' association or other similar entity responsible for the Shared Amenities (each an "**Other Party**") over and across Common Area, Special Common Area, or any portion of the Development which may be necessary or required to utilize and/or maintain the Shared Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or owner(s) thereof. Declarant reserves the right to (i) grant any Other Party the right to access and/or use the Shared Amenities, as applicable, located within the Development; (ii) obligate any Other Party to participate in performing the maintenance of the Shared Amenities located within the Development; (iii) require any Other Party to share in the expenses associated with the use and maintenance of the Shared Amenities; and (iv) enter into with any Other Party or cause any Other Party to enter into a shared amenity and cost allocation agreement (the "**SACA**"), to govern the rights and responsibilities of both the Association and the Other Party in regard to use and maintenance of the Shared Amenities, to allocate costs for the operation, maintenance and reserves for the Shared Amenities and to grant reciprocal easements for access and use of the Shared Amenities. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under the SACA to the Association as an Assessment to be levied and secured by a continuing

lien on the Lot or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 5* of this Covenant.

8.8 Solar Equipment Easement. Declarant hereby reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over and across the Development for the installation, maintenance, repair or replacement of a rooftop solar electric generating system designed to deliver electric power to a particular residence built on a Lot or Common Area. Declarant will have the right, from time to time, to Record a written notice which identifies the solar equipment to which the easement reserved hereunder applies. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party.

8.9 Cellular Tower and Telecommunications Easement. Declarant hereby grants and reserves for itself and its assigns, an exclusive, perpetual and irrevocable easement, license and right to use any portion of the Common Area or Special Common Area, or any portion of the Property or the Development which Declarant intends to designate as Common Area or Special Common Area (the "CTT Easement Area") for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of CTT Equipment. Declarant or its assignee will have the right, from time to time, but no obligation, to Record a written notice which identifies the portion of the Common Area or Special Common Area to which the CTT Easement Area pertains, and Declarant, or its assignee, may fence, install landscaping, or otherwise install improvements restricting access to the CTT Easement Area identified in such Recorded instrument. Neither the Association, nor any Owner other than the Declarant or its assignee hereunder, may use the CTT Easement Area in any manner which interferes with operation of the CTT Equipment. Declarant hereby reserves for itself and its assigns the right to use, sell, lease or assign all or any portion of the CTT Easement Area, for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of the CTT Equipment. In addition, Declarant hereby reserves for itself and its assigns a non-exclusive, perpetual and irrevocable easement over the Property and the Development for access to and from the CTT Easement Area and to construct, install, use, maintain, repair, replace, improve, remove, and operate, or allow others to do the same, any utility lines servicing the CTT Equipment. Declarant also reserves for itself and its assigns the right to select and contract with any third-party for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of the CTT Equipment and to provide any telecommunication, cellular, video or digital service associated therewith. Declarant shall have and hereby reserves for itself and its assigns the sole and exclusive right to collect and retain any and all income and/or proceeds received from or in connection with use or services provided by the CTT Equipment and the rights described in this *Section 8.9*. The rights reserved to Declarant under this *Section 8.9* shall benefit only Declarant and its assigns, and no other Owner or successor-in-title to any portion of the Property or the Development shall have any rights to income derived from or in connection with the rights and easements granted in this *Section 8.9*, except as expressly approved in writing by Declarant. **EACH**

OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE DECLARANT AND ITS ASSIGNS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF ANY ACTS, ACTIONS OR ACTIVITIES PERMITTED BY DECLARANT ITS ASSIGNS UNDER THIS SECTION 8.9 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE. The provisions of this Section 8.9 shall not be amended without the written and acknowledged consent of Declarant or the assignee of all or any portion of Declarant's rights hereunder.

8.10 Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of the Documents, each Owner, by accepting a deed to a Lot or Condominium Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Lot or Condominium Unit, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot or Condominium Unit, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of the Documents. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party.

8.11 Club Easement. By recordation of this Declaration, Declarant does hereby reserve for the Club a perpetual, alienable and transferable easement over, across and upon each and every Lot, Condominium Unit and the Common Area and Special Common Area for the purpose of doing every act necessary and appropriate to the use and enjoyment of the Golf Club Facilities (the "Club Easement"), which shall include the recovery of golf balls from any Lot or Condominium Unit, the flight of golf balls over and upon any Lot or Condominium Unit, the noise level created by the playing of golf, golf tournaments, and Club functions and parties, and the activities associated with the operation and maintenance of the Golf Club Facilities. Such Club Easement shall specifically constitute a part of the Golf Club Facilities.

8.11.1 Without limiting the foregoing, the Club Easement rights include the following:

(i) The Club shall have an unrestricted easement of access over the Property for the purpose of retrieving golf balls from bodies of water, other than swimming pools, lying reasonably within range of golf balls hit from the Golf Club Facilities. All golf balls within such bodies of water not immediately retrieved by the owner of such golf balls shall be the property of the Club.

(ii) The Club shall have a perpetual, nonexclusive easement over, under and upon each and every Lot, Condominium Unit, Common Area, and Special Common Area (but not through any structures thereon) for the purpose of installation, operation, service, repair, replacement, enhancement and maintenance of the Golf Club Facilities, including the installation of recreational and other facilities on the Golf Club Facilities and the use of usual and common equipment for irrigation, maintenance and landscaping thereof. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot and/or Condominium Unit for the purpose of planting grass, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees from the Golf Club Facilities.

(iii) The Club shall have a perpetual, nonexclusive easement over, under and upon the Property to provide for (a) installation, service, repair and maintenance of the equipment and lines required to provide utility services to the Golf Club Facilities, including power, lights, telephone, cable television, telecommunications, gas, water, sewer, irrigation and drainage, and (b) governmental services, including police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

(iv) The Club shall have a perpetual, nonexclusive easement for drainage and flowage of Property waters over, under and upon the Property, including the Lots, Condominium Units and the Common Area, and Special Common Area including reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair drainage facilities, culverts, swales, pumps, canals, electrical boxes, flowage pipes and irrigation pipes. Additionally, the Club shall have a perpetual, nonexclusive easement for drainage, stormwater collection, retention and detention over, upon and within the Property and all drainage and stormwater facilities serving the Property, and use of all drainage and storm water easements shown on each Plat or otherwise reserved, declared or created pursuant to this Covenant. Notwithstanding anything herein contained to the contrary, all such easements granted pursuant to this Section shall be consistent and in accordance with the plans on file with or approved by Yavapai County or the Town.

(v) The Club Parties (regardless of whether such persons are Owners hereunder) shall at all times have a perpetual, nonexclusive, unrestricted easement for pedestrian, vehicular, golf cart, construction, service and maintenance vehicle traffic for access and use over, alongside and through all streets, roadways, paths, and entry and exit gates located within the Property reasonably necessary to travel to and from each entrance and exit to the Property, from, to and between Golf Club Facilities, respectively. Without limiting the generality of the foregoing, the Club Parties shall have the right to enter and exit the Property through the entry and exit gates located within the Property, to use the pedestrian and golf cart paths located throughout the Property, and to park their vehicles on and alongside the streets and roadways located within the Property, seven (7) days a week and fifty-two (52) weeks a year, including all holidays, at reasonable times before, during and after the operating hours of the Club, tournaments on the Golf Club Facilities, and various other functions and parties held at the Golf Club Facilities (collectively referred to as the “**Club Access Times**”). To assure the Club Parties’ ability to exercise their rights under this subsection, the Association shall have the obligation to staff and operate any entry and exit gates located within the Property during the Club Access Times, which staffing obligation shall be a common expense of the Association.

8.11.2 The Club shall have an unrestricted easement for errant golf balls, projectiles, Property waters, grass cuttings, landscape clippings, herbicides, pesticides and fertilizer that enter upon the Property, including each of the Lots, Condominium Units, Common Area, and Benefited Common Area from the Golf Course (the “**Golf Projectile Easement**”).

8.11.3 UNDER NO CIRCUMSTANCES SHALL DECLARANT, THE CLUB PARTIES, THE ASSOCIATION AND ANY SUCCESSOR IN INTEREST TO THE FOREGOING BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RESULTING FROM THE EXERCISE OF THE CLUB ENCROACHMENT EASEMENT, THE CLUB EASEMENT, AND THE GOLF PROJECTILE EASEMENT.

8.11.4 Notwithstanding that one or more lakes or other retention areas constructed on the Golf Club Facilities may be constructed for the sole purpose of retaining and providing irrigation water for the Common Area, Club shall have a perpetual, nonexclusive easement to access and use any and all of the lakes and other retention areas located on the Golf Club Facilities for the purpose of withdrawing water for irrigation, construction and maintenance of the Golf Club Facilities with the result that the water levels in the lakes and retention areas may from time to time fluctuate upwards and downwards. Each Owner acknowledges that no representation has been made by Declarant and the Club Parties regarding the establishment or maintenance of any particular water level in any portion of the

lakes and other retention areas and that Club has the above rights. Each Owner agrees not to commence any cause of action or other proceeding involving the Club based on the exercise of such right or otherwise interfere therewith or based upon water levels. In the event there are insufficient water levels within the lakes and other retention areas located within the Golf Club Facilities to provide the necessary irrigation needs of the Golf Club Facilities and Common Area, subject to applicable governmental permits and requirements, the Golf Club Facilities shall have first priority of irrigation use of water from the lakes and retention areas, followed by the Common Area, Benefited Common Area, and other areas which the Association maintains that are not a part of the Golf Club Facilities.

ARTICLE 9 DEVELOPMENT RIGHTS

9.1 **Development.** It is contemplated that the Development shall be developed pursuant to a plan, which, from time to time, the Declarant may amend or modify in its sole and absolute discretion. Declarant reserves the right, but shall not be obligated, to designate Tracts, and to create and/or designate Lots, Condominium Units, Neighborhoods, Voting Groups, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Tract Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Tract Declaration may provide its own procedure for the amendment thereof.

9.2 **Special Declarant Rights.** Notwithstanding any provision of this Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots, including the Common Area and Special Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.3 **Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land shall be considered part of the Property for purposes of this Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of Section 9.5, such added lands shall be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant shall be the same with respect to such added land as with respect to the lands originally covered by this Covenant. Such added land need not be contiguous to the Property. To add lands to the Property, Declarant shall be required only to Record, a notice of addition of land (which notice

may be contained within any Tract Declaration affecting such land) containing the following provisions:

(i) A reference to this Covenant, which reference shall state the document number or volume and page wherein this Covenant is Recorded;

(ii) A statement that such land shall be considered Property for purposes of this Covenant, and that upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.5* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant shall apply to the added land; and

(iii) A legal description of the added land.

9.4 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Covenant and the covenants conditions, restrictions and obligations set forth herein shall no longer apply to the portion of the Development withdrawn. To withdraw lands from the Property or the Development hereunder, Declarant shall be required only to Record a notice of withdrawal of land containing the following provisions:

(i) A reference to this Covenant, which reference shall state the document number or volume and page number wherein this Covenant is Recorded;

(ii) A statement that the provisions of this Covenant shall no longer apply to the withdrawn land; and

(iii) A legal description of the withdrawn land.

9.5 Notice of Applicability. Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Covenant and any applicable Tract Declaration. This Covenant and any applicable Tract Declaration shall apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability describing such applicable portion of the Property by a legally sufficient description and expressly providing that such Property shall be considered a part of the Development and shall be subject to the terms, covenants conditions, restrictions and obligations of this Covenant and any applicable Tract Declaration. To be effective, a Notice of Applicability must be executed by Declarant, and the property included in the Notice of Applicability need not be owned by the Declarant if included within the Property. Declarant

may also cause a Notice of Applicability to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any Tract Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Tract Declaration, which shall apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant shall be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

(i) A reference to this Covenant, which reference shall state the document number or volume and page number wherein this Covenant is Recorded;

(ii) A reference, if applicable, to the Recorded Tract Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Tract Declaration which shall apply to such portion of the Property);

(iii) A statement that all of the provisions of this Covenant shall apply to such portion of the Property;

(iv) A legal description of such portion of the Property; and

(v) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.

9.6 Designation of Neighborhood. Declarant may, at any time and from time to time, file a designation of neighborhood (a "**Designation of Neighborhood**") assigning portions of the Property to a specific Neighborhood. Upon the filing of a Designation of Neighborhood, such land will be considered part of the Neighborhood so designated. To assign portions of the Property to a specific Neighborhood, Declarant will be required only to Record a Designation of Neighborhood containing the following provisions:

(i) A reference to this Covenant, which reference will state the document number or volume and initial page number where this Covenant is Recorded;

(ii) An identification of the Neighborhood applicable to such portion of the Property and a statement that such land will be considered part of such Neighborhood for purposes of this Covenant; and

(iii) A legal description of the designated land.

9.7 Assignment of Declarant's Rights. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

9.8 Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a notice of plat recordation (a "Notice of Plat Recordation"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Covenant (without the necessity of complying with the withdrawal provisions set forth in this Section). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Covenant.

ARTICLE 10
GENERAL PROVISIONS

10.1 Term. Upon the Recording of a Notice of Applicability pursuant to *Section 9.5*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant shall run with and bind the portion of the Property described in such notice, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2089, after which time this Covenant shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 10.1*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 10.1* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

10.2 Eminent Domain. In the event it becomes necessary for any Governmental Entity to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such Governmental Entity for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.3 Amendment. This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total

number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 10.3*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

10.4 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.**

10.5 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.6 Higher Authority. The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.7 Severability. If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.8 Conflicts. If there is any conflict between the provisions of this Covenant, the Articles of Incorporation, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Tract Declaration, the provisions of this Covenant shall govern.

10.9 Gender. Whenever the context so requires, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

10.10 Acceptance by Grantees. Each grantee of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

10.11 Damage and Destruction.

10.11.1 Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this Section 10.11, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

10.11.2 Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area shall be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available.

10.11.3 Restoration. In the event that the Board should determine that the damage or destruction of the Common Area or Special Common Area shall not be repaired and does not authorize alternative Improvements, then the Association shall restore the affected portion of the Common Area or Special Common Area to its natural state and maintain it as an undeveloped portion of the Common Area in a neat and attractive condition.

10.11.4 Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient

to defray the cost of such repair or restoration, the Board shall levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

10.11.5 Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board shall levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

10.11.6 Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments shall be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.11.7 Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments shall be allocated based on Assessment Units and shall be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.12 No Partition. Except as may be permitted in this Covenant or amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof shall be permitted, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.4* above. This *Section 10.12* shall not be construed to prohibit: (i) the Board from acquiring and disposing of tangible personal property; (ii) the Board from acquiring title to real property that may or may not be subject to this Covenant; nor (iii) or affect the creation of a condominium regime in accordance with the Arizona Condominium Act codified in Section 33-1201 *et seq.* of the Arizona Revised Statutes.

10.13 View Impairment. Neither the Declarant, the [Desert Mountain 19] Reviewer, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development shall be preserved without impairment. The Association (with respect to any Common Area or Special Common Area) shall have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air. Any view that exists at any point in time for a Lot or Condominium Unit may be impaired or obstructed by further construction within or outside the Property, including by

construction of Improvements by Declarant or the Club, construction by third parties (including Owners and Occupants) and by the natural growth of landscaping. No third party, including any broker, salesperson or Owner, has any right to bind Declarant, the Association or the Club with respect to preservation of any view from any Lot or Condominium Unit or any view of a Lot or Condominium Unit from any other property. The Declarant, the [Desert Mountain 19] Reviewer and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping.

10.14 Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, none of the Association, the Declarant, or any of their Directors, employees, or agents, shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken shall in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board, employees, agents, and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

10.15 Facilities Open to the Public. Certain facilities and areas within the Property shall be open for the use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

10.16 No Express or Implied Covenants or Restrictions. Nothing in this Covenant shall create, or be deemed to create, any express or implied covenants or restrictions with respect to any real property not added hereto in the manner provided in *Section 9.3*, including but not limited to, the Golf Club Facilities.

10.17 Notices. Any notice permitted or required to be given to any person by this Covenant shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid; (b) by delivering same in person to the intended

addressee; (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee; or (d) by prepaid telegram, telex, electronic mail, or facsimile to the addressee and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective when received at the office or designated place or machine/equipment of the intended addressee. For purposes of notice the address of each Owner shall be the address of the Lot or Condominium Unit or such other address as provided by the Owner to the Association, and the address of each Mortgagee shall be the address provided to the Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Association.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Agreement to Encourage Resolution of Disputes without Litigation.

11.1.1 Bound Parties. Declarant, the Association and its officers, directors, and committee members, Owners and all other parties subject to this Covenant ("**Bound Party**", or collectively, the "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Development without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in *Section 11.1.2*, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in *Section 11.2* in a good faith effort to resolve such Claim.

11.1.2 Claim(s). As used in this Article, the term "**Claim**" or "**Claims**" will refer to any claim, grievance or dispute arising out of or relating to:

- (i) Claim relating to the rights and/or duties of Declarant under the Documents; or
- (ii) Claims against the Declarant relating to the design or construction of Improvements on the Common Areas or Lots.

11.2 Claims Process. In the event the Association or an Owner asserts a Claim, as a precondition to providing the Notice defined in *Section 11.3*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Association or an Owner, as applicable, must:

11.2.1 Independent Report on the Condition. Obtain an independent third-party report (the "**Condition Report**") from a licensed professional engineer which: (a) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (b) describes any modification, maintenance, or repairs to the Improvements performed by the Owner(s) and/or the Association; (c) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this *Section 11.2.1*, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or an Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or an Owner in the Claim. As a precondition to providing the Notice described in *Section 11.3*, the Association or Owner must provide at least ten (10) days prior written notice of the inspection to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Condition Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Condition Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.3*, the Association or Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct any condition identified in the Condition Report.

11.2.2 Claims by Association - Owner Meeting and Approval. If the Claim is brought by the Association, obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to provide the Notice described in *Section 11.3*, initiate the mandatory dispute resolution procedures set forth in this *Article 11*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (a) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (b) a copy of the Condition Report; (c) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the "**Engagement Letter**"); (d) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not to proceed with the Claim; (e) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (f) an estimate of the impact on the value of each Lot and Improvements if the Claim is prosecuted and an estimate of the impact on the value of each Lot and Improvements after resolution of the Claim; (g) an estimate of the impact on the marketability of each Lot and Improvements if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot and Improvements during and after resolution of the Claim; (h) the manner in which the Association proposes to fund the

cost of prosecuting the Claim; (i) the impact on the finances of the Association, including the impact on present and projected reserves; and (j) any demands, notices, offers to settle or responses to offers to settle made either by the Association or a Respondent. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.3*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

11.3 Notice. The Bound Party asserting a Claim (“**Claimant**”) against another Bound Party (“**Respondent**”) must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (b) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this *Section 11.3*. For Claims governed by Title 33, Chapter 18 of the Arizona Revised Statutes, the time period for negotiation in *Section 11.4* below, is equivalent to the sixty (60) day period under Section 12-363 of the Arizona Revised Statutes. Failure to comply with the time periods or actions specified in Section 12-363 of the Arizona Revised Statutes could affect a Claim if the Claim is subject to Title 33, Chapter 18 of the Arizona Revised Statutes. The one hundred and twenty (120) day period for mediation set forth in *Section 11.5* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.5* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Condition Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Improvements which form the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 11.2.2* above; and (e) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice.

11.4 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent’s receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent’s representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent’s representatives and agents with full access to the Property to take and complete corrective action.

11.5 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 11.5*.

11.6 Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

11.7 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.7*.

11.7.1 Governing Rules. If a Claim has not been resolved after Mediation as required by *Section 11.5*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.7* and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Maricopa County, Arizona. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 11.7*, this *Section 11.7* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

11.7.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.7* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (a) exercising self-help remedies (including set-off rights); or (b) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

11.7.3 Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.7*.

11.7.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 11.7* but subject to *Section 11.8* below. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (a) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Arizona law; (b) conclusions of law that are erroneous; (c) an error of federal or state law; or (d) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential or punitive damages for any Claim.

11.7.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Maricopa County, Arizona. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Arizona Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims

and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.8 Allocation of Costs. Notwithstanding any provision in this Covenant on the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.9 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.10 Approval & Settlement. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 11* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

11.11 Use of Proceeds. Notwithstanding any provision in this Covenant to the contrary, the Association shall disclose in writing to the Members a plan that describes the manner in which the proceeds of any Claim, whether obtained by way of judgment, settlement or other means, have been or will be allocated (the "Use of Proceeds Plan"). The Use of Proceeds Plan shall be disclosed within thirty (30) days after the Association receives such proceeds. The Use of Proceeds Plan is not binding on the Association, but the Board or its authorized representative must disclose any material changes to the Use of Proceeds Plan to the Members of the Association within thirty (30) days of making such changes.

11.12 Records. The Association shall prepare and preserve for a period of five (5) years records that are adequate to demonstrate compliance with this Section and Title 33, Chapter 18 of the Arizona Revised Statutes.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

DM19, LLC, an Arizona limited liability company

By: _____

Name: [_____]

Title: [_____]

THE STATE OF ARIZONA §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____ a _____ of DM19, LLC, an Arizona limited liability company, on behalf of said limited liability company.

Notary Public, State of Arizona

(seal) _____

DRAFT

EXHIBIT "A"

DESCRIPTION OF PROPERTY

[INSERT PROPERTY DESCRIPTION]

DRAFT

EXHIBIT "B"

DESCRIPTION OF GOLF CLUB FACILITIES

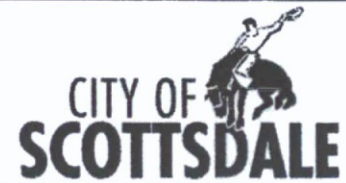
[INSERT PROPERTY DESCRIPTION]

DRAFT

Development Review (Minor)

(Administrative Staff Approval)

Development Application Checklist



Official Use:	
City Staff Contact: _____	Staff Signature: _____
Phone: _____	Email: _____
Project Name: <u>DM-19</u>	
Property's Address: <u>37090 N. CAVE CREEK RD, Scottsdale, AZ 85262</u> A.P.N.: <u>219-13-244</u>	
Property's Zoning District Designation: <u>R4.ESL</u>	
Application Request: <u>PHASE II DATA RECOVERY TREATMENT PLAN REVIEW AND APPROVAL</u>	
Owner: <u>DM REAL ESTATE HOLDINGS, LLC</u>	Applicant: <u>THOMAS H. WARLEY</u>
Company: <u>DESERT MOUNTAIN CLUB, ATTN: BEN VIGLIETTA</u>	Company: <u>DM 19, LLC</u>
Address: <u>39730 N. CAVE CREEK RD, Scottsdale, 85262</u>	Address: <u>4222 E. Camelback Rd, M100, PHX, 85018</u>
Phone: <u>480-595-4243</u> Fax: <u>480-437-2896</u>	Phone: <u>602-356-1317</u> Fax: _____
E-mail: <u>BVIGLIETTA@DESERT.MT.COM</u>	E-mail: <u>TWARLEY@M3CompaniesLLC.com</u>
Submittal Requirements: Please submit materials requested below. All plans must be folded.	
<input checked="" type="checkbox"/> Completed Application (this form) and Application Fee – \$ <u>307.00</u> (fee subject to change every July)	<input type="checkbox"/> Landscape Plan (____ copy(ies)) – indicate location of existing and new plants, location and dimension of paving, a plant palette with names, symbols, sizes, spacing & quantities, and open space/landscaping calculations.
<input checked="" type="checkbox"/> Affidavit of Authority to Act for Property Owner, letter of authorization, or signature below	<input type="checkbox"/> Cross Sections – for all cuts and fills applications
<input type="checkbox"/> Signed Owner Certification Acknowledging Receipt of Notice of Right to Appeal Exactions and Dedications	<input type="checkbox"/> Conceptual Grading & Drainage Plan – show existing, proposed drainage flows, channels, retention, etc.
<input type="checkbox"/> Request for Site Visits and/or Inspections form	<input type="checkbox"/> Copy of Liquor License Application (for all bars or restaurants patio applications)
<input checked="" type="checkbox"/> Narrative – describing nature of request	<input type="checkbox"/> Airport Vicinity Development Checklist
<input type="checkbox"/> Homeowners or Property Owners Association Approval	<input type="checkbox"/> Floor Plan(s) – show additions, alterations, or new structures. The floor plan shall be dimensioned and clearly delineate existing and proposed construction.
<input type="checkbox"/> Color photographs of site – include area of request	<input type="checkbox"/> Exterior Lighting – provide cut sheets, details and photometrics for any proposed lighting.
<input checked="" type="checkbox"/> Site plan (<u>2</u> copy(ies)) indicate the extent and location of additions, buildings and other structures, dimensions of existing and proposed structures, sidewalks, and/or driveways as well as any required setbacks.	<input checked="" type="checkbox"/> Other: <u>LIMITS OF DISTURBANCE, See limits in report.</u>
<input type="checkbox"/> Material Samples – color chips, awning fabric, glazing, etc.	
<input type="checkbox"/> Elevation Drawings or Color Photo simulations (____ copy(ies)) – of additions, buildings, or other changes with materials and colors noted and keyed	
Please indicate in the checkbox below the requested review methodology (please see the descriptions on page 2):	
<input checked="" type="checkbox"/> Enhanced Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Enhanced Application Review methodology.
<input type="checkbox"/> Standard Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Standard Application Review methodology.
Owner Signature _____	Agent/Applicant Signature _____

Review Methodologies

Planning and Development Services

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov

Development Review

Methodologies and Required Notice



The City of Scottsdale maintains a business and resident friendly approach to new development and improvements to existing developments. In order to provide for flexibility in the review of Development Applications, and Applications for Permitting, the City of Scottsdale provides two methodologies from which an owner or agent may choose to have the City process the application. The methodologies are:

1. Enhanced Application Review Methodology

Within the parameters of the Regulatory Bill-of-Rights of the Arizona Revised Statutes, the Enhanced Application Review method is intended to increase the likelihood that the applicant will obtain an earlier favorable written decision or recommendation upon completion of the city's reviews. To accomplish this objective, the Enhanced Application Review allows:

- the applicant and City staff to maintain open and frequent communication (written, electronic, telephone, meeting, etc.) during the application review;
- City staff and the applicant to collaboratively work together regarding an application; and
- City staff to make requests for additional information and the applicant to submit revisions to address code, ordinance, or policy deficiencies in an expeditious manner.

Generally, the on-going communication and the collaborative work environment will allow the review of an application to be expedited within the published Staff Review Time frames.

2. Standard Application Review Methodology:

Under the Standard Application Review, the application is processed in accordance with the Regulatory Bill-of-Rights of the Arizona Revised Statutes. These provisions significantly minimize the applicant's ability to collaboratively work with City Staff to resolve application code, ordinance, or policy deficiencies during the review of an application. After the completion the city's review, a written approval or denial, recommendation of approval or denial, or a written request for additional information will be provided.

The City is not required to provide an applicant the opportunity to resolve application deficiencies, and staff is not permitted to discuss or request additional information that may otherwise resolve a deficiency during the time the City has the application. Since the applicant's ability to collaboratively work with Staff's to resolve deficiencies is limited, the total Staff Review Time and the likelihood of a written denial, or recommendation of denial is significantly increased.

Notice

1. Pursuant to A.R.S. §9-836, an applicant may receive a clarification from the City regarding interpretation or application of a statute, ordinance, code or authorized substantive policy statement. A request to clarify an interpretation or application of a statute, ordinance, code, policy statement administered by the Planning and Development Services Division shall be submitted in writing to the One Stop Shop to the attention of the Planning and Development Services Director or designee. All such requests must be submitted in accordance with the A.R.S. §9-839 and the City's applicable administrative policies available at the Planning and Development Services Division's One Stop Shop, or from the city's website: <http://www.scottsdaleaz.gov/bldgresources/forms>.

Planning and Development Services
One Stop Shop
Planning and Development Services Director
7447 E. Indian School Rd, Suite 105
Scottsdale, AZ 85251

Planning and Development Services

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale Website: www.scottsdaleaz.gov



Development Application Process

Enhanced Application Review

Staff Review Applications: SA, WM, & MD

Enhanced Application Review Methodology

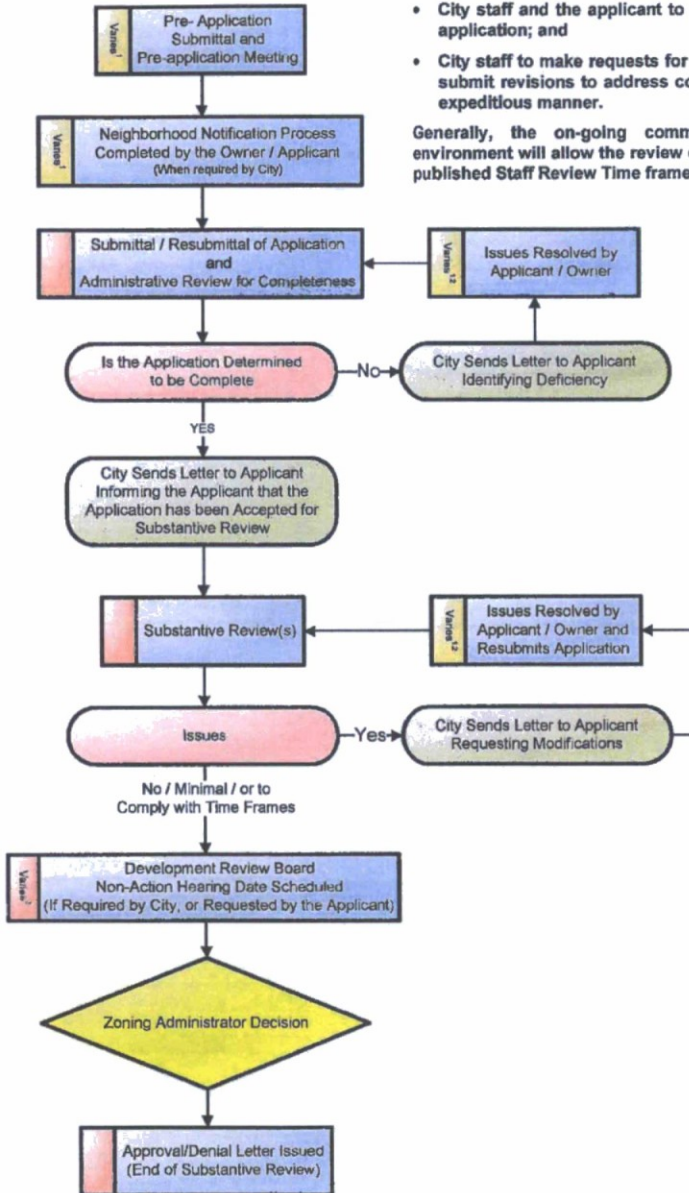
Within the parameters of the Regulatory Bill-of-Rights of the Arizona Revised Statutes, the Enhanced Application Review method is intended to increase the likelihood that the applicant will obtain an earlier favorable written decision or recommendation upon completion of the city's reviews. To accomplish this objective, the Enhanced Application Review allows:

- the applicant and City staff to maintain open and frequent communication (written, electronic, telephone, meeting, etc.) during the application review;
- City staff and the applicant to collaboratively work together regarding an application; and
- City staff to make requests for additional information and the applicant to submit revisions to address code, ordinance, or policy deficiencies in an expeditious manner.

Generally, the on-going communication and the collaborative work environment will allow the review of an application to be expedited within the published Staff Review Time frames.

Application Types:

- Development Review – Minor (SA)
- Wash Modifications (WM)
- Land Division – Minor Subdivision (MD)



Note:

1. Time period determined by owner/ applicant.
2. All reviews and time frames are suspended from the date a the letter is issued requesting additional information until the date the City receives the resubmittal from the owner/applicant.
3. Owner/applicant may agree to extend the time frame by 25 percent

Time Line

Administrative Review	Substantive Review	Approval/Denial Letter Issued
15 Staff Working Days Per Review	50 Total Staff Working Days, Multiple City Reviews in This Time Frame ^{1,2,3}	



Development Application Process

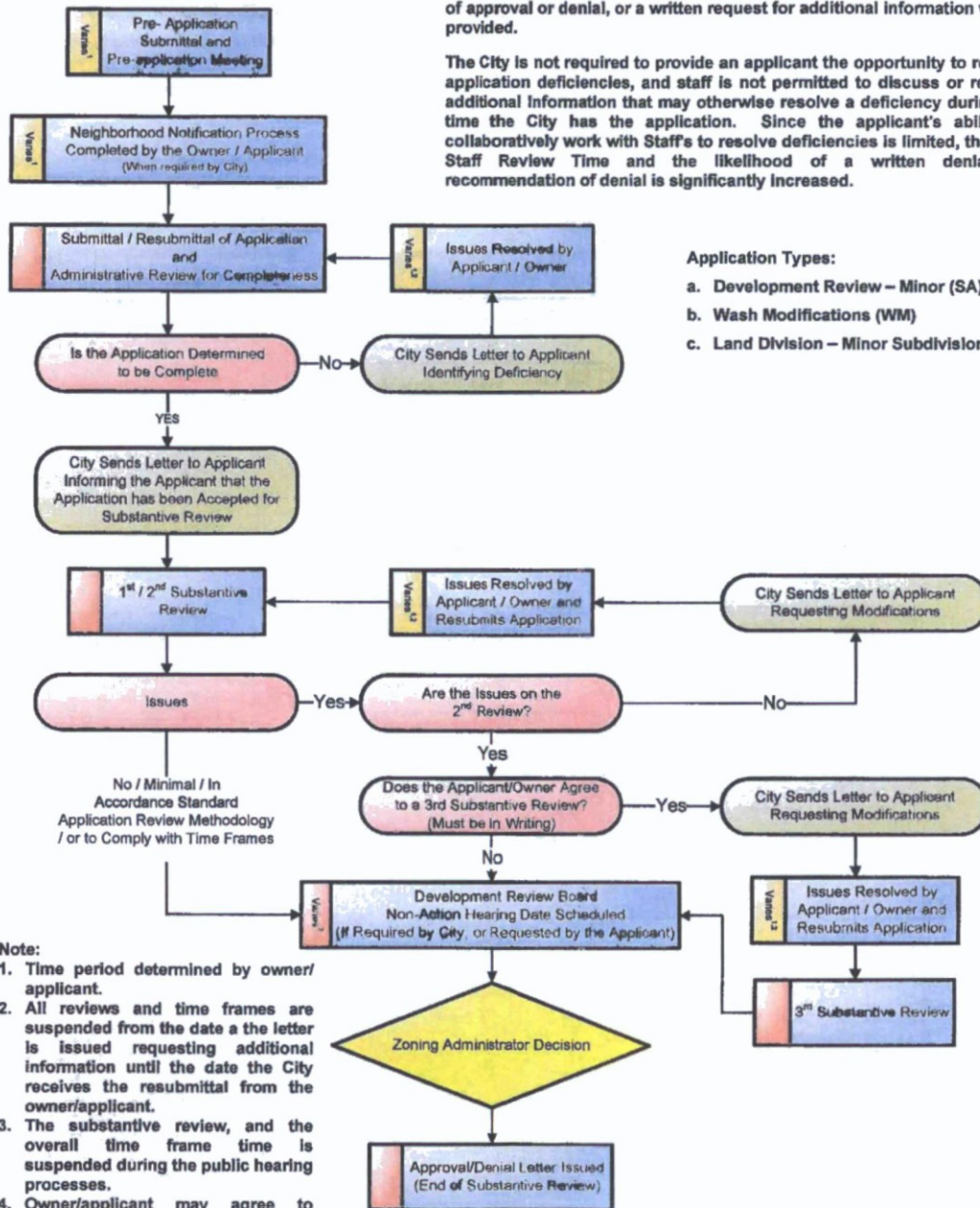
Standard Application Review

Staff Review Applications: SA, WM, & MD

Standard Application Review Methodology:

Under the Standard Application Review, the application is processed in accordance with the Regulatory Bill-of-Rights of the Arizona Revised Statutes. These provisions significantly minimize the applicant's ability to collaboratively work with City Staff to resolve application code, ordinance, or policy deficiencies during the review of an application. After the completion the city's review, a written approval or denial, recommendation of approval or denial, or a written request for additional information will be provided.

The City is not required to provide an applicant the opportunity to resolve application deficiencies, and staff is not permitted to discuss or request additional information that may otherwise resolve a deficiency during the time the City has the application. Since the applicant's ability to collaboratively work with Staff's to resolve deficiencies is limited, the total Staff Review Time and the likelihood of a written denial, or recommendation of denial is significantly increased.



Application Types:

- Development Review – Minor (SA)
- Wash Modifications (WM)
- Land Division – Minor Subdivision (MD)

Note:

- Time period determined by owner/ applicant.
- All reviews and time frames are suspended from the date a letter is issued requesting additional information until the date the City receives the resubmittal from the owner/applicant.
- The substantive review, and the overall time frame time is suspended during the public hearing processes.
- Owner/applicant may agree to extend the time frame by 25 percent

Time Line

Administrative Review 15 Staff Working Days Per Review	Substantive Review 50 Total Staff Working Days, Two Reviews in This Time Frame ^{2,3,4}	Approval/Denial Letter Issued
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Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 84251 • Phone 480-312-7000 • Fax 480-312-7088
City of Scottsdale Website: www.scottsdaleaz.gov

Development Review (Minor)
(Administrative Staff Approval)
Arizona Revised Statutes Notice



§9-834. Prohibited acts by municipalities and employees; enforcement; notice

- A. A municipality shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule, ordinance or code. A general grant of authority does not constitute a basis for imposing a licensing requirement or condition unless the authority specifically authorizes the requirement or condition.
- B. Unless specifically authorized, a municipality shall avoid duplication of other laws that do not enhance regulatory clarity and shall avoid dual permitting to the maximum extent practicable.
- C. This section does not prohibit municipal flexibility to issue licenses or adopt ordinances or codes.
- D. A municipality shall not request or initiate discussions with a person about waiving that person's rights.
- E. This section may be enforced in a private civil action and relief may be awarded against a municipality. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against a municipality for a violation of this section.
- F. A municipal employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the municipality's adopted personnel policy.
- G. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 37080 N Cave Creek Rd, Scottsdale, AZ 85262
- b. County Tax Assessor's Parcel Number 219-13-244
- c. General Location N Pima Rd and E Cave Creek Rd
- d. Parcel Size: Approx 89 acres
- e. Legal Description: See Attached

(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)
JOE MASLICK

Date
4/22 2016

Signature


February 1, 2017

Mr. Jesus Murillo
Planning and Development Services
City of Scottsdale
7447 E Indian School Rd., Suite 105
Scottsdale, AZ 85251

Re: DM-19 Treatment Plan Phase II Data Recovery at AZ U:1:433(ASM)

Dear Jesus,

This letter will serve as the narrative required as part of the Development Review Application to review and approve the Treatment Plan Phase II Data Recovery at AZ U:1:433(ASM). As part of the requirements set forth by zoning case 17-ZN-2016 and as stated as part of stipulation number twenty-seven (27) of the approved zoning case, DM19, LLC is to submit any recommended mitigation efforts for the registered site prior to completion of a Preliminary Plat for Desert Mountain Parcel 19.

Logan Simpson previously conducted a Phase I cultural resources testing for DM19, LLC at AZ U:1433(ASM), a prehistoric archaeological site recorded by Lausten (2004) and Hill (2016). The site is located on private property, within the proposed 91 acres housing development near Cave Creek Road and Pima Road in Scottsdale, Maricopa County, Arizona.

The proposed housing development will affect one previously reported and disturbed site on the subject property. Site AZ U:1433(ASM) was recorded during an 8-acres survey (Lausten 2004) of a proposed arsenic-related water treatment facility by the City of Scottsdale. The survey was conducted in compliance with the Bureau of Reclamation regulations. AZ U:1433(ASM) was further redefined during an archaeological survey of a the current proposed housing development (Hill 2016). With the completion of the Phase I cultural survey of AZ U:1433(ASM), the survey identified subsurface archaeological resources. Buried resources included a prehistoric midden and artifacts, including red ware ceramics. Due to the location of the cultural site within the proposed development, avoidance of the site is not possible. With avoidance not a possibility for the site, Phase II data recovery excavations should be implemented (Bustoz 2016).

With this application, Logan Simpson has prepared this Phase II Treatment Plan for data recovery excavations in order to mitigate the adverse effect to, and to recover any scientific value remaining on the site. The Treatment Plan provides research, design and a plan of work for conducting Phase II cultural resources excavations at AZ U:1433(ASM) that comply with City of Scottsdale Revised Code and the Arizona Burial Law.

As part of the application submittal requirements, the City of Scottsdale requested a site plan identifying the location of AZ U:1:433(ASM). Please be advised that per the Arizona Antiquities Act A.R.S. 41-841 the site location information is confidential and cannot be shared with individuals that do not need to

know. Furthermore, upon completion of the project, all paper and electronic files showing the site boundary must be destroyed.

Please let me know if you have any questions or require additional information. We look forward to the City's timely review in order for the data recovery process to commence.

Regards,

A handwritten signature in blue ink, appearing to read 'Thomas H. Warley', with a long, sweeping flourish extending to the right.

Thomas H. Warley
Director of Land Development
DM-19, LLC
twarley@m3companiesllc.com
602-386-1317

Development Application



Development Application Type:
Please check the appropriate box of the Type(s) of Application(s) you are requesting

Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other:
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input checked="" type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Project Name: DM19

Property's Address: North of Northeast Corner of N. Pima Road and N. Cave Creek Road

Property's Current Zoning District Designation: R-4/ESL, O-S/ESL

The property owner shall designate an agent/applicant for the Development Application. This person shall be the owner's contact for the City regarding this Development Application. The agent/applicant shall be responsible for communicating all City information to the owner and the owner application team.


Owner: DM19, LLC	Agent/Applicant: Alex Brownlee
Company: DM19, LLC	Company: DM19, LLC
Address: 4222 E Camelback Rd, Suite H100, Phoenix AZ 85018	Address: 4222 E. Camelback Road, Suite H100, Phoenix AZ 85018
Phone: 602-386-1308 Fax: 877-831-3006	Phone: 602-386-1308 Fax: 877-831-3006
E-mail: abrownlee@m3companiesllc.com	E-mail: abrownlee@m3companiesllc.com
Designer: Wendell Pickett	Engineer: Dan Cronin
Company: Greey Pickett	Company: Wood Patel
Address: 7144 E. Stetson Drive, Suite 205, Scottsdale AZ 85251	Address: 2051 W. Northern Ave, Suite 100, Phoenix AZ 85021
Phone: 480-609-0009 Fax: 480-609-0068	Phone: 602-335-8550 Fax: 602-335-8500
E-mail: wpickett@greepickett.com	E-mail: dcronin@woodpatel.com

Please indicate in the checkbox below the requested review methodology (please see the descriptions on page 2).

- This is not required for the following Development Application types: AN, AB, BA, II, GP, TA, PE and ZN. These applications¹ will be reviewed in a format similar to the Enhanced Application Review methodology.

<input checked="" type="checkbox"/> Enhanced Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Enhanced Application Review methodology.
<input type="checkbox"/> Standard Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Standard Application Review methodology.

Owner Signature


Agent/Applicant Signature

Official Use Only

Submittal Date:

Development Application No.:

Planning and Development Services

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov



Request To Submit Concurrent Development Applications

Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input checked="" type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input checked="" type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input checked="" type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: DM Real Estate Holdings, LLC

Company: DM19, LLC

Address: 4222 E. Camelback Road, Suite H100, Phoenix, AZ 85018

Phone: 602-386-1310

Fax: _____

E-mail: twarley@m3companiesllc.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. 9-831 - 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name): Thomas H. Warley

Title: Director of Land Development

Signature

Date: 3/2/17

Official Use Only:

Submittal Date: _____

Request: Approved or Denied

Staff Name (Print): _____

Staff Signature: _____

Date: _____

Planning, Neighborhood & Transportation Division

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 37080 N Cave Creek Road, Scottsdale AZ 85262
- b. County Tax Assessor's Parcel Number: 219-13-244
- c. General Location: North of NE Corner of N. Pima Road and N. Cave Creek Road
- d. Parcel Size: Approximately 91 acres
- e. Legal Description: See Attached

(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 Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & 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 and 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)	Date	Signature
<u>William A. Brownlee</u>	<u>July 28</u> , 20 <u>17</u>	<u><i>William A. Brownlee</i></u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7099

7-PP-2017

07/31/17

EXHIBIT "A"

PARCEL NO. 1:

PARCEL 8, OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 754 OF MAPS, PAGE 30;

EXCEPT THAT PORTION DEEDED TO THE CITY OF SCOTTSDALE IN DOCUMENT NO. 92-0116951 OF OFFICIAL RECORDS, AND AS SHOWN ON SAID PLAT; AND

FURTHER EXCEPT A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING A PART OF PARCEL 8 OF MAP OF DEDICATION AND PARCEL MAP NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY PROJECT, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AT BOOK 754 OF MAPS, PAGE 30, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN-MOST CORNER OF PARCEL 4 OF SAID BOOK 754 OF MAPS, PAGE 30, FROM WHICH THE SOUTHEASTERLY LINE OF SAID PARCEL 4 BEARS SOUTH 15 DEGREES 52 MINUTES 58 SECONDS WEST, (BASIS OF BEARING) TO AN ANGLE POINT AT A DISTANCE OF 238.96 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

SOUTH 39 DEGREES 48 MINUTES 15 SECONDS EAST, 42.87 FEET;

SOUTH 77 DEGREES 35 MINUTES 34 SECONDS EAST, 158.02 FEET TO THE NORTHERN-MOST CORNER OF PARCEL 6 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE CONTINUING ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 8, CONTIGUOUS TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 6, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

SOUTH 61 DEGREES 44 MINUTES 03 SECONDS WEST, 70.00 FEET;

SOUTH 16 DEGREES 41 MINUTES 37 SECONDS WEST, 42.43 FEET;

SOUTH 28 DEGREES 17 MINUTES 56 SECONDS EAST, 65.43 FEET;

SOUTH 73 DEGREES 08 MINUTES 08 SECONDS EAST, 35.36 FEET;

NORTH 61 DEGREES 44 MINUTES 03 SECONDS EAST, 75.00 FEET;

THENCE LEAVING SAID PARCEL 6 BOUNDARY CONTINUING ALONG SAID PARCEL 8 BOUNDARY, SOUTH 45 DEGREES 58 MINUTES 57 SECONDS EAST A DISTANCE OF 195.38 FEET TO A POINT ON THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, A PUBLIC RIGHT OF WAY, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 31 DEGREES 05 MINUTES 25 SECONDS EAST AT A DISTANCE OF 1498.40 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 03 DEGREES 56 MINUTES 00 SECONDS, A DISTANCE OF 102.86 FEET TO THE EASTERN-MOST CORNER OF PARCEL 5 OF SAID BOOK 754 OF MAPS, PAGE 30;

THENCE LEAVING SAID RIGHT OF WAY LINE OF CAVE CREEK ROAD, ALONG THE NORTHEASTERN, NORTHWESTERN AND SOUTHWESTERN BOUNDARIES OF SAID PARCEL 5, ALL BEING CONTIGUOUS TO THE BOUNDARY OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

NORTH 30 DEGREES 23 MINUTES 22 SECONDS WEST, 129.68 FEET;

NORTH 82 DEGREES 18 MINUTES 17 SECONDS WEST, 82.98 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 113.25 FEET;

NORTH 82 DEGREES 18 MINUTES 17 SECONDS WEST, 20.00 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 22.20 FEET;

SOUTH 82 DEGREES 18 MINUTES 17 SECONDS EAST, 10.47 FEET;

SOUTH 07 DEGREES 41 MINUTES 43 SECONDS WEST, 19.39 FEET;

SOUTH 43 DEGREES 11 MINUTES 44 SECONDS EAST, 86.68 FEET TO A POINT ON SAID CURVED NORTHWESTERLY RIGHT OF WAY LINE OF CAVE CREEK ROAD, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 40 DEGREES 46 MINUTES 38 SECONDS EAST AT A DISTANCE OF 1498.40 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 30 SECONDS, A DISTANCE OF 235.59 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE SOUTHWESTERLY LINE OF A WATER LINE EASEMENT, 20.00 FEET IN WIDTH AS SHOWN AND DEDICATED ON SAID BOOK 754 OF MAPS, PAGE 30, NORTH 47 DEGREES 08 MINUTES 34 SECONDS WEST A DISTANCE OF 378.16 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL 4 OF BOOK 754 OF MAPS, PAGE 30;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY OF PARCEL 4, ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 8, TRAVERSING THE FOLLOWING COURSES AND DISTANCES;

NORTH 42 DEGREES 59 MINUTES 46 SECONDS EAST, 92.69 FEET;

SOUTH 47 DEGREES 21 MINUTES 25 SECONDS EAST, 54.29 FEET;

NORTH 43 DEGREES 09 MINUTES 11 SECONDS EAST, 145.91 FEET;

NORTH 15 DEGREES 52 MINUTES 58 SECONDS EAST, 238.96 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

DELETED INTENTIONALLY.

PARCEL NO. 3:

DELETED INTENTIONALLY.

Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

I hereby certify that I am the owner of property located at:

37080 N Cave Creek Rd, Scottsdale, AZ 85262

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

7-28-17

Date