

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



**DECLARATION OF
CONFLICT OF INTEREST OR PERSONAL INTEREST**

NAME: DOUG CRAIG

PUBLIC BODY: DRB

DATE OF PUBLIC MEETING: 2018.08.16 AGENDA ITEM NO.: 4-PP-2018

DESCRIPTION OF ITEM: Pages at Pinnacle Peak

☒ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

Consultant

☐ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: _____

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature] 2018.08.16
Signature Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.



March 23, 2017

Via Email

City of Scottsdale
Planning & Development Department
7447 E. Indian School Rd.
Scottsdale, AZ 85251

Re: Letter of Authorization – Paseo at Pinnacle Peak – NEC Pinnacle Peak Rd. & Miller Rd.

Dear Sir or Madam:

This letter authorizes Lennar Corporation, LVA Urban Design Studio, LLC and Sustainability Energy Group (SEG) to represent this ownership group in all matters related to the City of Scottsdale's Preliminary Plat and related development applications for the property located at 7676 E. Pinnacle Peak Rd. (APN #s 212-04-001D, 212-04-001b, 212-04-001E & 212-04-001C) in the City of Scottsdale, Maricopa County, Arizona.

Entity/Owner:

PFCCB Pinnacle Peak, LLC
7676 E Pinnacle Peak Road, Scottsdale, AZ 85255

Signature:

Sally Piotrowski
Assistant General Counsel - Corporate

cc: James A. Bell, Chief Financial Officer
Tamara Lamb, Real Estate Paralegal

Sally Piotrowski, Assistant General Counsel – Corporate
PF Chang's Restaurant Support Office
7676 E. Pinnacle Peak Road * Scottsdale Arizona * 85255
Phone: 480.888.3746 * Fax: 480.888.3002
Sally.Piotrowski@pfc.com

4-PP-2018
04/06/18

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7676 E Pinnacle Peak Rd, Scottsdale, AZ 85255
- b. County Tax Assessor's Parcel Number: 212-04-001D, 212-04-001B, 212-04-001E & 212-04-001C
- c. General Location: NEC Miller Rd and Pinnacle Peak Rd
- d. Parcel Size: 17.26 +/-
- e. Legal Description: See Attached Legal Description

(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

Zachary Shirk - Regional Director Development

6/14, 2017

Zachary Shirk

Annie Vos

4/6, 2018

Annie Vos

Alex Stedman

4/6, 2018

Alex Stedman

, 20

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

Construction Document Application

This request concerns all property identified in the construction document (plan review) application.

Project Name: 7676 E Pinnacle Peak Rezoning
Project Address: 7676 E Pinnacle Peak Rd, Scottsdale, AZ 85244

STATEMENT OF AUTHORITY:

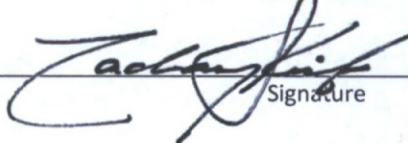
1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have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

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 construction document 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 owner's agent: Zachary Shirk - Regional Director Development

Print Name


Signature

City Use Only:

Submittal Date: _____ Plan review number: _____

Planning, Neighborhood & Transportation Division

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

Rev 9/2012

4-PP-2018
04/06/18

Appeals of Dedication, Exactions or Zoning Regulations



Rights of Property Owner

In addition to the 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) when 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 violations of Arizona and federal court decision.

Appeal Procedure

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

- 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 *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

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

Address your appeal to:

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

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.

Planning and Development Services

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

**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:

7676 E Pinnacle Peak Rd, Scottsdale, AZ 85244

(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

Date



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
Brian D. Warren, LSIT (480) 243-4287

June 19, 2017
AWLS #17-051

Parcel Description

The west half of the southwest quarter of the southeast quarter of Section 11, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the south quarter corner of said Section 11, a Brass Cap in Handhole, from which the southwest corner of said Section 11, a Brass Cap in Handhole, bears North 89 degrees 59 minutes 18 seconds West, a distance of 2642.64 feet;

Thence along the west line of the southwest quarter of the southeast quarter of said Section 11, North 00 degrees 00 minutes 04 seconds East, a distance of 1320.31 feet, to the north line of the west half of the southwest quarter of the southeast quarter of said Section 11;

Thence leaving said west line, along said north line, South 89 degrees 55 minutes 14 seconds East, a distance of 652.12 feet, to the east line of the west half of the southwest quarter of the southeast quarter of said Section;

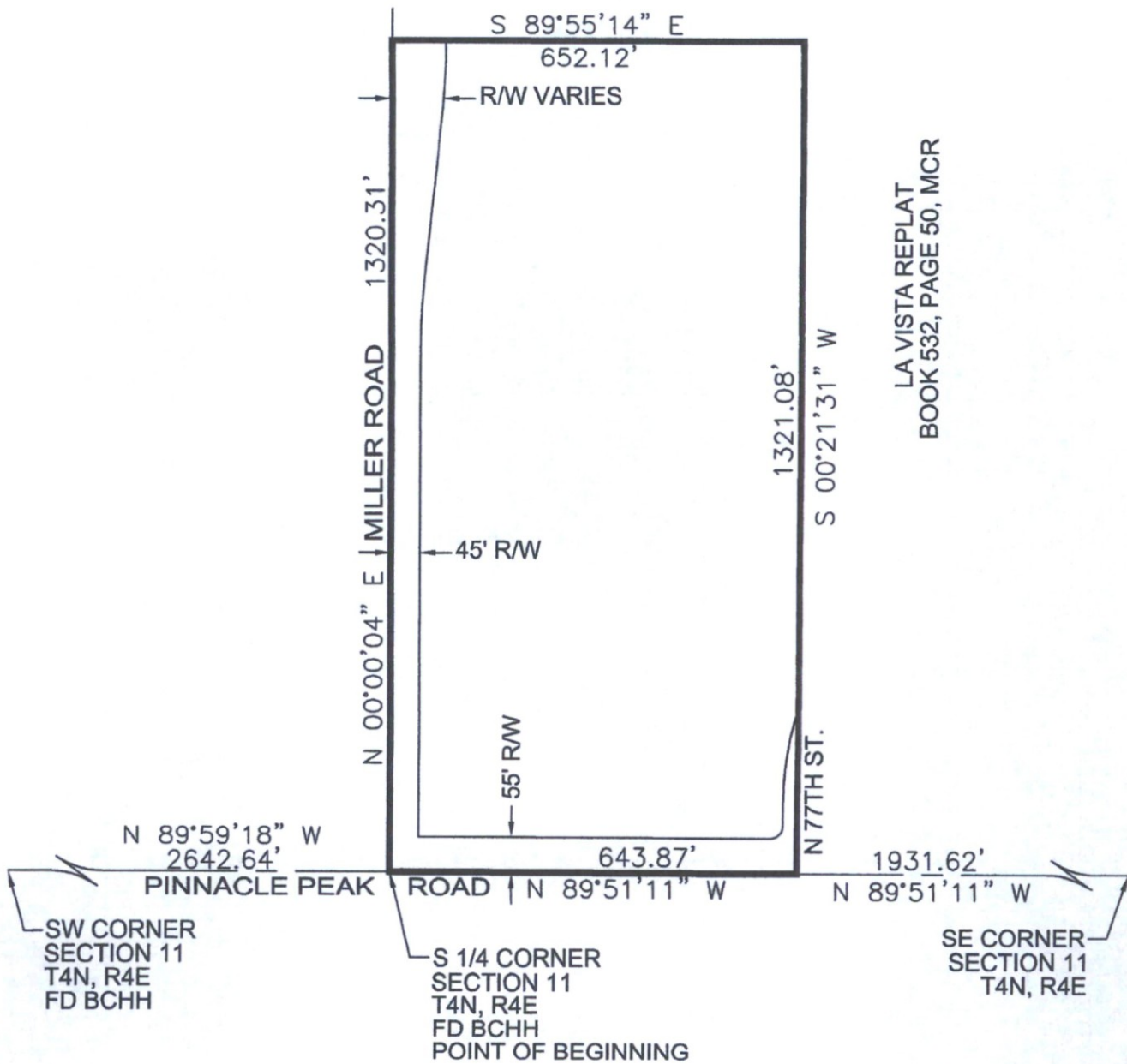
Thence leaving said north line, along said east line, South 00 degrees 21 minutes 31 seconds West, a distance of 1321.08 feet, to the south line of the southeast quarter of said Section;

Thence leaving said east line, along said south line, North 89 degrees 51 minutes 11 seconds West, a distance of 643.87 feet, to the **Point of Beginning**.

Containing 855,802.3 Square Feet or 19.647 Acres more or less.

Subject to easements, restrictions and rights of way of record.





AW LAND SURVEYING, LLC

P.O. BOX 2170, CHANDLER, AZ 85244
 (480) 244-7630 (480) 243-4287



DRAWN BY: DDA	CHECKED BY: DDA	DATE: 06/19/17	JOB NO.: 17-051
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SHEET NO. **2 OF 2**



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
Brian D. Warren, LSIT (480) 243-4287

June 19, 2017
AWLS #17-051

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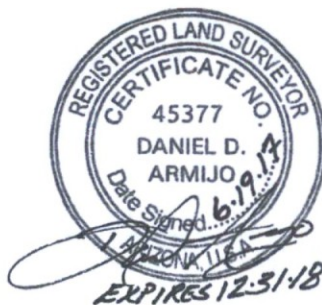
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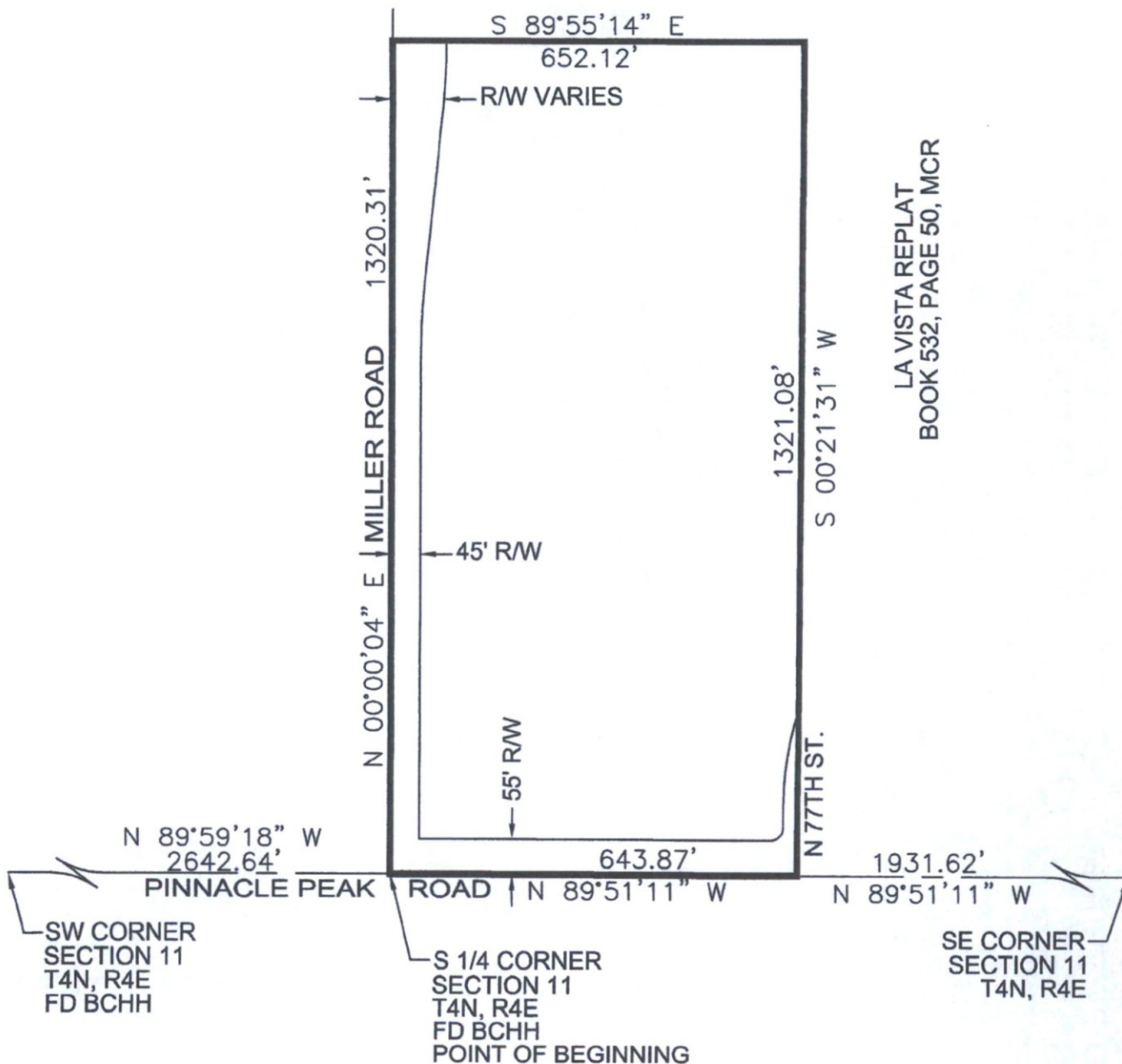
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Containing 855,802.3 Square Feet or 19.647 Acres more or less.

Subject to easements, restrictions and rights of way of record.





LA VISTA REPLAT
BOOK 532, PAGE 50, MCR

**AW
LAND
SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287



DRAWN BY: DDA	CHECKED BY: DDA	DATE: 06/19/17	JOB NO.: 17-051
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SHEET NO. **2 OF 2**

PARCEL DESCRIPTION

The West half of the Southwest quarter of the Southeast quarter of Section 11, Township 4 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion conveyed to the City of Scottsdale, recorded in Recording No. 97-418353 more particularly described as follows:

That portion of the West half of the Southwest quarter of the Southeast quarter of Section 11, Township 4 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

COMMENCING at the South quarter corner of said Section 11;

Thence North 00 degrees 00 minutes 04 seconds East, along the West line of said West half, a distance of 835.27 feet;

Thence South 89 degrees 59 minutes 56 seconds East, leaving said West line, a distance of 45.00 feet to a point lying on the East line of the West 45.00 feet of said West half, said point being the TRUE POINT OF BEGINNING;

Thence North 00 degrees 00 minutes 04 seconds East, along said East line, a distance of 484.98 feet to a point lying on the North line of said West half;

Thence South 89 degrees 55 minutes 14 seconds East, along said North line, a distance of 40.00 feet to a point lying on a curve concave westerly the radius of which bears North 89 degrees 55 minutes 14 seconds West, a distance of 1045.00 feet;

Thence Southerly, along the arc of said curve through a central angle of 05 degrees 54 minutes 03 seconds, a distance of 107.63 feet to a point of tangency;

Thence South 05 degrees 58 minutes 50 seconds West a distance of 279.54 feet the beginning of a curve concave Easterly and having a radius of 955.00 feet;

Thence Southerly, along the arc of said curve through a central angle of 05 degrees 58 minutes 46 seconds, a distance of 99.66 feet to the TRUE POINT OF BEGINNING; AND ALSO

EXCEPT that portion conveyed to City of Scottsdale recorded in Recording No. 97-418352, more particularly described as follows:

That portion of the West half of the Southwest quarter of the Southeast quarter of Section 11, Township 4 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

COMMENCING at the South quarter corner of said Section 11;

Thence South 89 degrees 51 minutes 11 seconds East, along the South line of said West half, a distance of 643.87 feet to the Southeast corner of said West half;

Thence North 00 degrees 21 minutes 31 seconds East, along the East line of said West half, a distance of 55.00 feet to a point lying on the North line of the South 55.00 feet of said West half, said point being the TRUE POINT OF BEGINNING;

Thence North 89 degrees 51 minutes 11 seconds West, along said North line, a distance of 42.91 feet to the beginning of a non-tangent curve concave northwesterly the radius of which bears North 00 degrees 08 minutes 49 seconds East, a distance of 20.00 feet;

Thence Northeasterly, leaving said North line along the arc of said curve through a central angle of 89 degrees 47 minutes 09 seconds, a distance of 31.34 feet to a point of tangency;

Thence North 00 degrees 21 minutes 40 seconds East a distance of 39.36 feet to the beginning of a curve concave Easterly and having a radius of 523.00 feet;

Thence Northerly, along the arc of said curve through a central angle of 17 degrees 02 minutes 50 seconds a distance of 155.61 feet to a point lying on said East line of said West half;

Thence South 00 degrees 21 minutes 31 seconds West, a distance of 212.52 feet to the TRUE POINT OF BEGINNING; AND ALSO

EXCEPT the West 45.00 feet deeded to the City of Scottsdale recorded in Deed of Right of Way Dedication in Reordering No. 92-0014593, thereafter a portion abandoned by Resolution No. 4418 Recording No. 95-0760855

AND ALSO

EXCEPT the South 55.00 feet by Road Declared by Maricopa County in Docket 5282, page 28.

4-PP-2018
04/06/18

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EXCEPT the South 55.00 feet by Road Declared by Maricopa County in Docket 5282, page 28.

**4-PP-2018
04/06/18**

Appendix A: Amended Development Standards

Sec. 5.400. - Single-family Residential (R1-10).

(Ord. No. 4005, § 1(Res. No. 8947, Exh. A, § 34), 4-3-12)

Sec. 5.401. - Purpose.

This district is intended to promote and preserve residential development. Lot size permits a higher density of population. Land use is composed chiefly of individual homes, together with required recreational, religious and educational facilities as the basic elements of a balanced neighborhood.

Sec. 5.402. - Use regulations.

A. *Permitted uses.* Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Any use permitted in the (R1-43) single-family residential district. (see section 5.102A).

B. Permitted uses by conditional use permit in the (R1-43) single-family residential district. (see section 5.102B).

(Ord. No. 3048, § 2, 10-7-97; Ord. No. 3034, § 1, 11-4-97; Ord. No. 3103, § 1, 1-6-98; Ord. No. 3493, § 1, 3-4-03)

Sec. 5.403. - Reserved.

Editor's note— Ord. No. 4164, § 1(Res. No. 9857, § 1, Exh. A, § 11), adopted Aug. 25, 2014, repealed § 5.403 which pertained to approvals required and derived from Ord. No. 3225, § 1, adopted May 4, 1999.

Sec. 5.404. - Property development standards.

The following property development standards shall apply to all land and buildings in the R1-10 district:

A. *Lot area.*

1. Each lot shall have a minimum area of not less than ~~ten thousand (10,000) square feet.~~ **six thousand two hundred (6,200) square feet.**
2. If a parcel of land or a lot of record in separate ownership has less width or area than herein required and has been lawfully established and recorded prior to the date of the passage of this ordinance, such lot may be used for any purpose permitted in this section.

B. *Lot dimension.*

1. Width. All lots shall have a minimum width of ~~eighty (80) feet~~ **fifty three (53) feet**.
- C. *Density*. There shall not be more than one (1) single-family unit on any one (1) lot.
- D. *Building Height*. No building shall exceed ~~thirty (30) feet~~ **twenty four (24) feet** in height, except as otherwise provided in article VII.
- E. *Yards*.
 1. Front Yard.
 - a. There shall be a front yard having a depth of not less than ~~thirty (30) feet~~ **fifteen (15) feet**.
 - b. Where lots have a double frontage on two (2) streets, the required front yard of ~~thirty (30) feet~~ **fifteen (15) feet** shall be provided on both streets.
 - c. Where a lot is located at the intersection of two (2) or more streets, there shall be a yard conforming to the front yard requirements on the street with the narrowest frontage and a yard of not less than ~~fifteen (15) feet~~ **eleven (11) feet** on the intersecting street.
Exception: On a corner lot which does not abut a key lot or an alley adjacent to a key lot, accessory buildings may be constructed in the yard facing the side street.
 2. Side Yard. There shall be a side yard on each side of a building having an aggregate width of not less than ~~seven (7) feet~~ **five (5) feet**.
 3. Rear Yard. There shall be a rear yard having a depth of not less than ~~twenty-five (25) feet~~ **fifteen (15) feet**.
 - a. The main building or additions to the main building may extend into the required rear yard subject to the following requirements:
 - (1) The main building or additions to the main building shall be set back ~~fifteen (15) feet~~ **ten (10) feet** from the rear property line.
 - (2) The main building or addition to the main building shall not occupy more than thirty (30) percent of the area between the rear setback line and the rear property line.
 4. Other requirements and exceptions as specified in article VII.
- F. *Distance between buildings*.
 1. There shall not be less than ten (10) feet between an accessory building and the main building.

2. The minimum distance between main buildings on adjacent lots shall not be less than ~~fourteen (14) feet~~ **ten (10) feet**.

G. *Walls, fences and landscaping.* Walls, fences and hedges up to eight (8) feet in height are allowed on the property line or within the required side or rear yard. Walls, fences and hedges up to three (3) feet in height are allowed on the front property line or within the required front yard, except as provided in Article VII. The height of the wall or fence is measured from within the enclosure. Exception: Where a corner lot does not abut a key lot or an alley adjacent to a key lot, the height of walls, fences and hedges in the yard facing the longer street frontage need only conform to the side yard requirements.

H. *Access.* All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(Ord. No. 2509, § 1, 6-1-93; Ord. No. 4005, § 1(Res. No. 8947, Exh. A, § 35), 4-3-12)

Sec. 5.405. - Off-street parking.

The provisions of article IX shall apply.

Sec. 5.406. - Signs.

The provisions of article VIII shall apply.

Appendix A: Amended Development Standards

Sec. 5.400. - Single-family Residential (R1-10).

(Ord. No. 4005, § 1(Res. No. 8947, Exh. A, § 34), 4-3-12)

Sec. 5.401. - Purpose.

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A. *Lot area.*

1. Each lot shall have a minimum area of not less than ~~ten thousand (10,000) square feet.~~ **six thousand two hundred (6,200) square feet.**
2. If a parcel of land or a lot of record in separate ownership has less width or area than herein required and has been lawfully established and recorded prior to the date of the passage of this ordinance, such lot may be used for any purpose permitted in this section.

B. *Lot dimension.*

1. Width. All lots shall have a minimum width of ~~eighty (80) feet~~, **fifty three (53) feet**.
- C. *Density*. There shall not be more than one (1) single-family unit on any one (1) lot.
- D. *Building Height*. No building shall exceed ~~thirty (30) feet~~ **twenty four (24) feet** in height, except as otherwise provided in article VII.
- E. *Yards*.
 1. Front Yard.
 - a. There shall be a front yard having a depth of not less than ~~thirty (30) feet~~, **fifteen (15) feet**.
 - b. Where lots have a double frontage on two (2) streets, the required front yard of ~~thirty (30) feet~~ **fifteen (15) feet** shall be provided on both streets.
 - c. Where a lot is located at the intersection of two (2) or more streets, there shall be a yard conforming to the front yard requirements on the street with the narrowest frontage and a yard of not less than ~~fifteen (15) feet~~ **eleven (11) feet** on the intersecting street.
Exception: On a corner lot which does not abut a key lot or an alley adjacent to a key lot, accessory buildings may be constructed in the yard facing the side street.
 2. Side Yard. There shall be a side yard on each side of a building having an aggregate width of not less than ~~seven (7) feet~~, **five (5) feet**.
 3. Rear Yard. There shall be a rear yard having a depth of not less than ~~twenty-five (25) feet~~, **fifteen (15) feet**.
 - a. The main building or additions to the main building may extend into the required rear yard subject to the following requirements:
 - (1) The main building or additions to the main building shall be set back ~~fifteen (15) feet~~ **ten (10) feet** from the rear property line.
 - (2) The main building or addition to the main building shall not occupy more than thirty (30) percent of the area between the rear setback line and the rear property line.
 4. Other requirements and exceptions as specified in article VII.
- F. *Distance between buildings*.
 1. There shall not be less than ten (10) feet between an accessory building and the main building.

2. The minimum distance between main buildings on adjacent lots shall not be less than ~~fourteen (14) feet~~. **ten (10) feet.**

G. *Walls, fences and landscaping.* Walls, fences and hedges up to eight (8) feet in height are allowed on the property line or within the required side or rear yard. Walls, fences and hedges up to three (3) feet in height are allowed on the front property line or within the required front yard, except as provided in Article VII. The height of the wall or fence is measured from within the enclosure. Exception: Where a corner lot does not abut a key lot or an alley adjacent to a key lot, the height of walls, fences and hedges in the yard facing the longer street frontage need only conform to the side yard requirements.

H. *Access.* All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(Ord. No. 2509, § 1, 6-1-93; Ord. No. 4005, § 1(Res. No. 8947, Exh. A, § 35), 4-3-12)

Sec. 5.405. - Off-street parking.

The provisions of article IX shall apply.

Sec. 5.406. - Signs.

The provisions of article VIII shall apply.

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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

First American Title Insurance Company
through its Division

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

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

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

The First American Corporation

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

SCHEDULE A

First Amended

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

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$8,123,600.00

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:

PFCCB Pinnacle Peak 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: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

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

EXHIBIT "A"

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA.

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

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2017.
(The first half is due October 1, 2017 and is delinquent November 1, 2017. The second half is due March 1, 2018 and is delinquent May 1, 2018 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. A plat recorded in Book 6, Page 4 of Road Maps, purporting to show a county roadway.
4. A plat recorded in Book 15, Page 85 of Road Maps, purporting to show a county roadway.
5. An easement for roadway and incidental purposes in the document recorded as Docket 5331, Pages 267, 268 and 269.
6. An easement for roadway and incidental purposes in the document recorded as Docket 5282, Page 28.
7. The Terms, Provisions and Easement(s) contained in the document entitled "Right of Way Contract" recorded December 07, 1964 as Docket 5331, Page 270.
8. Affidavit of Underground Facility Location recorded January 7, 1986 in Instrument No. 86-026906 of Official Records.
9. An easement for roadway and incidental purposes in the document recorded as 92-014593 of Official Records.

The effect of Abandonment recorded in Instrument No. 95-760855 of Official Records.
10. An easement for vehicular non-access and incidental purposes in the document recorded as 92-374788 of Official Records.
11. All matters as set forth in Adobe / Miller Improvement District, recorded September 14, 1992 as 92-0513172 of Official Records.
12. An easement for road, public utility and incidental purposes in the document recorded as 97-418352 of Official Records.
13. An easement for road, public utility and incidental purposes in the document recorded as 97-418353 of Official Records.
14. An easement for 1 foot vehicular non-access and incidental purposes in the document recorded as 97-418354 of Official Records.

15. An easement for water line and incidental purposes in the document recorded as 97-418355 of Official Records.
16. An easement for natural area including restored desert and incidental purposes in the document recorded as 97-418356 of Official Records.

A partial release of easement recorded October 31, 2006 as 2006-1439249 of Official Records.
17. An easement for public utilities and emergency and service vehicle access and incidental purposes in the document recorded as 97-537413 of Official Records.
18. An easement for sidewalk and incidental purposes in the document recorded as 97-537414 of Official Records.
19. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 97-707329 of Official Records.
20. Survey prepared by Gilbertson Associates, Inc., dated May 01, 1998 revised October 8, 1998, under Job No. 63202, shows the following:

a.) Discrepancy of the non-vehicular access easement and driveway along the west portion of said property.
21. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

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

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
23. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

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

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. All of 2016 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$118,869.78 for the year 2016 under Assessor's Parcel No. 212-04-001B 3.

(Affects portion of the land)

NOTE: Taxes are assessed in the total amount of \$42,092.76 for the year 2016 under Assessor's Parcel No. 212-04-001C 2.

(Affects portion of the land)

NOTE: Taxes are assessed in the total amount of \$30,958.60 for the year 2016 under Assessor's Parcel No. 212-04-001D 1.

(Affects portion of the land)

NOTE: Taxes are assessed in the total amount of \$34,081.60 for the year 2016 under Assessor's Parcel No. 212-04-001E 1.

(Affects portion of the land)

3. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 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.

4. 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.
5. 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 PFCCB Pinnacle Peak LLC, a limited liability company.

6. Record Warranty Deed from PFCCB Pinnacle Peak LLC, an Arizona limited liability company to Buyer(s).

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

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

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

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

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S.¹ 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