



# Minor Subdivision Staff Approval

4-MD-2020

Wilshire Minor Division

## APPLICATION INFORMATION

LOCATION: 5925 E Wilshire Dr

PARCEL: 129-22-106

Q.S.: 14-41

CODE VIOLATION #:

APPLICANT: Nick Labadie

COMPANY: Nathan Anderson, Rebuild the Block

ADDRESS: 2645 E. Glenrosa Ave. Phoenix, AZ 85016

PHONE: (480) 300-9726

Request: Request by owner to the City of Scottsdale for approval to divide an existing 25,517 square foot lot into two (2) lots within the Single-family Residential, (R1-10 PRD), Planned Residential Development zoning, located at 5925 E. Wilshire Dr. proposed lots: 106A and 106B in Sherwood Heights Subdivision; Scottsdale Arizona

## STEP 1

## APPROVAL STIPULATIONS

1. Except as required by the Scottsdale Revised Code (SRC), the Design Standards and Policies Manual (DSPM), and the other stipulations herein, the Minor Subdivision shall substantially conform to the following documents:
  - a. The Preliminary Plat submitted by D&M Engineering LLC, with a city staff date of 10/15/2020.
  - b. Case Drainage Report for Minor Division of Lot 106a & Lot 106b, Sherwood Heights, Unit 3; submitted by D&M Engineering LLC, accepted, and Approved on 9/18/2020.
  - c. Water System Basis of Design Report for Minor Division of Lot 106a & Lot 106b, Sherwood Heights, Unit 3; submitted by D&M Engineering LLC, accepted, and Approved on 9/18/2020.
  - d. Wastewater System Basis of Design Report for Minor Division of Lot 106a & Lot 106b, Sherwood Heights, Unit 3; submitted by D&M Engineering LLC, accepted, and Approved on 9/18/2020.
2. Any land boundary survey of the subject property shall be performed in accordance with the City of Scottsdale's Design Standards and Policy Manual.
3. Prior to issuance of any building permits for the development project, the property owner shall ensure conformance to COS ZO Sec. 7.201.A, pertaining to an adjusted front yard setback of 38.2 feet adjacent to Wilshire Drive- as calculated by an setback exhibit calculating the average setback along Wilshire Dr. between 60<sup>th</sup> street (east) and 58<sup>th</sup> place (west) submitted by D&M Engineering LLC, with a city staff date of 10/15/2020.
4. Any new single-family construction shall adhere to all R1-10 PRD zoning development standards.

### Transportation Planning Stipulations:

5. Prior to the issuance of any building permit for the development project, the property owner shall remove the existing split rail fence from the right of way./

### Planning and Development Services

7447 East Indian School Road, Suite 105, Scottsdale, Arizona 85251 • [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)

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Form Revision Date: 12/11/2014

6. Prior to the issuance of any building permit for the development project, the property owner shall dedicate a traffic safety triangle (25' x 25') at the intersection of Wilshire Drive and 60<sup>th</sup> Street.

**Water Resources Stipulations:**

7. Prior to the issuance of any building permit for the development project, the property owner shall dedicate sewer easement ten (10)-foot on each side of the existing sewer main along the southern property line.
8. Prior to issuance of any building permit for the development project, the property owner shall submit plans and receive approval for gates or removable fencing required in the sewer line easement where new walls are currently shown crossing within the easement. The new north-south oriented gate/removable fence portions shall be approximately 4ft, 12ft, and 20ft in length for sections aligned with the western most property line, new split line, and eastern most property line, respectively. The 4ft and 12ft section would be measured starting from the southern property line extending north. The 20ft section would be measured from the north edge of the new easement and extend south.
9. Prior to the issuance of any building permit for the development project, the property owner shall submit plans and receive approval for sewer service tap to each lot and water services to each lot.

**Reference Documents:**

- The construction envelope exhibit submitted by D&M Engineering LLC, with a city staff date of 10/15/2020.
- Conceptual Site Plan Exhibit submitted by D&M Engineering LLC, with a city staff date of 9/22/2020.

**STEP 2 FINAL PLAT AND CONSTRUCTION DOCUMENT PLAN REVIEW SUBMITTAL REQUIREMENTS**

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Submit one copy of this approval letter, and permit application along with the following **DIGITAL** plan set(s) for review at <https://eservices.scottsdaleaz.gov/bldgresources/plans>

PERMIT APPLICATION: ☒ **Completed Permit Application.** The permit application may be obtained or completed online at the following weblink:  
<https://eservices.scottsdaleaz.gov/bldgresources/plans>

MAP: ☒ 1 PDF file of the survey on 24" X 36" sheet size  
OTHER: ☒ 1 PDF file of a Commitment for Title Insurance for the site  
(no older than 30 days)  
☒ 1 PDF file of the ALTA survey (for reference)  
☒ 1 PDF file of the Final Drainage Report

The following plan review fee shall apply: (NOTE: Fees subject to change every July 1<sup>st</sup>)

☒ Minor Subdivision

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This plan set shall be reviewed by the following departments:

Staff Reviewers

<input checked="" type="checkbox"/> SURVEY:	Dwayne Haught
<input checked="" type="checkbox"/> PLANNING:	Nate Tonnemacher
<input checked="" type="checkbox"/> CIVIL:	David Gue
<input checked="" type="checkbox"/> WATER RESOURCES:	Levi Dillon
<input checked="" type="checkbox"/> STORM WATER:	Alex Menez
<input checked="" type="checkbox"/> TRANSPORTATION:	Phil Kercher
<input checked="" type="checkbox"/> FINAL PLAT / MAP'S:	Brian Kulina
<input checked="" type="checkbox"/> GIS:	Tanya Hazlehurst

**Expiration of Minor Subdivision Approval**

This approval expires two (2) years from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

Staff Signature:



DATE:

10/15/2020

Nate Tonnemacher, 480-312-4205

**Planning and Development Services**

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## Equity Title Agency, Inc.

3125 E. Lincoln Drive Phoenix, AZ 85016

Phone: (602) 956-5141

File No./Escrow No.: 02443567-024-DR

Print Date &amp; Time: 6/18/2020 - 11:41:46AM

Officer/Escrow Officer: Dawn Robinson

Settlement Location: 3125 E. Lincoln Drive, Phoenix, AZ 85016

Property Address: 5925 E. WILSHIRE DRIVE, SCOTTSDALE, AZ 85257, 129-22-106

Borrower: NATHAN ANDERSON

RACHEL ANDERSON

Seller: TIMOTHY NORMAN TROSTLE

Lender: RLS CAPITAL, INC., an ARIZONA CORPORATION

Settlement Date: 6/12/2020

Disbursement Date: 6/12/2020

CERTIFIED TO BE A TRUE AND CORRECT COPY  
OF THE ORIGINAL BY EQUITY TITLE AGENCY

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	570,000.00	Sale Price of Property	570,000.00	
		Deposit		10,000.00
		Loan Amount		504,000.00
		<b>Prorations/Adjustments</b>		
1,841.15		County Taxes 01/01/20 to 06/11/20		1,841.15
		<b>Loan Charges to RLS CAPITAL, INC., an ARIZONA CORPORATION</b>		
		LOAN FUNDS WITHHELD	54,000.00	
		<b>Other Loan Charges</b>		
		LOAN FEE to RLS MORTGAGE, INC.	5,040.00	
		<b>Title Charges &amp; Escrow/Settlement Charges</b>		
		ALTA 2006 Extended Loan Policy to Equity Title Agency, Inc.	1,281.00	
2,185.00		ALTA Homeowner's Policy of Title Insurance (12-2-13) to Equity Title Agency, Inc.		
932.50		ESCROW/SETTLEMENT FEE to Equity Title Agency, Inc.	652.75	

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Commission</b>		
17,100.00		Real Estate Commission to FRANK RENNER REALTY		
17,100.00		Real Estate Commission to COLDWELL BANKER REALTY (513)		
		<b>Government Recording and Transfer Charges</b>		
		Recording Fee For Deed to Equity Title Agency, Inc.	30.00	
		Recording Fee For Mortgage to Equity Title Agency, Inc.	30.00	
		<b>Miscellaneous</b>		
		2019 TAXES PAID IN FULL to MARICOPA COUNTY TREASURER \$4,159.64 POC - Seller		
75.00		MOBILE NOTARY FEE to NATIONWIDE SIGNING SERVICES		
		CLOSING FUNDS		115,192.60
10,000.00		EARLY RELEASE OF EARNEST FUNDS		
Seller			Borrower/Buyer	
Debit	Credit		Debit	Credit
49,233.65	570,000.00	<b>Subtotals</b>	631,033.75	631,033.75
		Balance Due From Buyer		0.00
520,766.35		Proceeds Due Seller		
570,000.00	570,000.00	<b>Totals</b>	631,033.75	631,033.75



# EQUITY

TITLE AGENCY, INC.

June 18, 2020

NATHAN ANDERSON  
RACHEL ANDERSON  
301 W. CORONADO RD.  
PHOENIX, AZ 85003

Re: 02443567

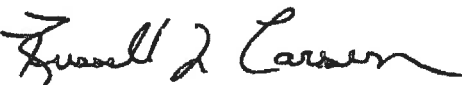
Dear Buyers,

We are pleased to provide you with the enclosed policy of title insurance. It contains information concerning your recently completed real estate transaction. The policy is a meaningful document and should be retained with important papers.

Thank-you for extending us the opportunity to assist you in this venture. Should you ever decide to finance, sell, or assign your interest, this policy will lay the foundation for a continuing relationship with Equity Title Agency, Inc.. This not only includes the property this policy insured, but also includes a full range of title services which you may wish to avail yourself of in connection with a purchase, sale, or finance of other property. Our title and escrow team can provide the expertise to underwrite a diversity of real estate dealings ranging from a simple land sale to the most complex multi-phased project.

We hope to assist you with your future escrow and title needs.

Yours Truly,

By:   
Authorized Signatory

13847 N. Northsight Blvd. #101, , Scottsdale, AZ 85260  
Phone: (480) 368-5458 • Fax: (480) 315-8375  
policy

4-N 4-MD-2020  
6/2 9/22/2020

# EQUITY TITLE AGENCY

WHEN RECORDED MAIL TO:  
RLS Mortgage Inc.  
PO Box 97485  
Phoenix, AZ 85060

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
ADRIAN FONTES  
20200513335 06/12/2020 02:10  
2443567-6-3-3-  
ELECTRONIC RECORDING

Loan No. \_\_\_\_\_

**WARNING: THIS DEED OF TRUST AND ASSIGNMENT OF RENTS CONTAINS A DUE ON SALE  
CLAUSE AND PROHIBITS THE TRUSTOR FROM FURTHER ENCUMBERING THE  
REAL PROPERTY DESCRIBED HEREIN.**

2443567  
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## DEED OF TRUST AND ASSIGNMENT OF RENTS RESIDENTIAL 1-4

**DATE:** 6/8/2020

**TRUSTOR:** Nathan Anderson and Rachel Anderson, husband and wife  
**Address:** 301 W. Coronado Rd Phoenix, AZ 85003

**BENEFICIARY:** RLS Capital, Inc., an Arizona Corporation  
**Address:** PO Box 97485, Phoenix, AZ 85060

**TRUSTEE:** Ronald B. Herb, licensed real estate broker in Arizona  
**Address:** 5420 W. Onyx Ave. Glendale, AZ 85302

**PROPERTY:** Located in Maricopa County, State of Arizona, described as follows:

**Street Address:** 5925 E. Wilshire Avenue Scottsdale, AZ 85257  
**Tax Parcel:** 129-22-106

### SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

This Deed of Trust and Assignment of Rents (the "Deed of Trust") is made between Trustor, Trustee and Beneficiary above named.

**Witnesseth:** That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property, and any after-acquired interest therein, together with: (1) All buildings, improvements and fixtures now or hereafter placed thereon; (2) all existing leases, and all future leases executed with respect to such property; (3) all rents, issues, profits and income thereof (all of which hereinafter called "property income"); (4) all classes of property now or at any time hereafter, attached to or used in any way in connection with the use, operation or occupancy of such property; (5) all property, rights, permits, and privileges now or hereafter owned by Trustor or now or hereafter appurtenant to such property, which entitle Trustor or such property to receive water or electrical power for use thereon. All property granted, conveyed, transferred, and assigned to Trustee hereunder is hereafter referred to as the "property". Trustor warrants that it is well and truly seized of a good and marketable title in fee simple to the real property hereby conveyed; that the title to all property conveyed by this Deed of Trust is clear, free and unencumbered; and that Trustor shall forever warrant and defend the same unto Beneficiary, its successors and assigns, against all claims whatsoever; SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary

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to collect and apply such property income; AND SUBJECT TO ANY easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the property.

**FOR THE PURPOSE OF SECURING:**

(a) Performance of each agreement of Trustor herein contained. (b) Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and any extension or renewal thereof, in the principal sum of \$ Five hundred four thousand and 00/100 DOLLARS (U.S. \$504,000.00) executed by Trustor in favor of Beneficiary or order. (c) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes that they are secured by this Deed of Trust. (d) Payment of indebtedness evidenced by any and all other promissory note or notes executed by Trustor in favor of Beneficiary or order, whether executed prior to or after the date hereof and whether or not such note or notes are secured by other property.

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; and to do all other acts which from character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To keep all improvements now or hereafter erected on said property continuously insured against loss by fire or other hazards specified by Beneficiary in an amount of the total obligation secured hereby or the total replacement cost of the improvements on said property, whichever is less. All policies shall be held by Beneficiary and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear and then to Trustor. The amount collected under any insurance policy may be applied upon indebtedness hereby secured and in such order as Beneficiary may determine or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary or Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by beneficiary to enforce this Deed of Trust.
4. To pay before delinquent; all charges for utilities and services furnished to property; all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to the extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, change, or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel, and pay its reasonable fees. All amounts

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so paid, together with interest thereon at the same rate as is provided for in the note secured by this Deed of Trust or at the highest legal rate, whichever is greater, shall be part of the debt secured by this Deed of Trust and a lien on the above property.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note secured by this Deed of Trust or at the highest legal rate, whichever is greater. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said property and immediately due and payable at option of Beneficiary or Trustee.

6. Trustor acknowledges that Beneficiary, in making the loan secured hereby, has recognized and relied upon the financial strength and operating ability of the Trustor. Trustor shall not further mortgage or encumber the Property or any interest therein without obtaining the Beneficiary's written consent, which may be withheld for any reason in Beneficiary's sole and absolute discretion. In the event the Trustor voluntarily, involuntarily or by operation of law, shall sell, convey, or transfer the Property, or dispose of the Property or any part thereof, or any interest therein, or agrees so to do (the "Transfer"), without the written consent of Beneficiary being first obtained, the Beneficiary, at its sole option and within its sole discretion, may declare the entire indebtedness secured hereby to be due and payable in full and call for payment of the same in full at once. Consent as to any one Transfer shall not be deemed to be a waiver of the right to require consent to future Transfers and such consent shall not release the Trustor from any obligations hereof, the Note or of any of the Loan Documents.


7. In the event that Trustor is an entity rather than a natural person, Trustor shall not change or dissolve its status without the prior written approval of Beneficiary, which shall not be unreasonably withheld. Any single transfer, whether by operation of law or otherwise, of more than ten percent (10%), or an aggregate total of more than twenty five percent (25%) of any equity, capital, ownership, profits or voting interest in the entity that is the Trustor (whether stock, partnership interest or otherwise, and aggregating the current transfer with all previous transfers occurring after the date of this Deed of Trust) shall be deemed a Transfer of the Property for purposes of this Section.

**B: IT IS MUTUALLY AGREED:**

1. That any award of damages in connection with any condemnation or any taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto Trustor, however, the right to sue therefore and the ownership thereof, subject to this Deed of Trust), and upon receipt of such monies, Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay. Without affecting the obligation of Trustor to pay and perform as herein required, without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the lien or priority of lien hereof on the Trust Property, Beneficiary may, at its option, extend the time for payment of said indebtedness, any part hereof, reduce the payment thereon, release any person liable on any of said indebtedness, accept a renewal note therefore, modify the terms of said indebtedness take or release other or additional security, or join in any extension or subordination agreement. Any such action by Beneficiary or Trustee at Beneficiary's direction may be taken without the consent of any junior lienholder, and shall not affect the priority of the Deed of Trust over any junior lien. Time is of the essence of this Deed of Trust.

3. That at any time, or from time to time and without notice, upon written request of Beneficiary and presentations of this Deed of Trust and said note(s) for endorsement, and without liability therefore, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and

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without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the indebtedness, Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement of any agreement subordinating the lien, encumbrance or charge hereof. Any Trustor signing this Deed of Trust as a surety or accommodation party or that has subjected its property to this Deed of Trust to secure the debt of another, expressly waives the benefits of A.R.S. Section 12-1641.

4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder, and the recitals in such reconveyance, of any matters or facts, shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Deed of Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default Beneficiary may at any time, without notice either by person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of Trustor, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such property income, including that past due and unpaid, and apply same, less costs and expenses of operation and collection, including reasonable attorney's fees of Beneficiary and Trustee, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or Notice of Trustee's Sale hereunder or invalidate any act done pursuant to such Notice. Beneficiary shall expressly have all rights provided for in A.R.S. Sections 33-702B and 33-807.

6. That upon default by Trustor in the payment of any indebtedness secured hereby, or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give Notice of Trustee's Sale and give notice thereof in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said Notice of Trustee's Sale, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, at its discretion, may postpone or continue the sale from time to time by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale. The purchaser at Trustee's sale shall be entitled to immediate possession of the property as against Trustee or other persons in possession and shall have right to the summary proceedings to obtain possession provided in Title 12, Chapter 8, Article 4, A.R.S., together with costs and reasonable attorney's fees.

After deducting all costs, fees, and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees of Beneficiary and Trustee, Trustee shall apply the proceeds of sale to payment of: all sums then secured hereby and all other sums due under the terms

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hereof, with accrued interest, and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. Section 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

7. That Beneficiary may appoint a Successor Trustee in the manner prescribed by law. Trustor and Beneficiary authorize Trustee, in the event any demand or notice is made or tendered to it concerning this Deed of Trust or the property, to hold any money and documents and to withhold action or performance until an action shall be brought in a court of competent jurisdiction to determine the rights asserted or the property of the demand, notice or action requested, and Trustee shall be without liability or responsibility for awaiting such court action. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign at any time by mailing or delivering notice thereof to Beneficiary and Trustor and having so resigned, shall be relieved of all liability and responsibility to Trustor, Beneficiary or otherwise hereunder. "Trustee" herein shall include all successor trustees. Trustee shall not be liable for any action taken in its discretion and in good faith, or upon advice of counsel, or upon any information supplied or direction given by Beneficiary. Unless Trustee is adjudged grossly negligent or guilty of intentional wrongdoing or breach of contract, Trustor and Beneficiary will, upon demand, indemnify and hold harmless Trustee against all costs, damages, attorney's fees, expenses and liabilities which it may occur or sustain in connection with this Deed of Trust or any foreclosure or sale hereof or any count or other action or proceeding arising herefrom.


8. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and neuter, and the singular number includes the plural.


9. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee may, but is not obligated to, notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address set forth herein.

TRUSTOR: Nathan Anderson and Rachel Anderson, husband and wife

SIGNATURE OF TRUSTOR:

  
Nathan Anderson

  
Rachel Anderson

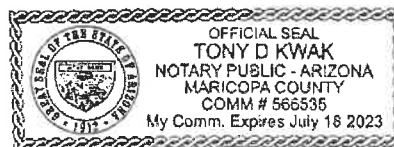
STATE OF Arizona ) ss.

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me, the undersigned Notary Public, by Nathan Anderson and Rachel Anderson, this 10<sup>th</sup> day of June, 2020

  
Notary Public

My Commission Expires: 07/18/2023



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**EXHIBIT "A"**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN SCOTTSDALE IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:**

**LOT 106, SHERWOOD HEIGHTS UNIT THREE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 68 OF MAPS, PAGE 12.**

**APN: 129-22-106**

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**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**  
**Issued By**  
**TITLE RESOURCES GUARANTY COMPANY**

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 2 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 4
- Exclusions on page 4 and 5
- Conditions on pages 5 through 7.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

**IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 5 and 6.**

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy—and not this sheet—is the legal document,

**YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If You have any questions about Your Policy, contact: TITLE RESOURCES GUARANTY COMPANY, 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251.

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**As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.**

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## OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 4 and 5
- The Conditions on pages 5 through 7.

## COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
  - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
  - b. Someone else's failure to create a valid document by electronic means.
  - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
  - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
  - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
  - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
  - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
  - b. Mortgage;
  - c. judgment, state or federal tax lien;
  - d. charge by a homeowner's or condominium association; or
  - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
  - a. any obligation to perform maintenance or repair on the Land; or
  - b. environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.

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14. The violation or enforcement of those portions of any law or government regulation concerning:
- building;
  - zoning;
  - land use;
  - improvements on the Land;
  - land division; or
  - environmental protection,
- if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- You are unable to obtain a building permit;
  - You are required to correct or remove the violation; or
  - someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
  - the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date — other than boundary walls or fences — which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

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30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

### OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

### THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

In Witness Whereof, Title Resources Guaranty Company has caused this policy to be signed and sealed by duly authorized officers as of Date of Policy shown in Schedule A.



An Authorized Signature



Title Resources Guaranty Company

By  President/CEO

Secretary

### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## CONDITIONS

### 1. DEFINITIONS

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - a legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - Title Resources Guaranty Company
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

### 2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
  - (1) anyone who inherits Your Title because of Your death;
  - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
  - (3) the trustee or successor trustee of Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Policy Date;
  - (4) the beneficiaries of Your Trust upon Your death; or
  - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

### 3. HOW TO MAKE A CLAIM

#### a. Prompt Notice Of Your Claim

- (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
- (2) Send Your notice to Title Resources Guaranty Company, Attention: Claims Department, 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or [trgclaims@titleresources.com](mailto:trgclaims@titleresources.com). Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
- (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

#### b. Proof Of Your Loss

- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
  - (a) the basis of Your claim;
  - (b) the Covered Risks which resulted in Your loss;
  - (c) the dollar amount of Your loss; and
  - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make

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available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

**4. OUR CHOICES WHEN WE LEARN OF A CLAIM**

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
  - (1) Pay the claim;
  - (2) Negotiate a settlement;
  - (3) Bring or defend a legal action related to the claim;
  - (4) Pay You the amount required by this Policy;
  - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
  - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
  - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
  - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

**5. HANDLING A CLAIM OR LEGAL ACTION**

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

**6. LIMITATION OF OUR LIABILITY**

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
  - (1) Your actual loss;
  - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
  - (3) the Policy Amount then in force.and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
  - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
  - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c.
  - (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
  - (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
    - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
      - (i) the cause of the claim is removed; or
      - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
    - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- d. All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21

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also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.

- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
    - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
    - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force ; and
    - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
  - f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.
7. TRANSFER OF YOUR RIGHTS TO US
- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
  - b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
  - c. We will pay any money We collect from enforcing these rights and remedies in the following order:
    - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
    - (2) to You for Your loss that You have not already collected;
    - (3) to Us for any money We paid out under this Policy on account of Your claim; and
    - (4) to You whatever is left.
  - d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.
8. THIS POLICY IS THE ENTIRE CONTRACT
- This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.
9. INCREASED POLICY AMOUNT
- The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.
10. SEVERABILITY
- If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.
11. ARBITRATION
- a. If permitted in the state where the Land is located, You or We may demand arbitration.
  - b. The law used in the arbitration is the law of the state where the Land is located.
  - c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
  - d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
  - e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
  - f. The arbitration award may be entered as a judgment in the proper court.
12. CHOICE OF LAW
- The law of the state where the Land is located shall apply to this policy.





**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
 For a one-to-four family residence  
 Issued By  
**TITLE RESOURCES GUARANTY COMPANY**

**SCHEDULE A**

Name and Address of Title Insurance Company: **Equity Title Agency, Inc., 3125 E. Lincoln Drive, Phoenix, AZ 85016**

Policy No.: **286-HO-02443567**

Premium: **\$2,185.00**

Policy Amount: **\$570,000.00**

Policy Date and Time: **June 12, 2020 at 2:10 P.M.**

Deductible Amounts and Maximum Dollar Limits of Liability For Covered Risk 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$5,000.00

Street Address of the Land:

**5925 E. WILSHIRE DRIVE, SCOTTSDALE, AZ 85257**

1. Name of Insured:

**NATHAN ANDERSON and RACHEL ANDERSON, husband and wife as Community Property with right of survivorship**

2. Your interest in the Land covered by this Policy is:

**A FEE**

3. The Land referred to in this Policy is described as:

**See Exhibit A attached hereto and made a part hereof.**

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**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**  
**Issued By**  
**TITLE RESOURCES GUARANTY COMPANY**

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 106, SHERWOOD HEIGHTS UNIT THREE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 68 of Maps, page 12.

APN: 129-22-106

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**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**  
**Issued By**  
**TITLE RESOURCES GUARANTY COMPANY**

**SCHEDULE B**

**EXCEPTIONS**

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2020
5. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
6. Easements as shown on the recorded Plat of said Subdivision.
7. RESTRICTIONS, CONDITIONS, COVENANTS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin Recorded in Docket 1936, page 520.
8. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:  
  
Amount: \$504,000.00  
Dated: June 8, 2020  
Recorded: June 12, 2020  
Document No.: 2020-0513335  
Trustor: Nathan Anderson and Rachel Anderson, husband and wife  
Trustee: Ronald B. Herb  
Beneficiary: RLS Capital Inc., an Arizona Corporation

**END OF SCHEDULE B**

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WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?		
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share
Call (888)485-3791		



Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with non-affiliates so they can market to you.</li> </ul>
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with non-affiliated financial companies for joint marketing purposes.</li> </ul>

Equity Title Agency, Inc.  
AFTER RECORDING, RETURN TO:  
NATHAN ANDERSON and RACHEL  
ANDERSON  
301 W. CORONADO ROAD  
PHOENIX, AZ 85003

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
ADRIAN FONTES  
20200513334 06/12/2020 02:10  
2443567-2-3-1-  
ELECTRONIC RECORDING

ESCROW No. 02443567-024-DR

This area reserved for County Recorder

1/2

## Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations,  
TIMOTHY NORMAN TROSTLE, As his Sole and Separate Property

do/does hereby convey to

NATHAN ANDERSON and RACHEL ANDERSON, husband and wife

the following real property situated in the county of MARICOPA, State of ARIZONA:

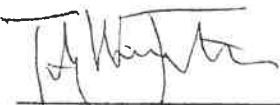
Lot 106, SHERWOOD HEIGHTS UNIT THREE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 68 of Maps, page 12.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

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

Dated June 1, 2020

GRANTOR(S):



TIMOTHY NORMAN TROSTLE

STATE OF ARIZONA


COUNTY OF MARICOPA

SS

This instrument was acknowledged before me this 9<sup>th</sup>  
day of June, 20 20 by  
TIMOTHY NORMAN TROSTLE



KRISTEN HATCH  
Notary Public - Arizona  
Maricopa Co. / #570030  
Expires 09/15/2023

  
My commission will expire 9/15/2023 Notary Public

WDEEDLTR

4-N 4-MD-2020  
6/2 9/22/2020

# Acceptance of Community Property with Right of Survivorship

Escrow #; 02443567-024 -DR

**NATHAN ANDERSON and RACHEL ANDERSON, husband and wife** each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says,

THAT I am one of the Grantees named in that certain Deed attached hereto and which is dated June 1, 2020 , and executed by **TIMOTHY NORMAN TROSTLE**, as Grantors, to **NATHAN ANDERSON and RACHEL ANDERSON**, as Grantees, and which conveys certain premises described as:

**Lot 106, SHERWOOD HEIGHTS UNIT THREE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 68 of Maps, page 12.**

To the Grantees named therein, not as Tenants in Common, not as Community property Estate, not as Joint Tenants with full right of Survivorship, but as Community Property with full right of Survivorship.

THAT each of us individually and jointly as Grantees hereby assert and affirm that it is our intention to accept said conveyance as such Community Property with full right of Survivorship and to acquire any interest we may have in said premises under the terms of said Deed as community property with right of survivorship.

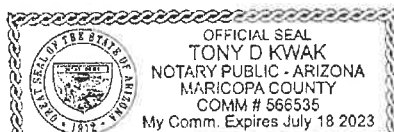
Dated **June 1, 2020**

  
NATHAN ANDERSON

  
RACHEL ANDERSON

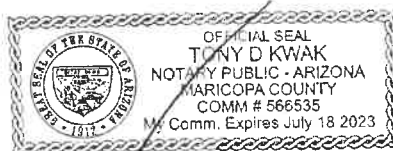
STATE OF ARIZONA  
County of **MARICOPA**

ss



STATE OF ARIZONA  
County of **MARICOPA**

ss



TDK

This instrument was acknowledged before me on June 10<sup>th</sup> 2020 by  
**NATHAN ANDERSON and RACHEL ANDERSON**

  
Notary Public

My commission will expire 07/18/2023

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Notary Public

My commission will expire \_\_\_\_\_

ACPTCP

4-N 4-MD-2020  
6/2 9/22/2020

**AFFIDAVIT OF PROPERTY VALUE****1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: 129-22-106  
 BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?  
 Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? \_\_\_\_\_

Please list the additional parcels below (attach list if necessary):

(1) \_\_\_\_\_ (2) \_\_\_\_\_  
 (3) \_\_\_\_\_ (4) \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS:**

TIMOTHY NORMAN TROSTLE  
6148 E. SHEA BLVD  
SCOTTSDALE, AZ 85254

**3. (a) BUYER'S NAME AND ADDRESS:**

NATHAN ANDERSON, RACHEL ANDERSON  
301 W. CORONADO ROAD  
PHOENIX, AZ 85003

(b) Are the Buyer and Seller related? Yes ☐ No ☒  
 If Yes, state relationship: \_\_\_\_\_

**4. ADDRESS OF PROPERTY:**

5925 E. WILSHIRE DRIVE  
SCOTTSDALE, AZ 85257

**5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)**

NATHAN ANDERSON  
301 W. CORONADO ROAD  
PHOENIX, AZ 85003

(b) Next tax payment due 1<sup>st</sup> 1/2 2020

**6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box**

- a. ☐ Vacant Land f. ☐ Commercial or Industrial Use  
 b. ☒ Single Family Residence g. ☐ Agricultural  
 c. ☐ Condo or Townhouse h. ☐ Mobile or Manufactured Home  
     ☐ Affixed ☐ Not Affixed  
 d. ☐ 2-4 Plex i. ☐ Other Use; Specify: \_\_\_\_\_  
 e. ☐ Apartment Building

**7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:**

- a. ☐ To be used as a primary residence.  
 b. ☐ To be rented to someone other than a "qualified family member."  
 c. ☒ To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units: \_\_\_\_\_  
 For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent \_\_\_\_\_

State of Arizona County of Maricopa

Subscribed and sworn to before me on this 11 day of June 2020

Notary Public \_\_\_\_\_

Notary Expiration Date 2/24/2022



**DAWN M. ROBINSON**  
 Notary Public - State of Arizona  
 MARICOPA COUNTY  
 My Commission Expires  
 February 24, 2022

DOR FORM 82162 (01/2015)

**FOR RECORDER'S USE ONLY**

OFFICIAL RECORDS OF  
 MARICOPA COUNTY RECORDER  
 ADRIAN FONTES  
 20200513334 06/12/2020 02:10  
 2443567-2-3-2-Y- AFFIDAVIT  
 ELECTRONIC RECORDING

**9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):**

- a. ☒ Warranty Deed d. ☐ Contract or Agreement  
 b. ☐ Special Warranty Deed e. ☐ Quit Claim Deed  
 c. ☐ Joint Tenancy Deed f. ☐ Other: \_\_\_\_\_

**10. SALE PRICE:** \$ 570,000.00

**11. DATE OF SALE (Numeric Digits):** 04 / 2020  
 Month / Year

**12. DOWN PAYMENT** \$ 66,000.00

**13. METHOD OF FINANCING:**

- a. ☐ Cash (100% of Sale Price) e. ☒ New loan(s) from financial institution:  
     (1) ☒ Conventional  
     (2) ☐ VA  
     (3) ☐ FHA  
 b. ☐ Barter or trade  
 c. ☐ Assumption of existing loan(s) f. ☐ Other financing; Specify: \_\_\_\_\_  
 d. ☐ Seller Loan (Carryback)

**14. PERSONAL PROPERTY (see reverse side for definition):**

- (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒  
 (b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: \_\_\_\_\_

**15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest:****16. SOLAR / ENERGY EFFICIENT COMPONENTS:**

- (a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒  
 If Yes, briefly describe the solar / energy efficient components: \_\_\_\_\_

**17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):**

Equity Title Agency, Inc.  
3125 E. Lincoln Drive, Phoenix, AZ 85016  
(602) 956-5141

**18. LEGAL DESCRIPTION (attach copy if necessary):**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Signature of Buyer / Agent \_\_\_\_\_

State of Arizona County of Maricopa

Subscribed and sworn to before me on this 10<sup>th</sup> day of June 2020

Notary Public \_\_\_\_\_

Notary Expiration Date 07/18/2023



OFFICIAL SEAL  
 TONY D KWAK  
 NOTARY PUBLIC - ARIZONA  
 MARICOPA COUNTY  
 COMM # 566535  
 My Comm. Expires July 18 2023

SFRM0135 (DSI Rev. 09/12/19)



**EXHIBIT "A"**  
**Legal Description**

Lot 106, SHERWOOD HEIGHTS UNIT THREE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 68 of Maps, page 12.

# Final Drainage Report

## For

### Minor Subdivision of Lot 106, Sherwood Heights, Unit 3 Scottsdale, AZ

Proj. #200505  
September 2020



For:

Nathan Anderson and Rachel Anderson, Husband and Wife  
301 West Corodano Road  
Phoenix, AZ 85003

By:

***D & M Engineering***  
***Steven W. Bargeloh, P.E.***

1020 East Gilbert Drive, Suite D  
Tempe, Arizona 85281

engineer@dmengineer.com

Phone: (480) 350-9590

Fax: (480) 350-9486

Plan #	
Case #	4-md-2020
Q-S #	
<input checked="" type="checkbox"/> Accepted	
<input type="checkbox"/> Corrections	
N. Baronas	10/7/2020
Reviewed By	Date

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### *Figures*

**Figure 1 – Area Location Map**

**Figure 2 – Aerial Photo Map**

**Figure 3 – FEMA FIRM Panel (Partial Copy)**

## **INTRODUCTION**

This report has been prepared in support of the preliminary plat submittal for the minor subdivision of Lot 106, Sherwood Heights on behalf of Nathan Anderson and Rachel Anderson, as husband and wife. The report will detail the existing and proposed drainage conditions of the project site including: off-site storm water run-off, on-site retention requirements, minimum finished floor criteria and drainage easements. The report will demonstrate the project's compliance with the City's Design Standards and Policies Manual and current development policy.

## **LOCATION**

The project site is located at 5925 East Wilshire Drive, Scottsdale, AZ 85257 in a portion of Section 33, Township 2 North and Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The site consists of a single parcel currently developed with a single-family residence and improvements typically associated with similar lots. A vicinity map and aerial photograph are attached as Figures 1 and 2, respectively. The site is bounded on the east and north by fully developed street sections, on the west by an alley right of way and to the south by a residential lot.

## **SITE DESCRIPTION AND PROPOSED DEVELOPMENT**

The project site is currently developed with a single-family residence, patio area, site walls and landscaping typical of the area. The proposed development will consist of splitting the parcel into two parcels and developing two new single-family residences consistent with the ongoing re-development in the vicinity of the project. On-site storm water retention will be provided via open retention basins, dissipated via direct percolation and/or drywell(s) and located in dedicated drainage easements.

## **FEMA FLOODPLAIN CLASSIFICATION**

The project site is in an area determined to be Zone X as depicted on FIRM panel 04013C2230L, dated December 5, 2014. Zone X is defined as areas outside the 0.2% annual chance floodplain. A reduced copy of the FIRM panel is attached as Figure 3.



## **OFF-SITE DRAINAGE**

### **Background**

The project site is located on a slight ridge on the northern slopes of the Papago Buttes. Storm water run-off in the project's vicinity tends to drain to the north via open swales following the areas historic drainage patterns. A site visit and exploration of the immediate area did not indicate and concentrated storm water run-off impacts the project site. Existing site walls will remain and as a result current drainage patterns will not be altered.

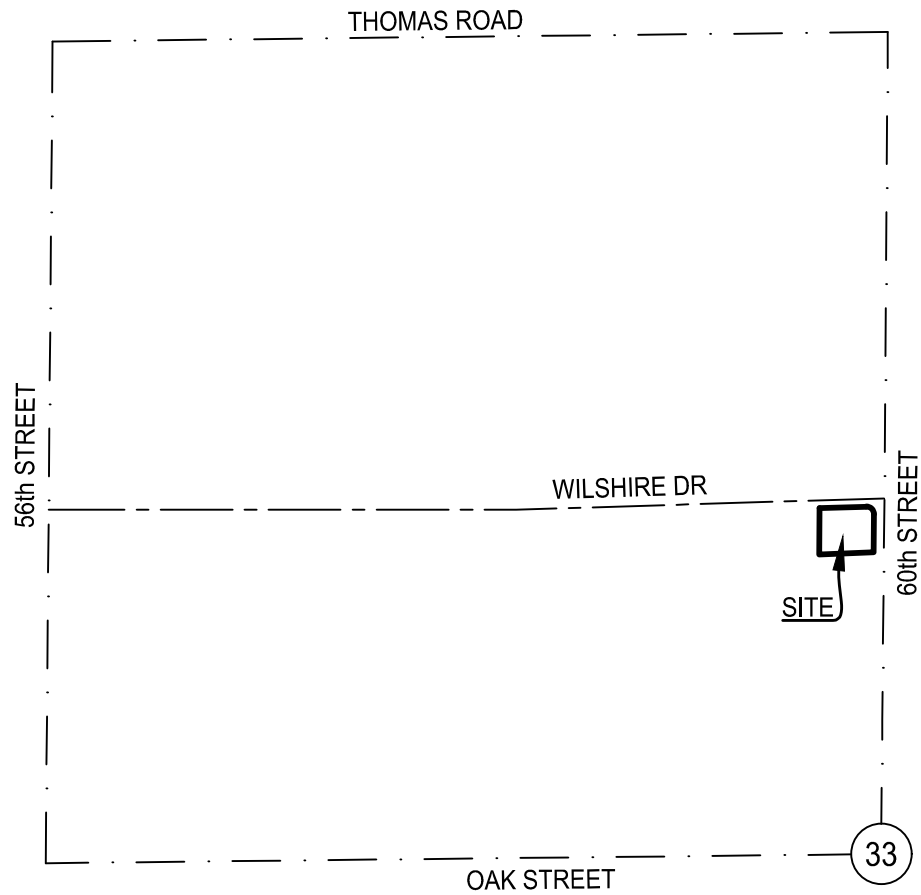
## **PROPOSED IMPROVEMENTS & FINISHED FLOOR ELEVATION**

The site will be developed with two single-family residences. The proposed finished floors will be sufficiently elevated to be free from inundation during the design storm event. Site landscape and hardscape will be graded to drain to new on-site retention basins. Basins will be sized to accommodate any increased storm water run-off developed due to added impervious areas and located in drainage easements. Proposed basins sized based on the conceptual site layout are depicted on the provided preliminary site plan with easement dimensions indicated.

## **CONCLUSIONS**

The site will supply storm water retention in a manner consistent with the DSPM and site grading will be developed to maintain the existing drainage patterns in the area. As a result, the proposed development will not negatively any adjacent properties.

## **FIGURE 1- AREA LOCATION MAP**



**VICINITY MAP**  
N.T.S.

## **FIGURE 2 – AERIAL PHOTO MAP**







### **FIGURE 3 – FIRM PANEL**



## NOTES TO USERS

This map is for use in administering the Nation Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Arizona State Plane Central zone (FIPSZONE 0202). The **horizontal datum** was NAD 83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. Map users wishing to obtain flood elevations referenced to the National Geodetic Vertical Datum of 1929 (NGVD 29) may use the following Maricopa County website application: <http://www.fcd.maricopa.gov/Maps/gis/maps/apps/gdacs/application/index.cfm>

This web tool allows users to obtain point-specific datum conversion values by zooming in and hovering over a VERTCON checkbox on the layers menu on the left side of the screen. The VERTCON grid referenced in this web application was also used to convert existing flood elevations from NGVD 29 to NAVD 88.

To obtain current elevation, description, and/or location information for National Geodetic Survey bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>. To obtain information about Geodetic Densification and Cadastral Survey bench marks produced by the Maricopa County Department of Transportation, please visit the Flood Control District of Maricopa County website at: <http://www.fcd.maricopa.gov/Maps/gis/maps/apps/gdacs/application/index.cfm>.

**Base map** information shown on this FIRM was derived from multiple sources. Aerial imagery was provided in digital format by the Maricopa County Department of Public Works, Flood Control District. The imagery is dated October 2009 to November 2009. Additional National Aerial Imagery Program (NAIP) imagery was provided by the Arizona State Land Department (ALRIS) and is dated 2007. The coordinate system used for the production of the digital FIRM is State Plane Arizona Central NAD83 HARN, International Feet.

The **profile baseline** depicted on this map represents the hydraulic modeling baselines that match flood profiles in the FIS report. As a result of improved topographic data, the **profile baseline**, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM, visit the **Map Service Center (MSC)** website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

If you have **questions about this map**, how to order products, or the National Flood Insurance Program in general, please call the **FEMA Map Information eXchange (FMIX)** at 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.

**Provisionally Accredited Levee Notes to Users:** Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To maintain accreditation, the levee owner or community is required to submit the data and documentation necessary to comply with Section 65.10 of the NFIP regulations by June 25, 2011. If the community or owner does not provide the necessary data and documentation or if the data and documentation provided indicate the levee system does not comply with Section 65.10 requirements, FEMA will revise the flood hazard and risk information for this area to reflect de-accreditation of the levee system. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit the FEMA Website at <http://www.fema.gov/business/nfip/index.shtm>.

## LEGEND

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**

**ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**

**ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.

**ZONE D** Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**

**OTHERWISE PROTECTED AREAS (OPAs)**

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary  
0.2% annual chance floodplain boundary  
Floodway boundary  
Zone D boundary  
CBRS and OPA boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

Base Flood Elevation line and value; elevation in feet\*

Base Flood Elevation value where uniform within zone; elevation in feet\*

\* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

Cross section line

Transect line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

1000-meter Universal Transverse Mercator grid ticks, zone 12

5000-foot grid ticks: Arizona State Plane coordinate system, central zone (FIPSZONE 0202), Transverse Mercator

Bench mark (see explanation in Notes to Users section of this FIRM panel)

River Mile

MAP REPOSITORIES

Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

April 15, 1988

September 30, 1995

July 19, 2001

September 30, 2005

October 16, 2013 - to change base flood elevations, to add roads and road names, to change floodway, to incorporate previously issued letters of map revision, to add floodway, to add special flood hazard areas, to update corporate limits, to add base flood elevation, and to advance suffix.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Project Site:  
5925 E. Wilshire Dr.  
Scottsdale, AZ 85257

NFIP

PANEL 2230L

NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP  
MARICOPA COUNTY,  
ARIZONA  
AND INCORPORATED AREAS

**PANEL 2230 OF 4425**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)  
**CONTAINS:**  
COMMUNITY NUMBER PANEL SUFFIX  
MARICOPA COUNTY 040307 2230 L  
PHOENIX CITY OF 040551 2230 L  
SCOTTSDALE CITY OF 040512 2230 L  
TEMPE CITY OF 040254 2230 L

Notice to User: The **Map Number** shown below should be used when placing map orders. The **Community Number** shown above should be used on insurance applications for the subject community.



Federal Emergency Management Agency

**MAP NUMBER**  
04013C2230L

**MAP REVISED**  
OCTOBER 16, 2013

4-MD-2020

9/22/2020



## Ruenger, Jeffrey

---

**From:** ktognoni@gmail.com  
**Sent:** Sunday, July 12, 2020 10:57 AM  
**To:** Projectinput  
**Subject:** Opposed to Case 4-MD-2020

**Categories:** Jeff

⚠ External Email: Please use caution if opening links or attachments!



I oppose the Case #4-MD-2020 Lot split of 5925 E. Wilshire Drive due to several issues. Three key are 1: The Narrative contains the incorrect zoning designation. The zoning is R1-10 PRD not just R1-10. No mention of how the project will affect the neighborhood in regards to the PRD. 2: Unlike every other lot on that block, one of the proposed lots does not have access to the alley for waste and large items. 3. Limited off street parking in an area that rarely sees overnight parked cars, -- sent by Keith Tognoni (case# 4-MD-2020)



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# Request for Site Visits and/or Inspections

## Development Application (Case Submittals)



This request concerns all property identified in the development application.

Pre-application No: 182-PA-2020

Project Name: WILSHIRE MINOR SUBDIVISION

Project Address: 5925 EAST WILSHIRE DR., SCOTTSDALE, AZ 85257

### 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 owner's agent: STEVE BARGELOH

Print Name

[Signature]  
Signature

### City Use Only:

Submittal Date: \_\_\_\_\_ Case number: \_\_\_\_\_

### Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)

## Steve Bargeloh

---

**From:** Nathan Anderson <nathan.anderson@rebuildtheblock.com>  
**Sent:** Thursday, June 18, 2020 10:40 AM  
**To:** Steve Bargeloh  
**Subject:** Re: FW: Title report

I don't have a letterhead. Will an email do? If so see my attorization below:

I Nathan Andertson, Owner of Rebuild the Block LLC give D&M engineering the authorization to work on my behalf in conjunction with the minor subdivision located at 5925 E Wilshire Dr. Scottsdale AZ 85257.

Please let me know if this will suffice

Best regards,

--

Nathan Anderson  
Real Estate Agent - Coldwell Banker - Biltmore & Paradise Valley  
Owner - Rebuild The Block  
602.730.0668 (Phoenix Cell)  
925.640.2880 (Bay Area Cell)

[www.nathananderson.cbintouch.com](http://www.nathananderson.cbintouch.com)

Follow us on Instagram: REBUILDTHEBLOCK

Follow On Facebook: Rebuild The Block LLC

On Thu, Jun 18, 2020 at 10:26 AM Steve Bargeloh <[steve.bargeloh@dmengineer.com](mailto:steve.bargeloh@dmengineer.com)> wrote:

Also, need a letter on your letterhead authorizing me to work on your behalf.

Steve

---

**From:** Steve Bargeloh <[steve.bargeloh@dmengineer.com](mailto:steve.bargeloh@dmengineer.com)>  
**Sent:** Thursday, June 18, 2020 10:07 AM  
**To:** [nathan.anderson@rebuildtheblock.com](mailto:nathan.anderson@rebuildtheblock.com)  
**Subject:** Title report

Nathan,

The title report you provided is dated April 30, 2020. Scottsdale will reject this since it is older than 30 days. Please provide an updated commitment and be sure you are indicated as the owner. Also since the County's website hasn't updated to show you as the owner I'll need a copy of your deed.

Steve Bargeloh, P.E

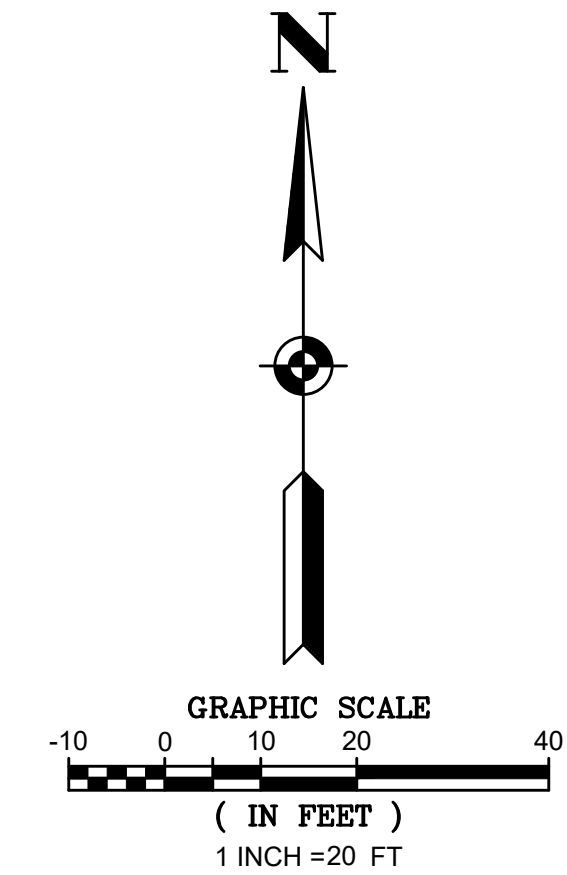
D & M Engineering

1020 E. Gibert Drive, Suite D

Tempe, AZ 85281

(480) 350-9590



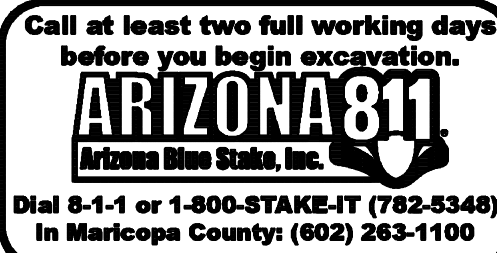


LEGEND (SOME ITEMS MAY NOT APPLY)

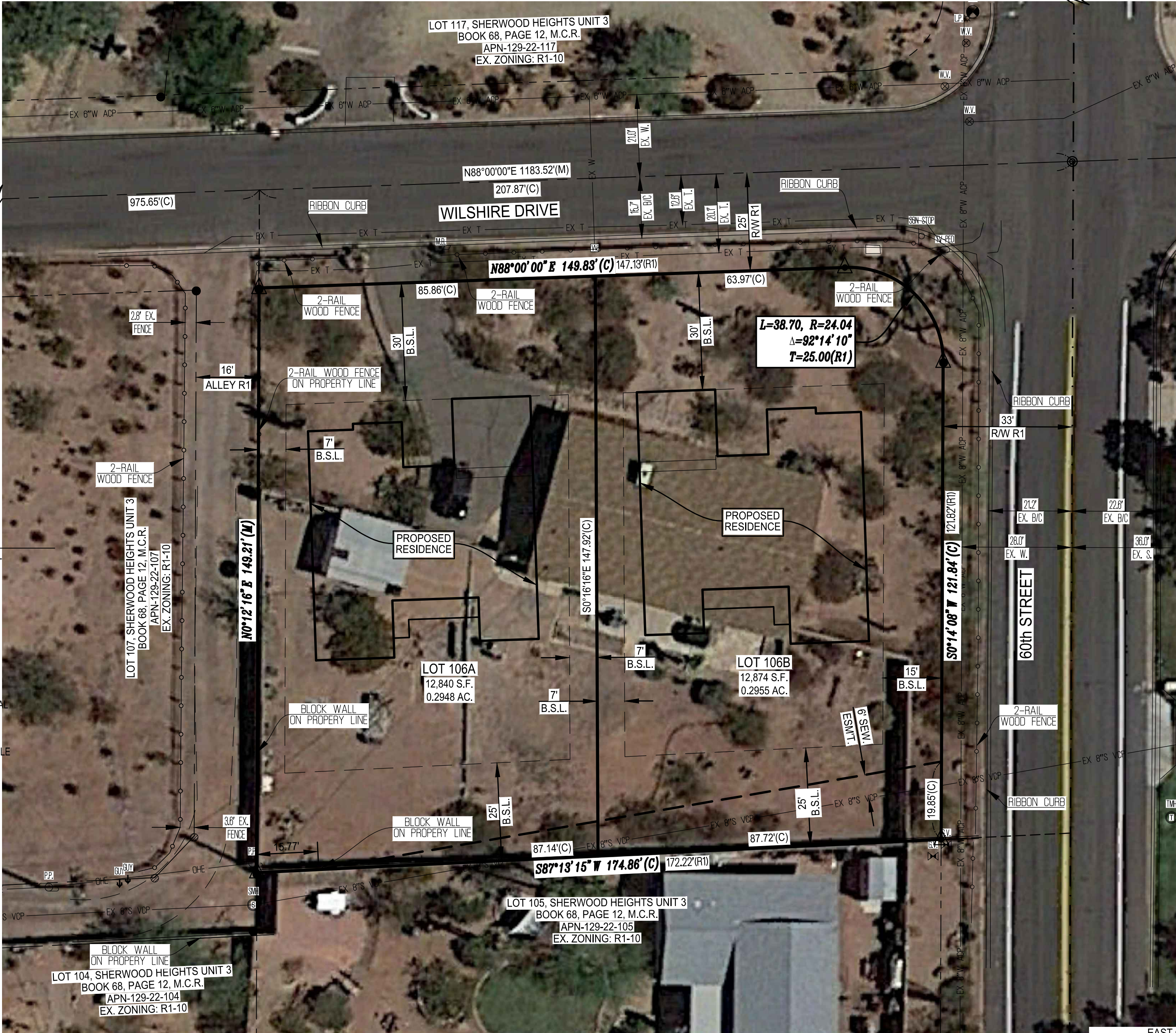
	BOUNDARY CORNER, SET REBAR R.L.S. #48680, UNLESS NOTED OTHERWISE	E/P	EDGE OF PAVEMENT
	BOUNDARY TIE LINE	B/C	BACK OF CURB
	STREET CENTER LINE	W.	WATER
	APPROXIMATE UNIT LINE, FOR REFERENCE ONLY	S.	SEWER
	ADJACENT PROPERTY LINE	T.	TELEPHONE
	EXISTING EASEMENT	FH	FIRE HYDRANT
	OVERHEAD ELECTRIC	WV	WATER VALVE
	WOOD FENCE	PP	POWER POLE
	U.G. TELEPHONE (LOCATED BY BLUESTAKE)	SS	SIGNAGE
	EX. WATER MAIN	TV-PB	TELEVISION PEDISTAL
	EX. WATER SERVICE	SSCL	SEWER CLEANOUT
	EX. SANITARY SEWER MAIN	SM	SEWER MANHOLE
	CALCULATED DISTANCE	TM	TELEPHONE MANHOLE
	MEASURED DISTANCE	W	WATER METER
	BOOK 68, PAGE 12, M.C.R.	LP	LIGHT POLE
	BOOK 1406, PAGE 31, M.C.R.	MB	MAIL BOX
	BOOK 912, PAGE 46, M.C.R.	GV	GAS VALVE
	ASSESSOR'S PARCEL NUMBER	SAGU	SAGUARO CACTUS
	MARICOPA COUNTY RECORDER	DIFF	BARREL CACTUS
	RIGHT OF WAY		

FLOOD INSURANCE RATE MAP INFORMATION

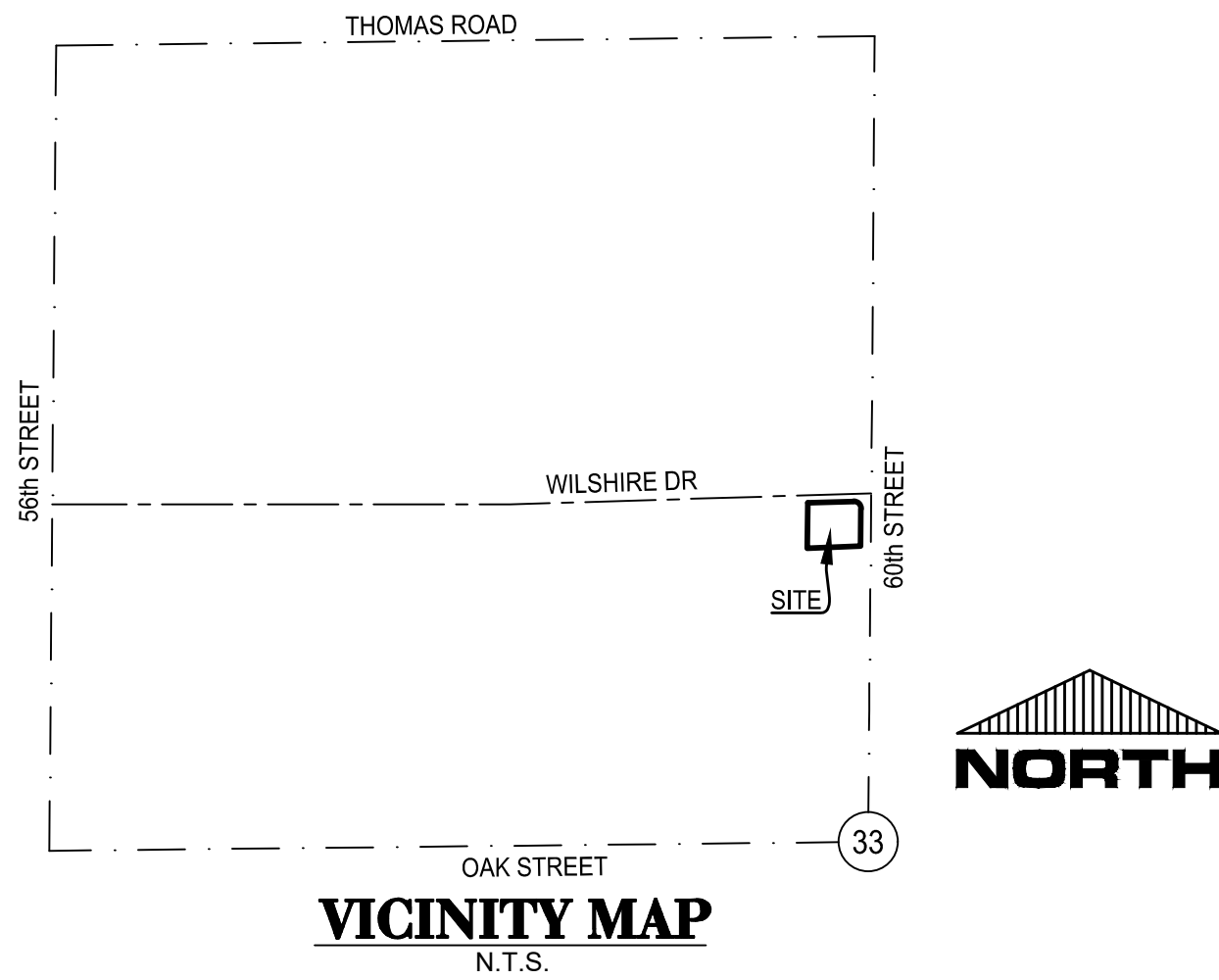
COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
045012	04013C2230	L	OCTOBER 16, 2013	X	NA
	OCT. 16, 2013				



NOTE: THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF D & M ENGINEERING. ANY UNAUTHORIZED REPRODUCTIONS, REVISIONS, ADDITIONS, OR ALTERATIONS OF THESE DRAWINGS IS STRICTLY PROHIBITED, AND WILL BE CONSIDERED TO BE IN VIOLATION OF ARIZONA STATE TECHNICAL BOARD, CODE 32-125 AND 32-142.



CONTEXT AERIAL  
FOR  
SHERWOOD HEIGHTS, LOT 106 REPLAT  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 4 EAST,  
SALT RIVER AND BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA  
5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257



LOT TABLE		
LOT #	AREA (SF)	AREA(AC.)
LOT 1	12,840 S.F.	0.295 AC.
LOT 2	12,874 S.F.	0.296 AC.

OWNER

TIMOTHY NORMAN TROSTLE  
6148 E SHEA BLVD.  
SCOTTSDALE, AZ 85254

DEVELOPER

REBUILD THE BLOCK, LLC  
NATHAN ANDERSON  
301 W. CORONADO ROAD  
PHOENIX, AZ 85003  
PH: 925-640-2880

SURVEYOR

D & M ENGINEERING  
DURAN THOMPSON, P.E., R.L.S.  
1020 EAST GILBERT DRIVE, SUITE D  
TEMPE, AZ 85281  
PHONE: 480-350-9890  
FAX: 480-350-9486

LEGAL DESCRIPTION

LOT 106, SHERWOOD HEIGHTS UNIT THREE, AS RECORDED IN BOOK 68 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA

NOTES

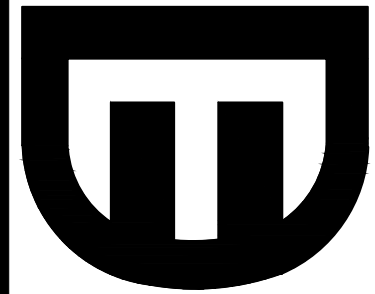
- NET/GROSS AREA IS 25,676 S.F., 0.589 AC.
- MINIMUM LOT SIZE: 12,840 sq.ft., AVERAGE LOT SIZE: 12,857 sq.ft.
- EXISTING ZONING: R1-10
- THE BASIS OF BEARING IS THE CENTERLINE OF WILSHIRE DRIVE, SAID LINE BEARS NORTH 88°00'00" EAST PER "SHERWOOD HEIGHTS UNIT THREE" BOOK 68, PAGE 12 OF RECORDS OF MARICOPA COUNTY.
- LOWEST FINISHED FLOOR (LFF8) TO BE ESTABLISHED ON LOT SPECIFIC SITE, GRADING AND DRAINAGE PLAN.
- APN: 129-22-106
- Q.S.: 14-41

PROPOSED DEVELOPMENT

- PROPOSED RESIDENCES SHOWN FOR REFERENCE ONLY IN AN EFFORT TO DEMONSTRATE THE FEASIBILITY OF THE PROPOSED MINOR LAND DIVISION.
- THE DEVELOPMENT OF THE REAR-YARD AREA IS ALLOWED PER SECTION 5.404.E.3(2) OF THE CITY'S ZONING ORDINANCE.

D&M Engineering, LLC

Duran Thompson, P.E.  
1020 East Gilbert Drive, Suite D  
Tempe, AZ 85281  
Ph: (480) 350-9590, Fax: (480) 350-9486  
E-Mail: engineer@dmengineer.com



SHERWOOD HEIGHTS, LOT 106 REPLAT

5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257

CONTEXT AERIAL

CLIENT/PROJECT

TITLE



DESIGNED	SWB
DRAWN	AGY
CHECKED	SWB
DATE	6-14-20
SCALE	1" = 20'
PROJECT	200505
FILE NAME	PRE-PLAT

SHEET

1 OF 1



## **Project Narrative Development Review Board**

While preparing the project narrative, please refer to the Development Review Board Criteria (refer to attachment #A), which serve as the basis for the review and approval of your proposal. Provide information, descriptions, and explanations that are indicated by the Project Coordinator.

- ☐ Describe how the proposed development is consistent with the Character and Design Chapter of the Scottsdale General Plan, the Zoning Ordinance, any pertinent master plan, scenic corridor guideline, or streetscape guideline.
- ☐ Explain how the proposed development will contribute to the general health, welfare, safety and convenience of persons residing or working in the vicinity.
- ☐ Describe the spatial relationship that will exist between nearby structures and the proposed development, as well as open spaces, and topography, both within the project site and in the surrounding context.
- ☐ Explain how the site layout will promote safety and convenience relative to ingress, egress, internal circulation for pedestrians and vehicles, parking areas, loading and service areas.
- ☐ Describe how the architectural characteristics of the proposed development relate to character elements and design features of the structures that are within the surrounding context.
- ☐ Describe how the design features and details of the proposed development have been utilized to screen all mechanical equipment, appurtenances and utilities.
- ☐ Describe how the proposed development is consistent with the Sensitive Design Principles, pertinent Architectural Design Guidelines and other design guidelines.
- ☐ If the proposed development is located within the environmentally sensitive lands (ESL) district, explain how the proposed development complies with the recommendations and guidelines that are described in the environmentally sensitive lands (ESL) ordinance.
- ☐ If the proposed development is located within the HP, historic property district, then describe how the proposed development has utilized any unique or characteristic architectural features throughout the design of the project.
- ☐ If the proposed development is located within the downtown district, then describe how the proposed development has incorporated urban character and pedestrian orientation throughout the design of the project.
- ☐ If the proposed development is located within the downtown district, then describe how the proposed development has incorporated traditional or southwestern design vernaculars, subdivided the building form into smaller character elements, emphasized fine-grain detailing, and utilized recessed fenestrations.
- ☐ If the proposed development is located within the downtown district, then describe how the proposed development has incorporated the urban design and architectural design guidelines.





# Project Narrative

This document will be uploaded to a Case Fact Sheet on the City's web site.

Date: \_\_\_\_\_

Project No: \_\_\_\_\_-PA-\_\_\_\_\_

Coordinator: \_\_\_\_\_

Case No: \_\_\_\_\_

Project Name: \_\_\_\_\_

## Project Location:

**Property Details:** ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Industrial

Current Zoning: ~~XXXXXXXXXXXX~~ Proposed Zoning: ~~XXXXXXXXXXXX~~

Number of Buildings: ~~XXXXXXXXXX~~ Parcel Size: ~~XXXXXXXXXX~~

Gross Floor Area/Total Units: \_\_\_\_\_ Floor Area Ration/Density: \_\_\_\_\_

Parking Required: \_\_\_\_\_ Parking Provided: \_\_\_\_\_

Setbacks: N - \_\_\_\_\_ E - \_\_\_\_\_ S - \_\_\_\_\_ W - \_\_\_\_\_

## Description or Request:

## Planning, Neighborhood & Transportation Division

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

**Final Drainage Report**  
**For**  
**Minor Subdivision of Lot 106, Sherwood Heights, Unit 3**  
**Scottsdale, AZ**

**Proj. #200505**  
**September 2020**



For:

Nathan Anderson and Rachel Anderson, Husband and Wife  
301 West Corodano Road  
Phoenix, AZ 85003

By:

***D & M Engineering***  
***Steven W. Bargeloh, P.E.***  
1020 East Gilbert Drive, Suite D  
Tempe, Arizona 85281  
engineer@dmengineer.com  
Phone: (480) 350-9590  
Fax: (480) 350-9486

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### *Figures*

**Figure 1 – Area Location Map**

**Figure 2 – Aerial Photo Map**

**Figure 3 – FEMA FIRM Panel (Partial Copy)**

## **INTRODUCTION**

This report has been prepared in support of the preliminary plat submittal for the minor subdivision of Lot 106, Sherwood Heights on behalf of Nathan Anderson and Rachel Anderson, as husband and wife. The report will detail the existing and proposed drainage conditions of the project site including: off-site storm water run-off, on-site retention requirements, minimum finished floor criteria and drainage easements. The report will demonstrate the project's compliance with the City's Design Standards and Policies Manual and current development policy.

## **LOCATION**

The project site is located at 5925 East Wilshire Drive, Scottsdale, AZ 85257 in a portion of Section 33, Township 2 North and Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The site consists of a single parcel currently developed with a single-family residence and improvements typically associated with similar lots. A vicinity map and aerial photograph are attached as Figures 1 and 2, respectively. The site is bounded on the east and north by fully developed street sections, on the west by an alley right of way and to the south by a residential lot.

## **SITE DESCRIPTION AND PROPOSED DEVELOPMENT**

The project site is currently developed with a single-family residence, patio area, site walls and landscaping typical of the area. The proposed development will consist of splitting the parcel into two parcels and developing two new single-family residences consistent with the ongoing re-development in the vicinity of the project. On-site storm water retention will be provided via open retention basins, dissipated via direct percolation and/or drywell(s) and located in dedicated drainage easements.

## **FEMA FLOODPLAIN CLASSIFICATION**

The project site is in an area determined to be Zone X as depicted on FIRM panel 04013C2230L, dated December 5, 2014. Zone X is defined as areas outside the 0.2% annual chance floodplain. A reduced copy of the FIRM panel is attached as Figure 3.

## **OFF-SITE DRAINAGE**

### **Background**

The project site is located on a slight ridge on the northern slopes of the Papago Buttes. Storm water run-off in the project's vicinity tends to drain to the north via open swales following the areas historic drainage patterns. A site visit and exploration of the immediate area did not indicate and concentrated storm water run-off impacts the project site. Existing site walls will remain and as a result current drainage patterns will not be altered.

## **PROPOSED IMPROVEMENTS & FINISHED FLOOR ELEVATION**

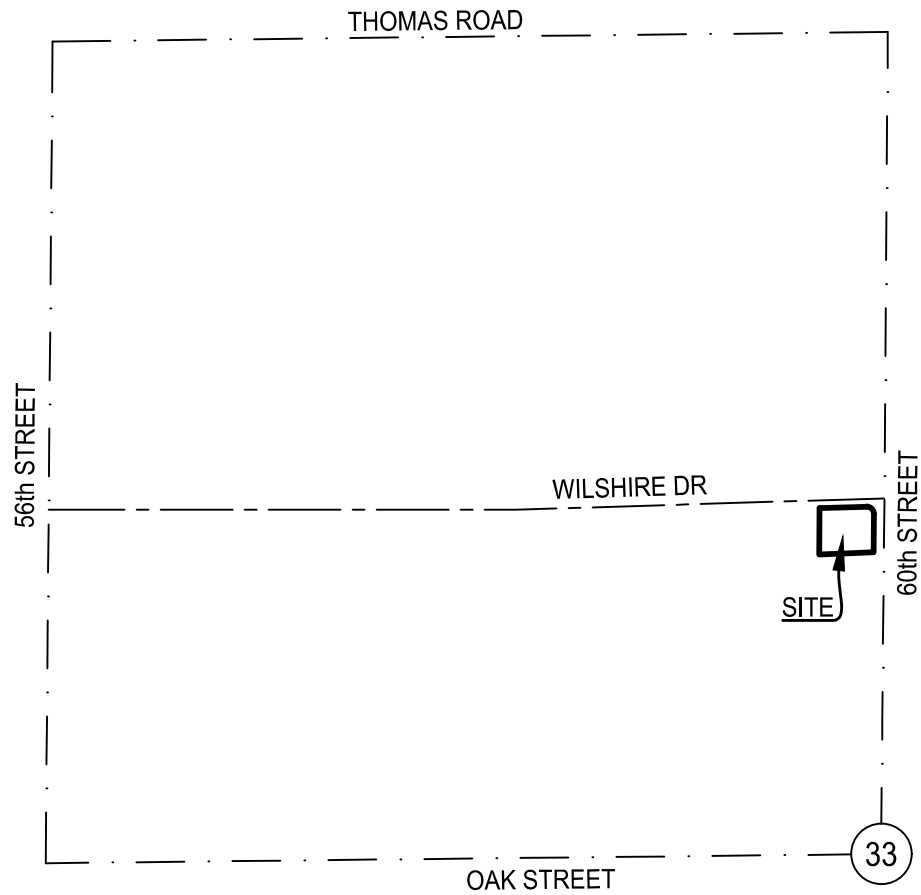
The site will be developed with two single-family residences. The proposed finished floors will be sufficiently elevated to be free from inundation during the design storm event. Site landscape and hardscape will be graded to drain to new on-site retention basins. Basins will be sized to accommodate any increased storm water run-off developed due to added impervious areas and located in drainage easements. Proposed basins sized based on the conceptual site layout are depicted on the provided preliminary site plan with easement dimensions indicated.

## **CONCLUSIONS**

The site will supply storm water retention in a manner consistent with the DSPM and site grading will be developed to maintain the existing drainage patterns in the area. As a result, the proposed development will not negatively any adjacent properties.



## **FIGURE 1- AREA LOCATION MAP**



**VICINITY MAP**  
N.T.S.

## **FIGURE 2 – AERIAL PHOTO MAP**





Aerial Map  
Sherwood Heights, Lot 106

Legend

Project Site:  
5925 E Wilshire Dr.  
Scottsdale, AZ 85257

Google Earth  
© 2020 Google



### **FIGURE 3 – FIRM PANEL**



## NOTES TO USERS

This map is for use in administering the Nation Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Arizona State Plane Central zone (FIPSZONE 0202). The **horizontal datum** was NAD 83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. Map users wishing to obtain flood elevations referenced to the National Geodetic Vertical Datum of 1929 (NGVD 29) may use the following Maricopa County website application: <http://www.fcd.maricopa.gov/Maps/gis/maps/apps/gdacs/application/index.cfm>

This web tool allows users to obtain point-specific datum conversion values by zooming in and hovering over a VERTCON checkbox on the layers menu on the left side of the screen. The VERTCON grid referenced in this web application was also used to convert existing flood elevations from NGVD 29 to NAVD 88.

To obtain current elevation, description, and/or location information for National Geodetic Survey bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>. To obtain information about Geodetic Densification and Cadastral Survey bench marks produced by the Maricopa County Department of Transportation, please visit the Flood Control District of Maricopa County website at: <http://www.fcd.maricopa.gov/Maps/gis/maps/apps/gdacs/application/index.cfm>.

**Base map** information shown on this FIRM was derived from multiple sources. Aerial imagery was provided in digital format by the Maricopa County Department of Public Works, Flood Control District. The imagery is dated October 2009 to November 2009. Additional National Aerial Imagery Program (NAIP) imagery was provided by the Arizona State Land Department (ALRIS) and is dated 2007. The coordinate system used for the production of the digital FIRM is State Plane Arizona Central NAD83 HARN, International Feet.

The **profile baseline** depicted on this map represents the hydraulic modeling baselines that match flood profiles in the FIS report. As a result of improved topographic data, the **profile baseline**, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM, visit the **Map Service Center (MSC)** website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

If you have **questions about this map**, how to order products, or the National Flood Insurance Program in general, please call the **FEMA Map Information eXchange (FMIX)** at 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.

**Provisionally Accredited Levee Notes to Users:** Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To maintain accreditation, the levee owner or community is required to submit the data and documentation necessary to comply with Section 65.10 of the NFIP regulations by June 25, 2011. If the community or owner does not provide the necessary data and documentation or if the data and documentation provided indicate the levee system does not comply with Section 65.10 requirements, FEMA will revise the flood hazard and risk information for this area to reflect de-accreditation of the levee system. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit the FEMA Website at <http://www.fema.gov/business/nfip/index.shtm>.

## LEGEND

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**

**ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**

**ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.

**ZONE D** Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**

**OTHERWISE PROTECTED AREAS (OPAs)**

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary

0.2% annual chance floodplain boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

Base Flood Elevation line and value; elevation in feet\*

Base Flood Elevation value where uniform within zone; elevation in feet\*

\* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

Cross section line

Traverse line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

1000-meter Universal Transverse Mercator grid ticks, zone 12

5000-foot grid ticks: Arizona State Plane coordinate system, central zone (FIPSZONE 0202), Transverse Mercator

Bench mark (see explanation in Notes to Users section of this FIRM panel)

River Mile

MAP REPOSITORIES

Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

April 15, 1988

September 30, 1995

July 19, 2001

September 30, 2005

October 16, 2013 - to change base flood elevations, to add roads and road names, to change floodway, to incorporate previously issued letters of map revision, to add floodway, to add special flood hazard areas, to update corporate limits, to add base flood elevation, and to advance suffix.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET METERS

300 0 300 600 METERS

NFIP PANEL 2230L

FIRM

FLOOD INSURANCE RATE MAP

MARICOPA COUNTY,

ARIZONA

AND INCORPORATED AREAS

PANEL 2230 OF 4425

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY NUMBER PANEL SUFFIX

MARICOPA COUNTY 040307 2230 L

PHOENIX CITY OF 040551 2230 L

SCOTTSDALE CITY OF 040512 2230 L

TEMPE CITY OF 040254 2230 L

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 04013C2230L

MAP REVISED

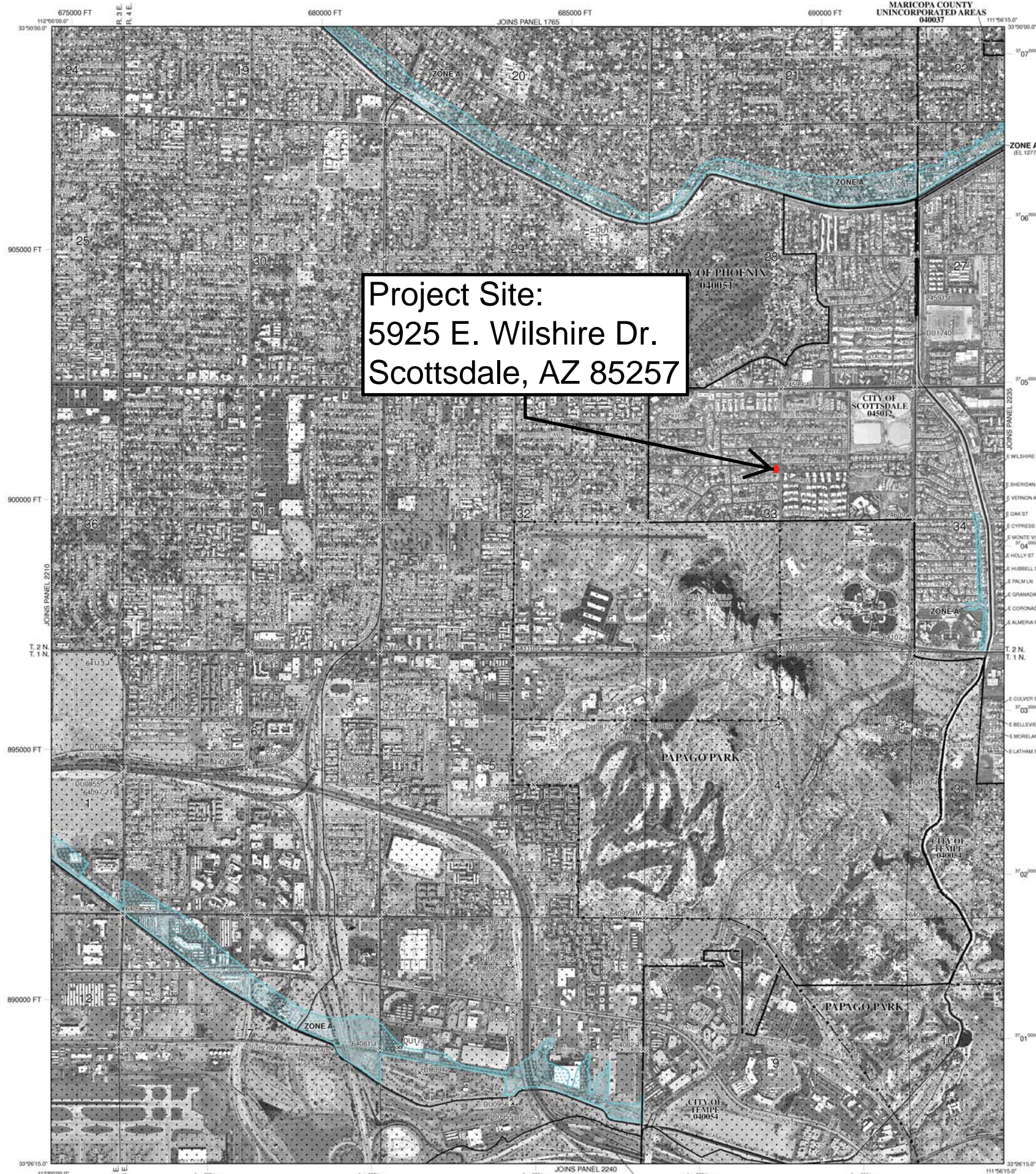
OCTOBER 16, 2013

Federal Emergency Management Agency

4-MD-2020

9/22/2020

Project Site:  
5925 E. Wilshire Dr.  
Scottsdale, AZ 85257



NOTE: THIS AREA IS SHOWN AS BEING PROTECTED FROM THE 1-PERCENT-ANNUAL-CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM THAT HAS BEEN PROVISIONALLY ACCREDITED. OVERTOPPING OR FAILURE OF ANY LEVEE SYSTEM IS POSSIBLE. FOR ADDITIONAL INFORMATION, SEE THE PROVISIONALLY ACCREDITED LEVEE NOTE IN NOTES TO USERS.



## **Project Narrative Development Review Board**

While preparing the project narrative, please refer to the Development Review Board Criteria (refer to attachment #A), which serve as the basis for the review and approval of your proposal. Provide information, descriptions, and explanations that are indicated by the Project Coordinator.

- ☐ Describe how the proposed development is consistent with the Character and Design Chapter of the Scottsdale General Plan, the Zoning Ordinance, any pertinent master plan, scenic corridor guideline, or streetscape guideline.
- ☐ Explain how the proposed development will contribute to the general health, welfare, safety and convenience of persons residing or working in the vicinity.
- ☐ Describe the spatial relationship that will exist between nearby structures and the proposed development, as well as open spaces, and topography, both within the project site and in the surrounding context.
- ☐ Explain how the site layout will promote safety and convenience relative to ingress, egress, internal circulation for pedestrians and vehicles, parking areas, loading and service areas.
- ☐ Describe how the architectural characteristics of the proposed development relate to character elements and design features of the structures that are within the surrounding context.
- ☐ Describe how the design features and details of the proposed development have been utilized to screen all mechanical equipment, appurtenances and utilities.
- ☐ Describe how the proposed development is consistent with the Sensitive Design Principles, pertinent Architectural Design Guidelines and other design guidelines.
- ☐ If the proposed development is located within the environmentally sensitive lands (ESL) district, explain how the proposed development complies with the recommendations and guidelines that are described in the environmentally sensitive lands (ESL) ordinance.
- ☐ If the proposed development is located within the HP, historic property district, then describe how the proposed development has utilized any unique or characteristic architectural features throughout the design of the project.
- ☐ If the proposed development is located within the downtown district, then describe how the proposed development has incorporated urban character and pedestrian orientation throughout the design of the project.
- ☐ If the proposed development is located within the downtown district, then describe how the proposed development has incorporated traditional or southwestern design vernaculars, subdivided the building form into smaller character elements, emphasized fine-grain detailing, and utilized recessed fenestrations.
- ☐ If the proposed development is located within the downtown district, then describe how the proposed development has incorporated the urban design and architectural design guidelines.



# Project Narrative

This document will be uploaded to a Case Fact Sheet on the City's web site.

Date: \_\_\_\_\_

Project No: \_\_\_\_\_-PA-\_\_\_\_\_

Coordinator: \_\_\_\_\_

Case No: \_\_\_\_\_

Project Name: \_\_\_\_\_

## Project Location:

**Property Details:** ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Industrial

Current Zoning: ~~XXXXXXXXXXXX~~ Proposed Zoning: \_\_\_\_\_

Number of Buildings: ~~XXXXXXXXXX~~ Parcel Size: \_\_\_\_\_

Gross Floor Area/Total Units: \_\_\_\_\_ Floor Area Ration/Density: \_\_\_\_\_

Parking Required: \_\_\_\_\_ Parking Provided: \_\_\_\_\_

Setbacks: N - \_\_\_\_\_ E - \_\_\_\_\_ S - \_\_\_\_\_ W - \_\_\_\_\_

## Description or Request:

## Planning, Neighborhood & Transportation Division

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

NA

## Steve Bargeloh

---

**From:** Nathan Anderson <nathan.anderson@rebuildtheblock.com>  
**Sent:** Thursday, June 18, 2020 10:40 AM  
**To:** Steve Bargeloh  
**Subject:** Re: FW: Title report

I don't have a letterhead. Will an email do? If so see my attorization below:

I Nathan Andertson, Owner of Rebuild the Block LLC give D&M engineering the authorization to work on my behalf in conjunction with the minor subdivision located at 5925 E Wilshire Dr. Scottsdale AZ 85257.

Please let me know if this will suffice



Best regards,

--

Nathan Anderson  
Real Estate Agent - Coldwell Banker - Biltmore & Paradise Valley  
Owner - Rebuild The Block  
602.730.0668 (Phoenix Cell)  
925.640.2880 (Bay Area Cell)

[www.nathananderson.cbintouch.com](http://www.nathananderson.cbintouch.com)

Follow us on Instagram: REBUILDTHEBLOCK

Follow On Facebook: Rebuild The Block LLC

On Thu, Jun 18, 2020 at 10:26 AM Steve Bargeloh <[steve.bargeloh@dmengineer.com](mailto:steve.bargeloh@dmengineer.com)> wrote:

Also, need a letter on your letterhead authorizing me to work on your behalf.

Steve

---

**From:** Steve Bargeloh <[steve.bargeloh@dmengineer.com](mailto:steve.bargeloh@dmengineer.com)>  
**Sent:** Thursday, June 18, 2020 10:07 AM  
**To:** [nathan.anderson@rebuildtheblock.com](mailto:nathan.anderson@rebuildtheblock.com)  
**Subject:** Title report

Nathan,



NA  
The title report you provided is dated April 30, 2020. Scottsdale will reject this since it is older than 30 days. Please provide an updated commitment and be sure you are indicated as the owner. Also since the County's website hasn't updated to show you as the owner I'll need a copy of your deed.

Steve Bargeloh, P.E

D & M Engineering

1020 E. Gibert Drive, Suite D

Tempe, AZ 85281


(480) 350-9590

**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:

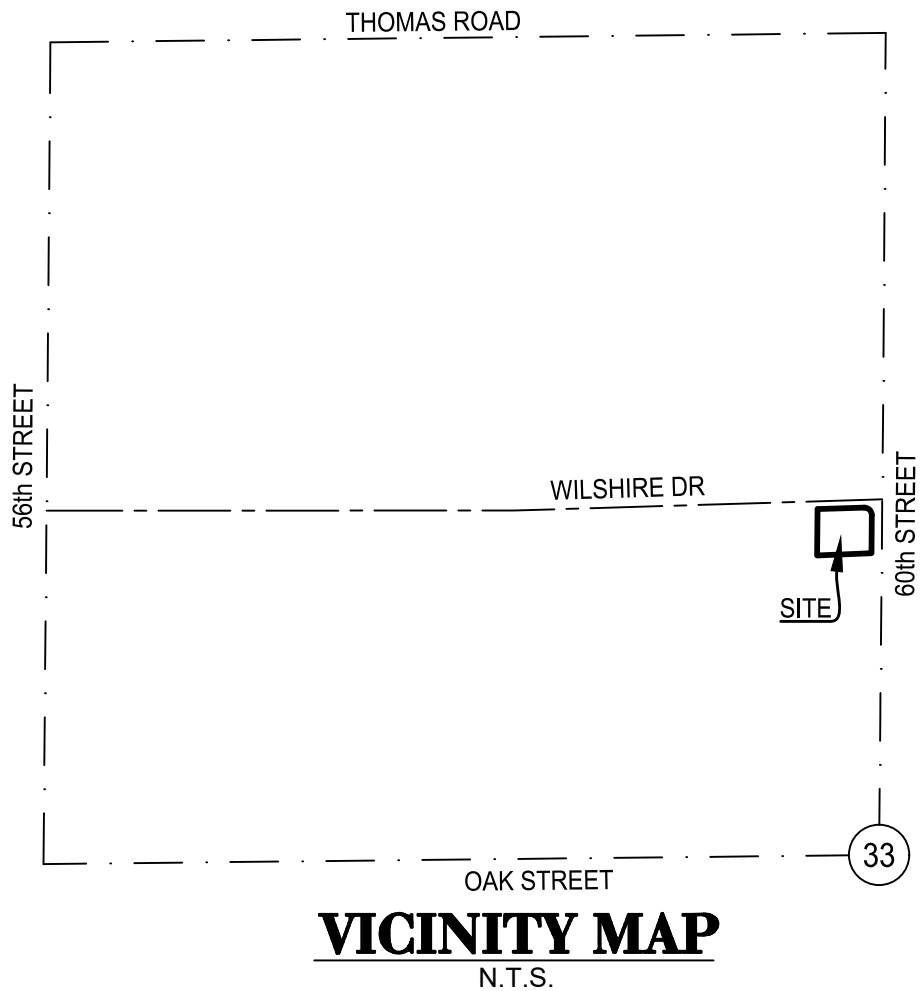
5925 EAST WILSHIRE DRIVE, SCOTTSDALE, AZ 85257  
(address where development approval, building permits, or city required improvements and dedications are being required)

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

06/14/20  
Date

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY  
FOR  
**SHERWOOD HEIGHTS, LOT 106**  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 4 EAST,  
SALT RIVER AND BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA  
5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257



**OWNER**

TIMOTHY NORMAN TROSTLE  
6148 E SHEA BLVD.  
SCOTTSDALE, AZ 85254

**DEVELOPER**

REBUILD THE BLOCK, LLC  
NATHAN ANDERSON  
301 W. CORONADO ROAD  
PHOENIX, AZ 85003  
PH: 925-640-2880

**SURVEYOR**

D & M ENGINEERING  
DURAN THOMPSON, P.E., R.L.S.  
1020 EAST GILBERT DRIVE, SUITE D  
TEMPE, AZ 85281  
PHONE: 480-350-9590  
FAX: 480-350-9486

**LEGAL DESCRIPTION**

LOT 106, SHERWOOD HEIGHTS UNIT THREE, AS RECORDED IN BOOK 68 OF MAPS, PAGE 12,  
RECORDS OF MARICOPA COUNTY, ARIZONA

**SCHEDULE B ITEMS**

EASEMENTS AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION.

RESTRICTIONS, CONDITIONS, COVENANTS, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING  
EASEMENTS OR PARTY WALLS, OMITTING, IF ANY, FROM THE ABOVE, ANY RESTRICTIONS BASED ON  
RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN RECORDED IN  
DOCKET 1936, PAGE 520.

**SURVEYOR'S NOTE**

1. THIS SURVEY IS BASED ON THE COMMITMENT FOR TITLE INSURANCE ISSUED BY EQUITY TITLE AGENCY, INC. AS  
AGENT FOR TITLE RESOURCES GUARANTY COMPANY  
ORDER NO. 02443567-024-DR  
COMMITMENT DATE: APRIL 30, 2020

2. PROJECT ADDRESS: 5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257 (TABLE A ITEM-2)

3. GROSS AREA: 25.676 S.F., 0.589 AC. (TABLE A ITEM 4)

4. EXISTING ZONING: R-1-10 NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR. (TABLE A ITEM 6)

5. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES ONLY. (TABLE A ITEM-11)

6. THE SURVEYOR DID NOT OBSERVE ANY EVIDENCE OF EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING  
ADDITIONS WITHIN RECENT MONTHS. (TABLE A ITEM-16)

7. THE SURVEYOR DID NOT OBSERVE ANY EVIDENCE OF CHANGES IN STREET RIGHT OF WAY, STREET OR  
SIDEWALK CONSTRUCTION WITHIN RECENT MONTHS. (TABLE A ITEM-17)

8. NO DELINEATED WETLAND AREAS ARE PRESENT ON THE PROPERTY. (TABLE A ITEM-18)

9. NO RECORD DOCUMENTS WERE PROVIDED TO THE SURVEYOR INDICATING OFFSITE EASEMENTS OR  
SERVITUDES BENEFITING THE SURVEYED PROPERTY. (TABLE A ITEM-19)

10. THE BASIS OF BEARING IS THE CENTERLINE OF WILSHIRE DRIVE, SAID LINE BEARS NORTH 88°00'00" EAST PER  
"SHERWOOD HEIGHTS UNIT THREE" BOOK 68, PAGE 12 OF RECORDS OF MARICOPA COUNTY.

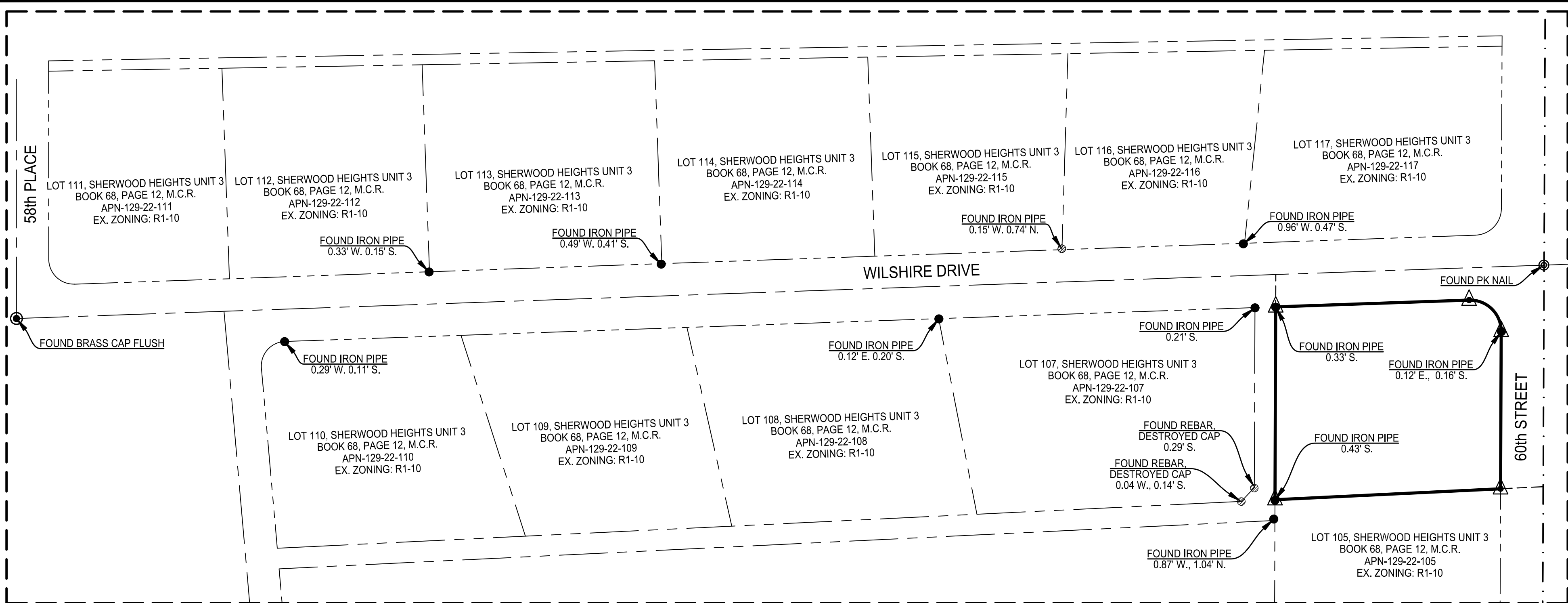
**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF ARIZONA, CERTIFIES TO NATHAN  
ANDERSON AND RACHEL ANDERSON, HUSBAND AND WIFE, TIMOTHY NORMAN TROSTLE, TITLE RESOURCES  
GUARANTY COMPANY, AND EQUITY TITLE AGENCY, INC. AS FOLLOWS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN  
ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS,  
JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 8, 13, 16, 17, 18 AND  
19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 28, 2020.

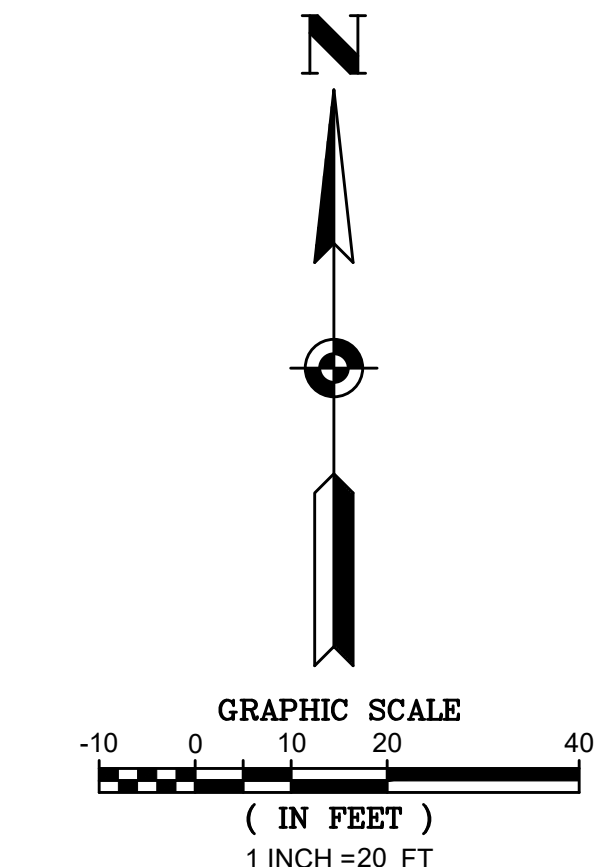
DATE OF MAP: JUNE 15, 2020

DURAN T. THOMPSON R.L.S. #46680  
REGISTERED LAND SURVEYOR  
48680  
DURAN T. THOMPSON  
ARIZONA, U.S.A.



**FOUND SUBDIVISION MONUMENTS**

SCALE: 1" = 60'



**LEGEND** (SOME ITEMS MAY NOT APPLY)

	BOUNDARY CORNER, SET REBAR R.L.S. #48680, UNLESS NOTED OTHERWISE	E/P	EDGE OF PAVEMENT
	BOUNDARY LINE	B/C	BACK OF CURB
	BOUNDARY TIE LINE	W.	WATER
	STREET CENTER LINE	S.	SEWER
	APPROXIMATE UNIT LINE, FOR REFERENCE ONLY	T.	TELEPHONE
	ADJACENT PROPERTY LINE	F.H.	FIRE HYDRANT
	EXISTING EASEMENT	W.V.	WATER VALVE
	OVERHEAD ELECTRIC	P.P.	POWER POLE
	WOOD FENCE	SGN	SIGNAGE
	U.G. TELEPHONE (LOCATED BY BLUESTAKE)	TV-PED	TELEVISION PEDISTAL
	EX. WATER MAIN	SGD	SEWER CLEANOUT
	EX. WATER SERVICE	SM	SEWER MANHOLE
	EX. SANITARY SEWER MAIN	TM	TELEPHONE MANHOLE
	BOOK 68, PAGE 12, M.C.R.	LP	LIGHT POLE
	BOOK 1406, PAGE 31, M.C.R.	MB	MAIL BOX
	ASSESSOR'S PARCEL NUMBER	GV	GAS VALVE
	MARICOPA COUNTY RECORDER	SGU	SAGUARO CACTUS
	RIGHT OF WAY	BC	BARREL CACTUS

**FLOOD INSURANCE RATE MAP INFORMATION**

COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
045012	04013C2230	L	OCTOBER 16, 2013	X	NA

Call at least two full working days before you begin excavation.  
**ARIZONA 811**  
Arizona Blue Stakes, Inc.  
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)  
In Maricopa County: (602) 263-1100

NOTE: THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF D & M ENGINEERING. ANY UNAUTHORIZED REPRODUCTIONS, REVISIONS, ADDITIONS, OR ALTERATIONS OF THESE DRAWINGS IS STRICTLY PROHIBITED, AND WILL BE CONSIDERED TO BE IN VIOLATION OF ARIZONA STATE TECHNICAL BOARD, CODE 32-125 AND 32-142.

**SHERWOOD HEIGHTS, LOT 106**

5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257

**A.L.T.A. / N.S.P.S. LAND TITLE SURVEY**

CLIENT/PROJECT

TITLE

DESIGNED	SWB
DRAWN	AGY
CHECKED	DTT
DATE	6-15-20
SCALE	1" = 20'
PROJECT	200505
FILE NAME	ALTA

**SHEET**  
**1 OF 1**

# Addressing Request Application



## ADDRESS CHANGES OR REVISIONS TO EXISTING ADDRESS

**\*Required Fields**

\*Project Name WILSHIRE MINOR SUBMISSION Date: 6-4-2020  
Current Address & Suites if applicable: 5925 E WILSHIRE DRIVE, SCOTTSDALE, AZ 85257  
Zoning: R1-10 Associated Case Number: 182-PA-2020  
A.P.N.: 129-22-106 Quarter Section: 14-41

### \*Check all that apply:

☒ New ☐ Verification ☐ Suite Assignment ☐ Occupied

☐ Change ☐ Correction ☐ Lot Tie ☒ Lot Spli

☒ Single Family ☐ Commercial

Change to: \_\_\_\_\_

Is there an active Permit or Application? ☐ Yes ☒ No

Permit # \_\_\_\_\_ Plan Check # \_\_\_\_\_

### \*Submittal Requirements:

Please submit 1 copy of materials below.

☐ Copy of building suite layout

☒ Copy of site plan

\*Signature \_\_\_\_\_

Date 6-4-20

Check One: ☒ Applicant ☐ Owner ☐ Architect ☐ Contractor

Note: A Certificate of Occupancy cannot be issued until address issues are resolved.

### \*Applicant / Contact Information: (Please Print)

Name: STEVE BARGELOH

Phone: (480) 350-9590

Title: ENGINEER

Email: steve.bargeloh@dmengineer.com

\*Property Owner: NATHAN ANDERSON

Company: REBUILD THE BLOCK, LLC

Address: 301 WEST CORONADO RD, PHX, 85003

Phone: (602) 730 0668 Fax: \_\_\_\_\_

E-mail: nathan.anderson@rebuildtheblock.com

**SUBMIT**

If the submit button does not work, please try Internet Explorer or email the completed form with site plan to: [RecordsAddressing@Scottsdaleaz.gov](mailto:RecordsAddressing@Scottsdaleaz.gov)

## Records / GIS Official Use Only



Notification Dates: GIS \_\_\_\_\_ Mail Out \_\_\_\_\_

New Address Assigned: \_\_\_\_\_

Suite Numbers/Bldg Letters: \_\_\_\_\_

Notes: \_\_\_\_\_

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)



# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 5925 EAST WILSHIRE DRIVE, SCOTTSDALE, AZ 85257
- b. County Tax Assessor's Parcel Number: 129-22-106
- c. General Location: SOUTHEAST CORNER WILSHIRE DR. & N 60TH ST
- d. Parcel Size: 25,299
- e. Legal Description: LOT 106 SHERWOOD HEIGHTS UNIT 3 - BK 68, PG 12

(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)

Nathan Anderson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

June, 14th, 2020  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

Signature

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)



# Minor Subdivision Staff Approval

4-MD-2020

Wilshire Minor Division

## APPLICATION INFORMATION

LOCATION: 5925 E Wilshire Dr

PARCEL: 129-22-106

Q.S.: 14-41

CODE VIOLATION #:

APPLICANT: Nick Labadie

COMPANY: Nathan Anderson, Rebuild the Block

ADDRESS: 2645 E. Glenrosa Ave. Phoenix, AZ 85016

PHONE: (480) 300-9726

Request: Request by owner to the City of Scottsdale for approval to divide an existing 25,517 square foot lot into two (2) lots within the Single-family Residential, (R1-10 PRD), Planned Residential Development zoning, located at 5925 E. Wilshire Dr. proposed lots: 106A and 106B in Sherwood Heights Subdivision; Scottsdale Arizona

## STEP 1

## APPROVAL STIPULATIONS

1. Except as required by the Scottsdale Revised Code (SRC), the Design Standards and Policies Manual (DSPM), and the other stipulations herein, the Minor Subdivision shall substantially conform to the following documents:
  - a. The Preliminary Plat submitted by D&M Engineering LLC, with a city staff date of 10/15/2020.
  - b. Case Drainage Report for Minor Division of Lot 106a & Lot 106b, Sherwood Heights, Unit 3; submitted by D&M Engineering LLC, accepted, and Approved on 9/18/2020.
  - c. Water System Basis of Design Report for Minor Division of Lot 106a & Lot 106b, Sherwood Heights, Unit 3; submitted by D&M Engineering LLC, accepted, and Approved on 9/18/2020.
  - d. Wastewater System Basis of Design Report for Minor Division of Lot 106a & Lot 106b, Sherwood Heights, Unit 3; submitted by D&M Engineering LLC, accepted, and Approved on 9/18/2020.
2. Any land boundary survey of the subject property shall be performed in accordance with the City of Scottsdale's Design Standards and Policy Manual.
3. Prior to issuance of any building permits for the development project, the property owner shall ensure conformance to COS ZO Sec. 7.201.A, pertaining to an adjusted front yard setback of 38.2 feet adjacent to Wilshire Drive- as calculated by an setback exhibit calculating the average setback along Wilshire Dr. between 60<sup>th</sup> street (east) and 58<sup>th</sup> place (west) submitted by D&M Engineering LLC, with a city staff date of 10/15/2020.
4. Any new single-family construction shall adhere to all R1-10 PRD zoning development standards.

### Transportation Planning Stipulations:

5. Prior to the issuance of any building permit for the development project, the property owner shall remove the existing split rail fence from the right of way./

### Planning and Development Services

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Page 1 of 3

Form Revision Date: 12/11/2014

6. Prior to the issuance of any building permit for the development project, the property owner shall dedicate a traffic safety triangle (25' x 25') at the intersection of Wilshire Drive and 60<sup>th</sup> Street.

**Water Resources Stipulations:**

7. Prior to the issuance of any building permit for the development project, the property owner shall dedicate sewer easement ten (10)-foot on each side of the existing sewer main along the southern property line.
8. Prior to issuance of any building permit for the development project, the property owner shall submit plans and receive approval for gates or removable fencing required in the sewer line easement where new walls are currently shown crossing within the easement. The new north-south oriented gate/removable fence portions shall be approximately 4ft, 12ft, and 20ft in length for sections aligned with the western most property line, new split line, and eastern most property line, respectively. The 4ft and 12ft section would be measured starting from the southern property line extending north. The 20ft section would be measured from the north edge of the new easement and extend south.
9. Prior to the issuance of any building permit for the development project, the property owner shall submit plans and receive approval for sewer service tap to each lot and water services to each lot.

**Reference Documents:**

- The construction envelope exhibit submitted by D&M Engineering LLC, with a city staff date of 10/15/2020.
- Conceptual Site Plan Exhibit submitted by D&M Engineering LLC, with a city staff date of 9/22/2020.

**STEP 2 FINAL PLAT AND CONSTRUCTION DOCUMENT PLAN REVIEW SUBMITTAL REQUIREMENTS**

---

Submit one copy of this approval letter, and permit application along with the following **DIGITAL** plan set(s) for review at <https://eservices.scottsdaleaz.gov/bldgresources/plans>

PERMIT APPLICATION: ☒ **Completed Permit Application.** The permit application may be obtained or completed online at the following weblink:  
<https://eservices.scottsdaleaz.gov/bldgresources/plans>

MAP: ☒ 1 PDF file of the survey on 24" X 36" sheet size  
OTHER: ☒ 1 PDF file of a Commitment for Title Insurance for the site  
(no older than 30 days)  
☒ 1 PDF file of the ALTA survey (for reference)  
☒ 1 PDF file of the Final Drainage Report

The following plan review fee shall apply: (NOTE: Fees subject to change every July 1<sup>st</sup>)

☒ Minor Subdivision

**Planning and Development Services**

7447 East Indian School Road, Suite 105, Scottsdale, Arizona 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)

This plan set shall be reviewed by the following departments:

Staff Reviewers

<input checked="" type="checkbox"/> SURVEY:	Dwayne Haught
<input checked="" type="checkbox"/> PLANNING:	Nate Tonnemacher
<input checked="" type="checkbox"/> CIVIL:	David Gue
<input checked="" type="checkbox"/> WATER RESOURCES:	Levi Dillon
<input checked="" type="checkbox"/> STORM WATER:	Alex Menez
<input checked="" type="checkbox"/> TRANSPORTATION:	Phil Kercher
<input checked="" type="checkbox"/> FINAL PLAT / MAP'S:	Brian Kulina
<input checked="" type="checkbox"/> GIS:	Tanya Hazlehurst

**Expiration of Minor Subdivision Approval**

This approval expires two (2) years from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

Staff Signature:



DATE:

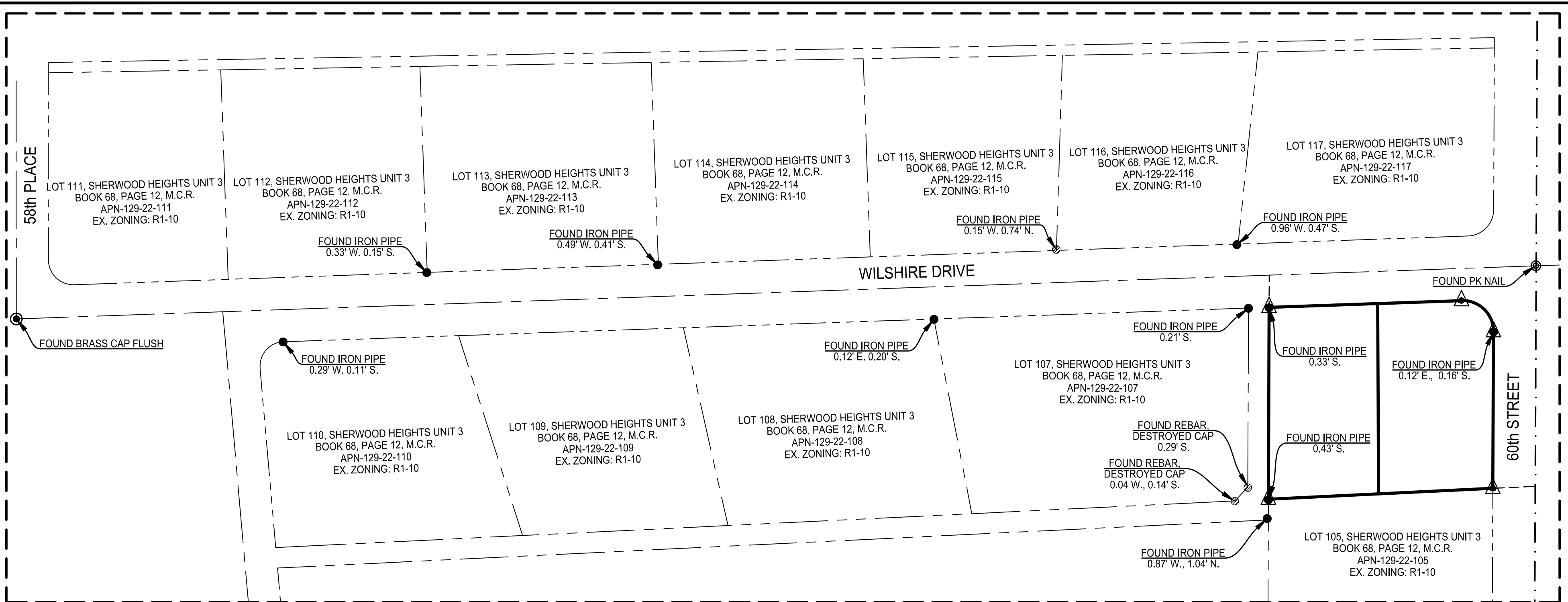
10/15/2020

Nate Tonnemacher, 480-312-4205

**Planning and Development Services**

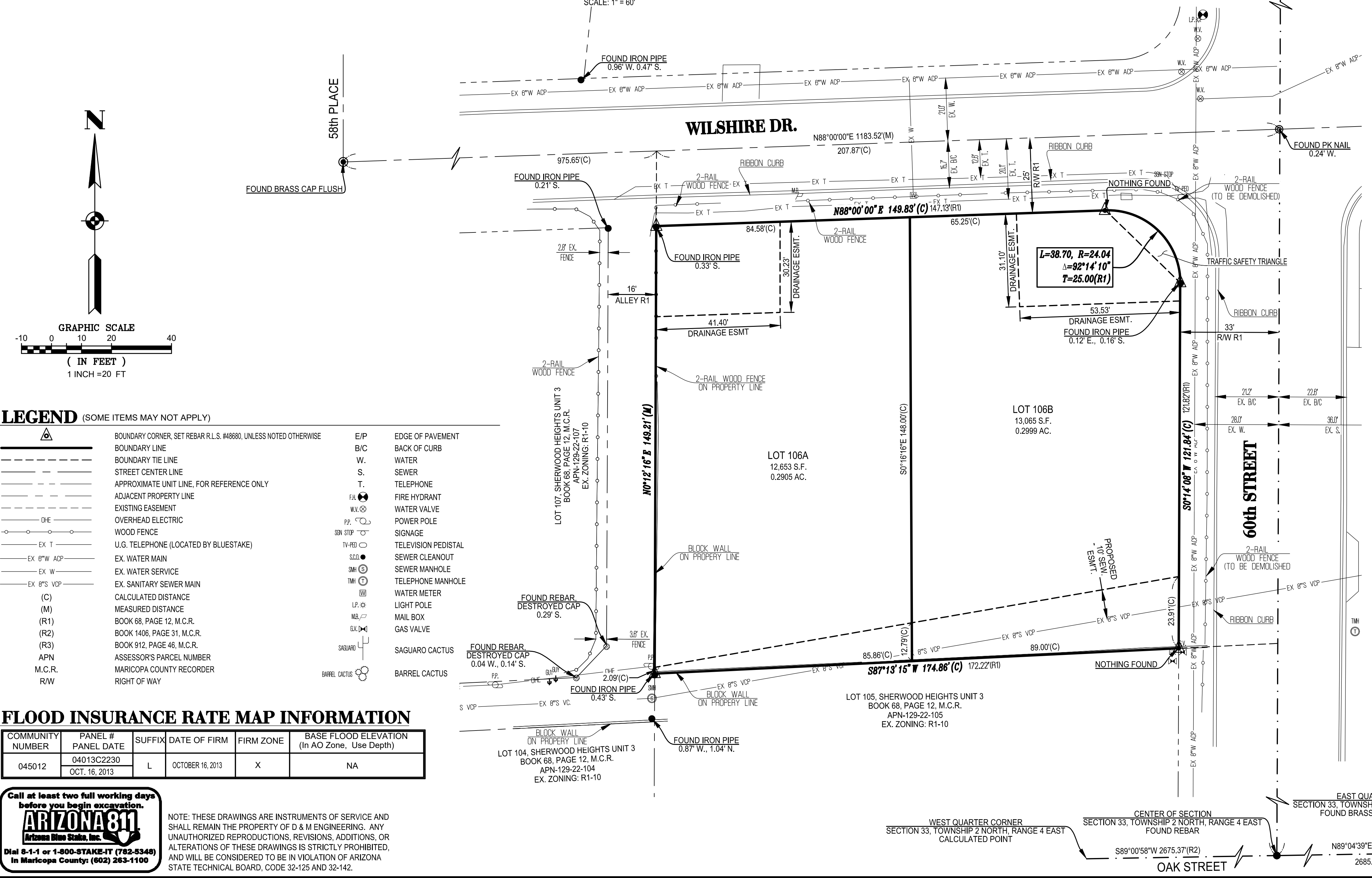
7447 East Indian School Road, Suite 105, Scottsdale, Arizona 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)





FOUND SUBDIVISION MONUMENTS

SCALE: 1" = 60'



LEGEND (SOME ITEMS MAY NOT APPLY)

	BOUNDARY CORNER, SET REBAR R.L.S. #48880, UNLESS NOTED OTHERWISE	E/P	EDGE OF PAVEMENT
	BOUNDARY TIE LINE	B/C	BACK OF CURB
	STREET CENTER LINE	W.	WATER
	APPROXIMATE UNIT LINE, FOR REFERENCE ONLY	S.	SEWER
	ADJACENT PROPERTY LINE	T.	TELEPHONE
	EXISTING EASEMENT	F.H.	FIRE HYDRANT
	OVERHEAD ELECTRIC	W.V.	WATER VALVE
	WOOD FENCE	P.P.	POWER POLE
	U.G. TELEPHONE (LOCATED BY BLUESTAKE)	SIG.	SIGNAGE
	EX. T.	TV-PED	TELEVISION PEDISTAL
	EX. WATER MAIN	S.C.	SEWER CLEANOUT
	EX. WATER SERVICE	SM	SEWER MANHOLE
	EX. SANITARY SEWER MAIN	TM	TELEPHONE MANHOLE
	CALCULATED DISTANCE	W.M.	WATER METER
	MEASURED DISTANCE	L.P.	LIGHT POLE
	BOOK 68, PAGE 12, M.C.R.	MB	MAIL BOX
	BOOK 1406, PAGE 31, M.C.R.	GV	GAS VALVE
	BOOK 912, PAGE 46, M.C.R.	SAGUARO	SAGUARO CACTUS
	ASSESSOR'S PARCEL NUMBER	BARREL	BARREL CACTUS
	M.C.R.		
	R.W.		

FLOOD INSURANCE RATE MAP INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
045012	04013C2230	L	OCTOBER 16, 2013	X	NA
	OCT. 16, 2013				

Call at least two full working days before you begin excavation.

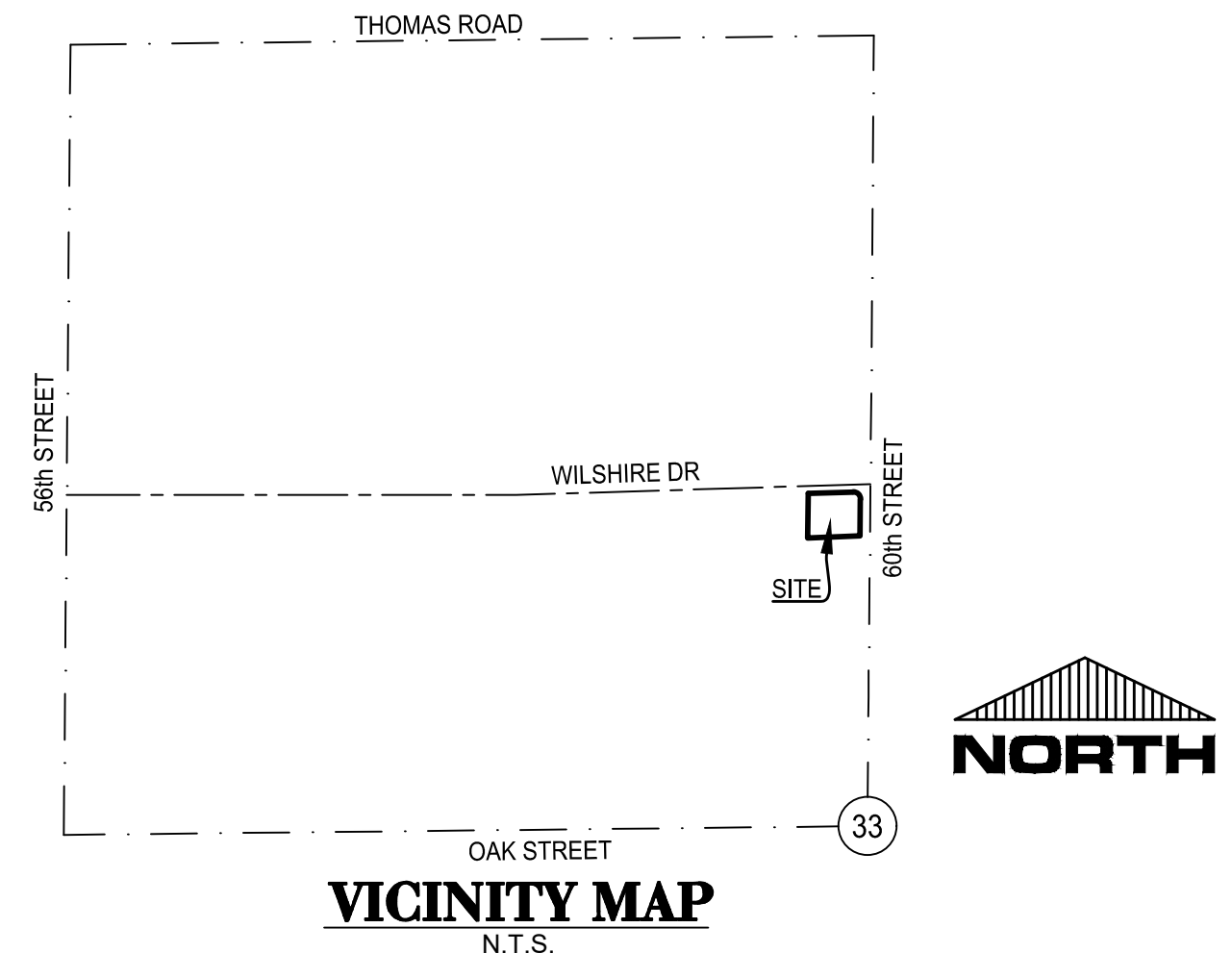
**ARIZONA 811**

Arizona Blue Stakes, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348) in Maricopa County: (602) 263-1100

NOTE: THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF D & M ENGINEERING. ANY UNAUTHORIZED REPRODUCTIONS, REVISIONS, ADDITIONS, OR ALTERATIONS OF THESE DRAWINGS IS STRICTLY PROHIBITED, AND WILL BE CONSIDERED TO BE IN VIOLATION OF ARIZONA STATE TECHNICAL BOARD, CODE 32-125 AND 32-142.

PRELIMINARY PLAT  
FOR  
**SHERWOOD HEIGHTS, LOT 106 REPLAT**  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 4 EAST,  
SALT RIVER AND BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA  
5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257



**STORM WATER STORAGE REQUIREMENT FOR EACH LOT**  
UPON THE DEVELOPMENT OF EACH LOT WITHIN THE SUBDIVISION WITH A RESIDENTIAL STRUCTURE, THE LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTING AN ON-LOT STORM WATER STORAGE BASIN OR BASINS DESIGNED IN CONFORMANCE WITH CITY OF SCOTTSDALE STANDARDS FOR THE DESIGN OF STORM WATER STORAGE BASINS INCLUDING THE DEDICATION OF A PUBLIC DRAINAGE EASEMENT COVERING THE LIMITS OF THE BASIN(S). THE STORM WATER STORAGE BASIN(S) WILL BE REVIEWED AND APPROVED FOR CONSTRUCTION BY THE CITY OF SCOTTSDALE AS PART OF A GRADING AND DRAINAGE PLAN FOR THE PROPOSED RESIDENTIAL STRUCTURE.

STIPULATION SET  
RETAIN FOR RECORDS

**APPROVED**

BY THE CITY OF SCOTTSDALE PLANNING DEPARTMENT

4-MD-2020	NT	10/15/2020
CASE NUMBER	APPROVED BY	DATE

CONSTRUCTION AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF SCOTTSDALE PLANNING DEPARTMENT

LOT TABLE		
LOT #	AREA (SF)	AREA(AC.)
LOT 1	12,653 S.F.	0.290 AC.
LOT 2	13,065 S.F.	0.300 AC.

**OWNER**  
TIMOTHY NORMAN TROSTLE  
6148 E SHEA BLVD.  
SCOTTSDALE, AZ 85254

**DEVELOPER**  
REBUILD THE BLOCK, LLC  
NATHAN ANDERSON  
301 W. CORONADO ROAD  
PHOENIX, AZ 85003  
PH: 925-640-2880

**SURVEYOR**  
D & M ENGINEERING  
DURAN THOMPSON, P.E., R.L.S.  
1020 EAST GILBERT DRIVE, SUITE D  
TEMPE, AZ 85281  
PHONE: 480-350-9890  
FAX: 480-350-9486

**LEGAL DESCRIPTION**  
LOT 106, SHERWOOD HEIGHTS UNIT THREE, AS RECORDED IN BOOK 68 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA

NOTES

- NET/GROSS AREA IS 25,676 S.F., 0.589 AC.
- MINIMUM LOT SIZE: 12,653 sq.ft., AVERAGE LOT SIZE: 12,857 sq.ft.
- EXISTING ZONING: R1-10 PRD
- THE BASIS OF BEARING IS THE CENTERLINE OF WILSHIRE DRIVE, SAID LINE BEARS NORTH 88°00'00" EAST PER "SHERWOOD HEIGHTS UNIT THREE" BOOK 68, PAGE 12 OF RECORDS OF MARICOPA COUNTY.
- LOWEST FINISHED FLOOR (LFF) TO BE ESTABLISHED ON LOT SPECIFIC SITE, GRADING AND DRAINAGE PLAN.
- APN: 129-22-106
- Q.S.: 14-41

PROPOSED DEVELOPMENT

- PROPOSED RESIDENCES SHOWN FOR REFERENCE ONLY IN AN EFFORT TO DEMONSTRATE THE FEASIBILITY OF THE PROPOSED MINOR LAND DIVISION.
- THE DEVELOPMENT OF THE REAR-YARD AREA IS ALLOWED PER SECTION 5.404.E.3(2) OF THE CITY'S ZONING ORDINANCE.

**D&M Engineering, LLC**  
Duran Thompson, P.E.  
1020 East Gilbert Drive, Suite D  
Tempe, AZ 85281  
Ph: (480) 350-9590, Fax: (480) 350-9486  
E-Mail: engineer@dmengineer.com

**SHERWOOD HEIGHTS, LOT 106 REPLAT**  
5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257

**PRELIMINARY PLAT**

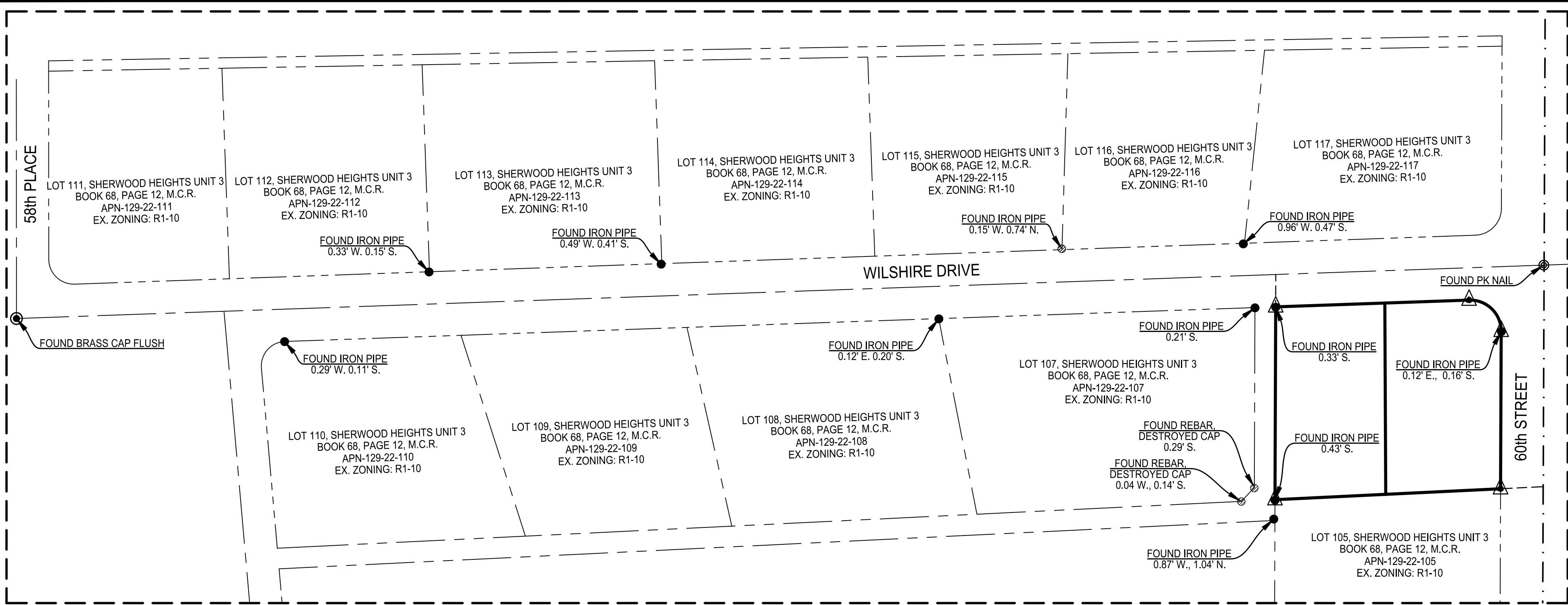
CLIENT/PROJECT

TITLE

DESIGNED SWB  
DRAWN AGY  
CHECKED SWB  
DATE 10-13-20  
SCALE 1" = 20'  
PROJECT 200505  
FILE NAME PRE-PLAT

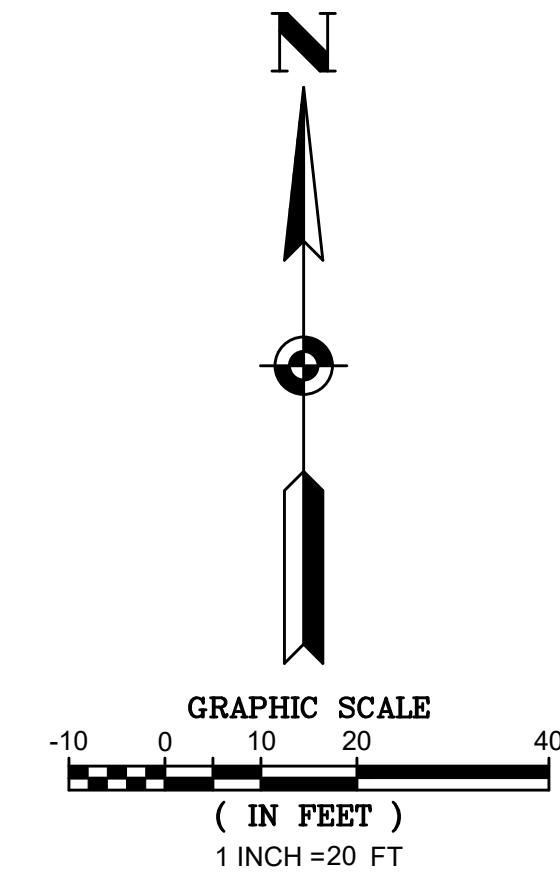
**SHEET**  
1 OF 1





FOUND SUBDIVISION MONUMENTS

SCALE: 1" = 60'



LEGEND (SOME ITEMS MAY NOT APPLY)

	BOUNDARY CORNER, SET REBAR R.L.S. #48880, UNLESS NOTED OTHERWISE	E/P	EDGE OF PAVEMENT
	BOUNDARY LINE	B/C	BACK OF CURB
	STREET CENTER LINE	W.	WATER
	APPROXIMATE UNIT LINE, FOR REFERENCE ONLY	S.	SEWER
	ADJACENT PROPERTY LINE	T.	TELEPHONE
	EXISTING EASEMENT		FIRE HYDRANT
	OVERHEAD ELECTRIC		WATER VALVE
	WOOD FENCE		POWER POLE
	U.G. TELEPHONE (LOCATED BY BLUESTAKE)		SIGNAGE
	EX. WATER MAIN		TELEVISION PEDISTAL
	EX. WATER SERVICE		SEWER CLEANOUT
	EX. SANITARY SEWER MAIN		SEWER MANHOLE
	CALCULATED DISTANCE		TELEPHONE MANHOLE
	MEASURED DISTANCE		WATER METER
	BOOK 68, PAGE 12, M.C.R.		LIGHT POLE
	BOOK 1406, PAGE 31, M.C.R.		MAIL BOX
	BOOK 912, PAGE 46, M.C.R.		GAS VALVE
	ASSESSOR'S PARCEL NUMBER		SAGUARO CACTUS
	MARICOPA COUNTY RECORDER		BARREL CACTUS
	RIGHT OF WAY		

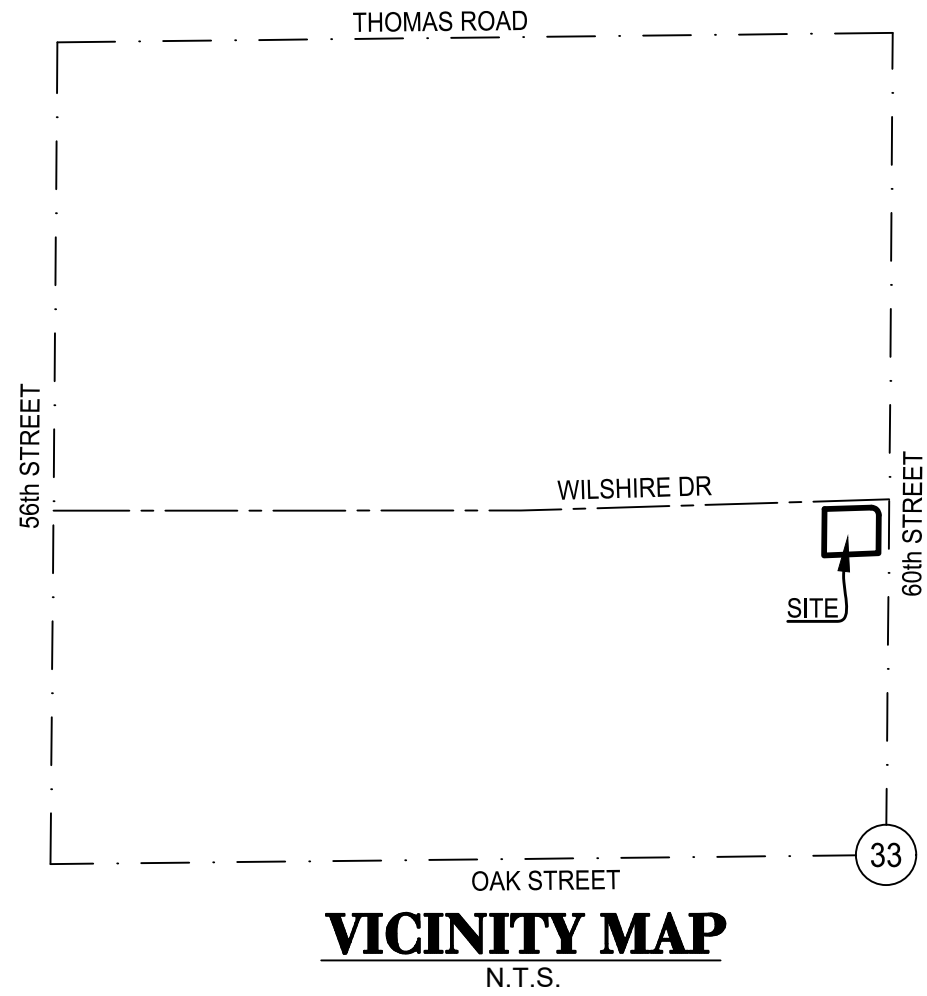
FLOOD INSURANCE RATE MAP INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
045012	04013C2230	L	OCTOBER 16, 2013	X	NA



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PRELIMINARY SITE PLAN  
FOR  
SHERWOOD HEIGHTS, LOT 106 REPLAT  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 4 EAST,  
SALT RIVER AND BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA  
5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257



DEVELOPMENT NOTES

- TWO NEW WATER SERVICES TO BE PERMITTED/CONSTRUCTED AT THE TIME OF LOT DEVELOPMENT.
- A NEW SEWER SERVICE FOR LOT 106A TO BE PERMITTED/CONSTRUCTED VIA A SEWER TAP PLAN AT THE TIME OF LOT DEVELOPMENT.
- GATES OR REMOVABLE FENCING TO BE PROVIDED WHERE WALLS CROSS EXISTING SEWER LINES.

LOT TABLE		
LOT #	AREA (SF)	AREA(AC.)
LOT 1	12,653 S.F.	0.290 AC.
LOT 2	13,065 S.F.	0.300 AC.

OWNER

TIMOTHY NORMAN TROSTLE  
6148 E SHEA BLVD.  
SCOTTSDALE, AZ 85254

DEVELOPER

REBUILD THE BLOCK, LLC  
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DURAN THOMPSON, P.E., R.L.S.  
1020 EAST GILBERT DRIVE, SUITE D  
TEMPE, AZ 85281  
PHONE: 480-350-9480  
FAX: 480-350-9486

LEGAL DESCRIPTION

LOT 106, SHERWOOD HEIGHTS UNIT THREE, AS RECORDED IN BOOK 68 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA

NOTES

- NET/GROSS AREA IS 25,676 S.F., 0.589 AC.
- MINIMUM LOT SIZE: 12,840 sq.ft., AVERAGE LOT SIZE: 12,857 sq.ft.
- EXISTING ZONING: R1-10
- THE BASIS OF BEARING IS THE CENTERLINE OF WILSHIRE DRIVE, SAID LINE BEARS NORTH 88°00'00" EAST PER "SHERWOOD HEIGHTS UNIT THREE" BOOK 68, PAGE 12 OF RECORDS OF MARICOPA COUNTY.
- LOWEST FINISHED FLOOR (LFF8) TO BE ESTABLISHED ON LOT SPECIFIC SITE, GRADING AND DRAINAGE PLAN.
- APN: 129-22-106
- Q.S.: 14-41

PROPOSED DEVELOPMENT

- PROPOSED RESIDENCES SHOWN FOR REFERENCE ONLY IN AN EFFORT TO DEMONSTRATE THE FEASIBILITY OF THE PROPOSED MINOR LAND DIVISION.
- THE DEVELOPMENT OF THE REAR-YARD AREA IS ALLOWED PER SECTION 5.404.E.3(2) OF THE CITY'S ZONING ORDINANCE.

D&M Engineering, LLC

Duran Thompson, P.E.  
1020 East Gilbert Drive, Suite D  
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E-Mail: engineer@dmengineer.com

SHERWOOD HEIGHTS, LOT 106 REPLAT

5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257

PRELIMINARY SITE PLAN

CLIENT/PROJECT

TITLE



DESIGNED	SWB
DRAWN	AGY
CHECKED	SWB
DATE	9-11-20
SCALE	1" = 20'
PROJECT	200505
FILE NAME	PRE-PLAT

SHEET

1 OF 1



**A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 4 EAST,  
SALT RIVER AND BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA  
5925 E WILSHIRE DRIVE  
SCOTTSDALE, ARIZONA 85257**



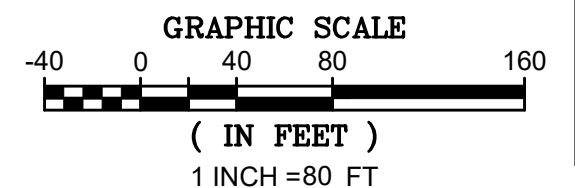
THIS PROPERTY I BEING DEVELOPED AS AN "ENGINEERED SUMP CONDITION." THE FINISHED FLOOR ELEVATION FOR NEW CONSTRUCTION SHALL BE A MINIMUM OF 14" (1.17') ABOVE THE OUTFALL OR 6" (0.50') ABOVE THE MAXIMUM 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.

D & M ENGINEERING  
DURAN THOMPSON, P.E., R.L.S.  
1020 EAST GILBERT DRIVE, SUITE D  
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PHONE: 480-350-9590  
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LOT 106, SHERWOOD HEIGHTS UNIT THREE, AS RECORDED IN BOOK 68 OF MAPS, PAGE 12,  
RECORDS OF MARICOPA COUNTY, ARIZONA

1. SETBACK INFORMATION DEPICTED WAS OBTAINED FROM A FIELD SURVEY COMPLETED ON OR ABOUT JULY 23, 2020 USING A TOPCON ROBOTIC TOTAL STATION.



**D & M ENGINEERING**  
Duren Thompson, P.E.  
1020 EAST GILBERT DRIVE, SUITE D  
Tempe, AZ 85261  
Ph: (480) 350-8560  
Fax: (480) 350-9486

[illegible]

**WILSHIRE DRIVE MINOR SUBDIVISION**  
5925 EAST WILSHIRE DRIVE

SCOTTSDALE, AZ

## PLAN

0000-0001-9786-400X

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SHEET

4-MD-2020

9/22/2020