



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Public Notices



NOTICE OF PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on November 18, 2020, at 5:00 P.M in Scottsdale, Arizona. Until further notice, Planning Commission meetings will be held electronically. While physical facilities are not open to the public, Planning Commission meetings are televised on Cox Cable Channel 11 and streamed online at ScottsdaleAZ.gov (search "live stream") to allow the public to listen/view the meeting in progress.

Instructions on how to provide Public Comments will be provided on the posted agenda.

9-UP-2020 (Nash Powersports) Request by owner for approval of a Conditional Use Permit to allow for an outdoor vehicle display on a +/- 1.7-acre site with Highway Commercial, Planned Community Development (C-3 PCD) zoning, located at 10781 N. Frank Lloyd Wright Blvd. Staff contact person is Meredith Tessier, 480-312-4211. Applicant contact person is Matt Petrovich, 602-509-9468.

10-UP-2020 (Multi-Use Sport Fields MUMSP) Request by the City of Scottsdale for approval of a Municipal Use Master Site Plan for a new multi-use sports field with field lighting located at 9390 E. Bell Road, zoned Single-family Residential, Environmentally Sensitive Lands, Planned Community District (R1-7, ESL PCD). Staff contact person is Meredith Tessier/Joe Phillips, 480-312-4211. Applicant contact person is Joe Phillips, (480) 861-4823.

14-UP-2020 (DC Ranch Community Park Irrigation Lake MUMSP) Request by the City of Scottsdale for approval of a Municipal Use Master Site Plan and Conditional Use Permit for a park on +/- 14.67 acres located at the Southwest corner of N. 91st Street and E. Trailside View with Open Space, Planned Community District (OS PCD) zoning. Staff contact person is Joe Phillips/Meredith Tessier, 480-312-4211. Applicant contact person is Joe Phillips, 480-312-2522.

18-ZN-2019 (Scottsdale Nazarene Rezoning) Request by owner for a Zoning District Map Amendment from Single-family Residential (R1-7) and Multiple-family Residential (R-5) zoning to Townhouse Residential (R-4) zoning on a +/-5.2-acre site, located at 2340 and 2322 North Hayden Road. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Chris Brown, 602-478-0662.

22-UP-2003#4 (T-Mobile PH23001J Desert Mountain Cactus Wireless Communication Facility (WCF)) Request by owner for approval of a Conditional Use Permit for an existing Type 4 Alternative Concealment Wireless Communication Facility (WCF) concealed within a 30-foot-tall artificial cactus located on a +/-26-acre site located at 39730 N. Cave Creek Road with Open Space Environmentally Sensitive Lands District (O-S ESL) zoning. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is Todd Daoust, 602-549-9054.

14-ZN-2020 (Shoeman Lane) Request by owner for a zoning district map amendment from Central Business District, Parking District, Downtown Overlay and Parking Regulations, Downtown Overlay (C-2/P-3 Do and P-2 DO) to Downtown/Downtown Multiple Use, Type 3, Parking Regulations, Downtown Overlay (D/DMU-3 P-2 DO) for a +/- 0.14-acre site located at 7333, 7335 and 7337 E. Shoeman Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, 602 230-0600.

11-UP-2020 (Shoeman Lane) Approval of a Conditional Use Permit for a Medical Marijuana use on a +/- 0.14-acre site located at 7333, 7335 and 7337 E. Shoeman Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, 602-230-0600.

4-TA-2020 (Text Amendment to Medical Marijuana Ordinance) Request by applicant to amend the Zoning Ordinance (Ord. No. 455), specifically Section 1.403.M.2. (Additional conditions for specific conditional uses), to add criteria for Medical Marijuana uses located within the Old Town boundary, and Table 5.3004.D. (Land Uses) to add "Medical Marijuana Use" to the list of allowed uses in all Downtown (D) District Subdistricts, subject to a Conditional Use Permit. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, 602-230-0600.

For additional information visit our web site at www.scottsdaleaz.gov search "Scottsdale Planning Case Files" or in your URL search bar you can type in <https://eservices.scottsdaleaz.gov/bldgresources/Cases/>

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

CHAIRMAN

Attest
Lorraine Castro
Planning Assistant

For additional information visit our web site at www.scottsdaleaz.gov



PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-7767). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT THE CLERK'S OFFICE AT (480-312-7767).

Legal Notices

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CHAIRMAN

Attest
Bronte Ibsen

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PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-7620). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT THE CLERK'S OFFICE AT (480-312-7620).

Revised June 20, 2003
 Revised June 10, 2003
 April 7, 2003
 WP#011426.06
 Page 1 of 3
 See Exhibit "A"

**EXHIBIT A
 PARCEL DESCRIPTION
 DC Ranch
 Proposed Neighborhood Park Boundary**

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said section, a ½" rebar, from which the northwest corner of said section, a C.O.S. brass cap, bears North 00°00'08" East, a distance of 2640.83 feet;

THENCE along the east-west mid-section line of said section, North 89°57'56" East, a distance of 1069.65 feet;

THENCE leaving said east-west mid-section line, North 00°03'27" West, a distance of 244.03 feet, to the **POINT OF BEGINNING**;

THENCE North 00°03'27" West, a distance of 677.45 feet, to the beginning of a non-tangent curve;

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THENCE easterly along said curve, having a radius of 272.00 feet, concave northerly, whose radius bears North 13°00'03" West, through a central angle of 10°16'56", a distance of 48.81 feet, to the curve's end;

THENCE North 66°43'01" East, a distance of 371.85 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 278.00 feet, concave southerly through a central angle of 04°41'38", a distance of 22.78 feet, to a point of compound curvature;

THENCE easterly along said curve, having a radius of 141.50 feet, concave southerly through a central angle of 29°41'46", a distance of 73.34 feet, to a point of reverse curvature;

THENCE easterly along said curve, having a radius of 158.50 feet, concave northerly through a central angle of 09°10'37", a distance of 25.39 feet, to the curve's end;

THENCE South 88°04'13" East, a distance of 119.43 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 25.00 feet, concave southwesterly through a central angle of 96°37'53", a distance of 42.16 feet, to a point of compound curvature;

THENCE southerly along said curve, having a radius of 1612.00 feet, concave westerly through a central angle of 03°55'38", a distance of 110.49 feet, to the curve's end;

THENCE South 12°29'19" West, a distance of 82.86 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 1508.00 feet, concave easterly through a central angle of 06°52'20", a distance of 180.87 feet, to the curve's end;

THENCE South 05°36'59" West, a distance of 695.90 feet, to a point on said mid-section line;

Exhibit A Page 1 of 3

Parcel Description
DC Ranch
Proposed Neighborhood Park Boundary

Revised June 20, 2003
Revised June 10, 2003
April 7, 2003
WP#011426.06
Page 2 of 3
See Exhibit "A"

THENCE continuing South 05°36'59" West, leaving said mid-section line, a distance of 410.26 feet;
THENCE North 36°02'39" West, a distance of 806.38 feet, to the **POINT OF BEGINNING.**

Containing 14.6527 acres, or 638,272 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Results of Survey of a portion of DC Ranch recorded in Book 426, page 38, Maricopa County Records (M.C.R.) and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of September, 1996 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\011426.06 DC Ranch Proposed Neighborhood Park Boundary.doc

Unofficial Document

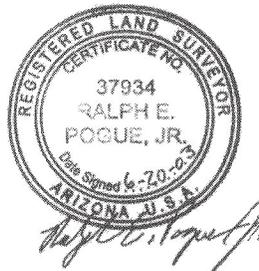
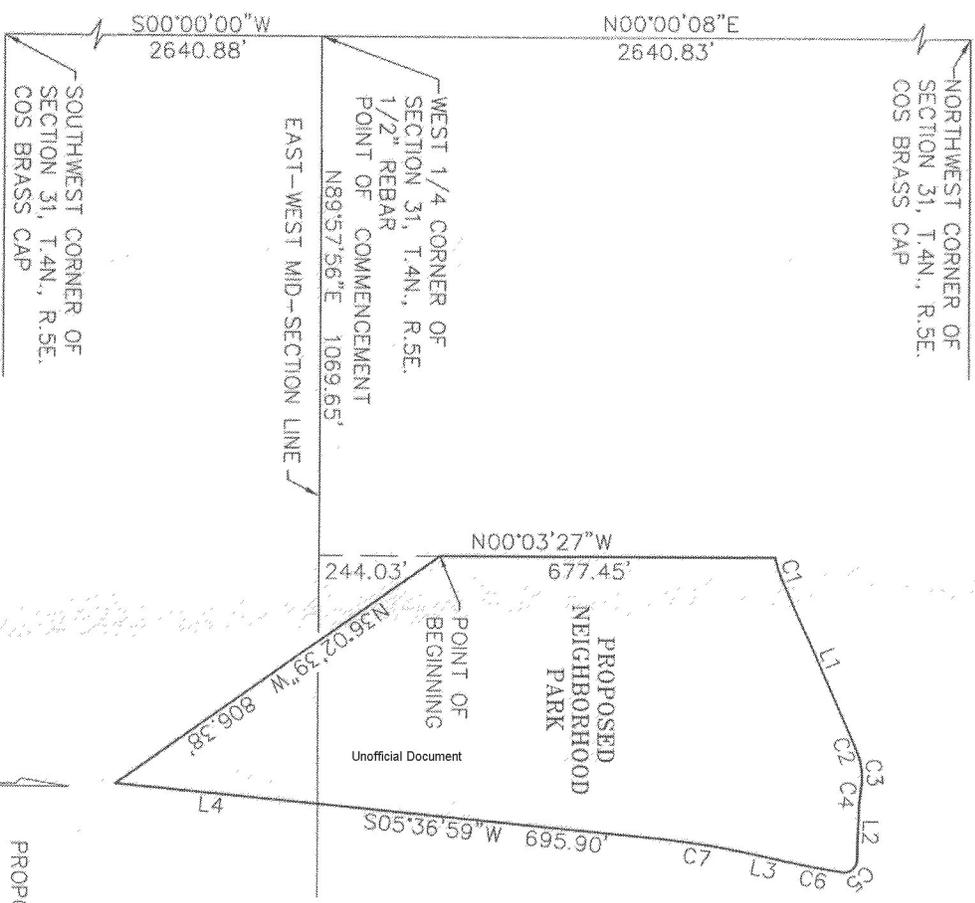


Exhibit A Page 2 of 3

WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580



LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N66°43'01"E	371.85'	
L2	S88°04'13"E	119.43'	
L3	S12°29'19"W	82.86'	
L4	S05°36'59"W	410.26'	

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	101°6'56"	272.00'	46.81'
C2	04°41'38"	278.00'	22.78'
C3	29°41'46"	141.50'	73.34'
C4	09°10'37"	158.50'	25.39'
C5	96°37'53"	25.00'	42.16'
C6	03°55'38"	1612.00'	110.49'
C7	06°52'20"	1508.00'	180.87'



EXHIBIT "A"

DC RANCH
 PROPOSED NEIGHBORHOOD PARK BOUNDARY

06-20-03
 WP#011426.06
 PAGE 3 OF 3
 NOT TO SCALE
 T:\2001\011426\LEGAL\1426L04-DB\DWG\1426L04R
 Exhibit A/ Page 3 of 3

When recorded, mail to:

City Clerk's Office
ONE STOP SHOP RECORDS

City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

89
mc

Agreement No. 2003-123-COS

**SPECIAL WARRANTY DEED,
WITH RESERVATION AND GRANTS OF EASEMENTS,
AND COVENANTS AND RESTRICTIONS
(DC Ranch Planning Unit I Park Site)**

DEDICATION

DC RANCH L.L.C., an Arizona limited liability company ("DC Ranch"), hereby conveys to THE CITY OF SCOTTSDALE, an Arizona municipal corporation (the "City"), the real property situated in Maricopa County, Arizona and more particularly described in **Exhibit "A"** attached hereto (the "Park Property"), subject to the reservation and grant of easements, the covenants and restrictions, and the other matters set forth in this instrument.

DC Ranch hereby binds itself and its successors to warrant and defend the title of the Park Property against all of the acts of DC Ranch and no other, subject to the matters set forth above.

RESERVATIONS AND GRANTS

Notwithstanding anything to the contrary in this instrument, the foregoing dedication, and acceptance by the City of such dedication, shall be subject to the following matters:

1. **Matters of Record.** All patent reservations, obligations, liabilities or other matters of record or to which reference is made in the public record; and any and all conditions, easements, encroachments, rights-of-way, or restrictions which a physical inspection, or accurate ALTA survey, of the Park Property would reveal, including without limitation that certain Second Amendment to Development Agreement recorded as Document No. 98-0970077 in the Official Records of Maricopa County, Arizona, as amended by that certain Third Amendment to Development Agreement recorded as Document No. 2003009008 in the Official Records of Maricopa County, Arizona (the "Development Agreement").

2. **Reservation of Easements.** The following easements (collectively, the "Easements"), each of which is reserved from the conveyance of this Dedication:

a. **Reservation of Landscape Easement.** DC Ranch hereby reserves to itself, and its successors and assigns, and hereby grants to the DC Ranch Community Council, Inc., an Arizona nonprofit corporation (the "Council"), and its successors and assigns, a perpetual easement over, upon and across the portions of the Park Property described in **Exhibit**

“B” attached hereto (the “Landscape Easement Area”), for purposes of (i) installing, constructing, maintaining, and replacing landscaping within such easement premises (collectively the “Landscape Improvements”); (ii) the right of ingress and egress over, upon and across the Landscape Easement Area as may reasonably be necessary to permit the economical installation, construction, maintenance and replacement of the Landscape Improvements; and (iii) the right to remove plant growth, dirt and other materials from the Landscape Easement Area as may be necessary in connection with the installation, construction, maintenance, and replacement of the Landscape Improvements.

b. **Reservation of Temporary Construction Easement.**

(i) DC Ranch hereby reserves to itself, and its successors and assigns, and hereby grants to the Council, and its successors and assigns, a temporary easement over, upon and across the portions of the Park Property described in **Exhibit “C”** attached hereto (the “Temporary Construction Easement Area”), for purposes of (i) constructing and installing roadway improvements and related paving, curbs, gutters, and sidewalks within the 91st Street alignment and along the northern boundary of the Park Property (collectively the “Roadway Improvements”); (ii) the right of ingress and egress over, upon and across the Temporary Construction Easement Area as may reasonably be necessary to permit the economical installation and construction of the Roadway Improvements; and (iii) the right to remove plant growth, dirt and other materials from the Temporary Construction Easement Area as may be necessary in connection with the construction and installation of the Roadway Improvements.

(ii) The rights and easements reserved under this subparagraph 2(b) are temporary and shall expire upon the recording in the Official Records of Maricopa County, a notice of completion, which DC Ranch covenants it will execute, cause to be acknowledged and recorded upon completion of the Roadway Improvements. Notwithstanding anything to the contrary contained herein, the rights and easements herein reserved shall expire and terminate automatically without the necessity of recording any document or instrument, if not previously terminated, on the date that is ten (10) years after the recordation of this Easement.

3. **Grant of Easements.** The following easements are granted in the conveyance of this Dedication:

a. **Grant of Utility Easement.** DC Ranch hereby grants to Arizona Public Service Company, U.S. West Communications, Inc., Cox Communications, Inc., and Southwest Gas Corporation (collectively the “Utility”), a non-exclusive perpetual easement upon across, over and under the portions of the Park Property described in **Exhibit “D”** attached hereto (the “Utility Easement Area”), for purposes of constructing, operating and maintaining underground utility lines (including without limitation fiber optics) and appurtenant facilities (the “Utility Improvements”); provided, however, that (a) all utility lines shall be constructed underground, and (b) upon the completion of any installation, construction, maintenance, replacement or repair of any utility line or other facility within such easement, the Utility shall promptly return the affected property to its prior condition, at the sole expense of such Utility.

b. **Grant of Qwest.** DC Ranch hereby grants to Qwest, a non-exclusive perpetual easement upon across, over and under the portions of the Park Property described in **Exhibit "E"** attached hereto (the "Qwest Easement Area"), for purposes of constructing, operating and maintaining underground utility lines (including without limitation fiber optics) and appurtenant facilities (the "Qwest Improvements"); provided, however, that (a) all utility lines shall be constructed underground, and (b) upon the completion of any installation, construction, maintenance, replacement or repair of any utility line or other facility within such easement, Qwest shall promptly return the affected property to its prior condition, at the sole expense of Qwest.

4. **Maintenance of Improvements.** During and after construction of the Landscape Improvements DC Ranch shall be responsible for the maintenance of such improvements in good condition, order and repair, provided that: (i) DC Ranch may delegate all or any part of such responsibility to the Council by separate recorded instrument, (ii) on the date on which the City commences construction of the improvements on the Park Property, the City shall assume all responsibility for maintenance of the entire Park Property, including such improvements, and (iii) if the City determines that it is in the best interests of the City to undertake such maintenance before it is required to do so under the foregoing clause "(ii)", then the City shall so notify DC Ranch, whereupon, beginning sixty (60) days after such notice is given to DC Ranch, the City shall thereafter be responsible for such maintenance, whereupon DC Ranch shall no longer be responsible for such maintenance.

5. **Protection of Easement Premises and Improvements.** Subject to the need to provide police, fire, rescue and other emergency Unofficial Document municipal services, the City shall protect and maintain DC Ranch's rights of continuous access in the Landscape Easement Area and the Temporary Construction Easement Area (collectively, the "Easement Areas") for such time as DC Ranch has the right or responsibility to conduct activities within such Easement Areas as against all acts of the City and its employees and contractors. Once the Temporary Construction Easement has expired, and once the City has assumed responsibility for maintenance of the Landscape Improvements, DC Ranch will have no greater right of continuous access to the Easement Areas other than as might be granted to the general public. The City shall also protect all improvements located within the Easement Areas, as against all acts of the City and its employees and contractors. In the enforcement of the provisions of this section, DC Ranch shall be entitled to pursue any and all remedies available at law or in equity, including without limitation pursuit of a temporary restraining order, permanent injunction or other relief in the nature of specific performance.

COVENANTS, CONDITIONS AND RESTRICTIONS

Notwithstanding anything to the contrary in this instrument, DC Ranch and the City hereby agree and declare that the Park Property shall be held, conveyed and transferred subject to the following covenants, conditions and restrictions, which are hereby imposed against the Park Property as part of a general plan of development that is designed to protect and enhance the value and desirability of the entire DC Ranch development (collectively, the "Covenants"):

1. **Use of Property.** The City shall not use the Park Property for any purpose other than a public park, including related improvements (the “Park Improvements”), all in accordance with the DC Ranch Parcel 1.4 Master Site Plan approved by the Scottsdale City Council on June 17, 2003 (the “Approved Site Plan”), as such Approved Site Plan may be amended by the City Council from time to time in accordance with applicable public processes, and otherwise in accordance with Section 3.11 of the Development Agreement. Construction of the Park Improvements shall be at the sole expense of the City. The City covenants and agrees the Park Improvements will include a parking lot as generally shown on the Approved Site Plan.

2. **Revegetation.** The City shall make commercially reasonable efforts to preserve all vegetation removed from the Park Property, in accordance with all standards applicable to private developers within the City of Scottsdale and all other laws and regulations pertaining to native plants. Except for such vegetation as may be used in connection with landscaping of the Park Property, the City shall promptly deliver all vegetation removed from the Park Property to DC Ranch for such use as DC Ranch may deem appropriate.

3. **General Construction Obligations.** During the installation and construction of the Park Improvements, the City shall take all steps reasonably necessary to (i) keep, or cause to be kept, the Park Property in a neat, orderly and clean condition, free of debris, (ii) employ effective dust control procedures, (iii) protect all property and improvements located outside of the Park Property from damage caused by the City or its agents, employees, contractors or subcontractors, and immediately repair or replace any such property once damaged to its pre-existing condition at the City’s expense, (iv) keep all property and improvements within the DC Ranch development, and all paths, trails, ^{Unofficial Document}rights-of-way and drives, reasonably clean and clear of the City’s equipment, building materials, dirt, debris and similar materials, (v) secure, maintain in effect and comply with all state and federal permits necessary, (vi) comply with all applicable laws, rules and regulations pertaining to construction and safety (including without limitation Section 404 of the Clean Water Act and all other laws, rules and regulations pertaining to the washes located on and immediately to the east of the Park Property), (vii) comply with all applicable laws, rules and regulations pertaining to construction and safety, and all construction and safety requirements set forth in the construction rules set forth in **Exhibit “F”** attached hereto (the “Construction Rules”), and (ix) cooperate (and cause its agents, employees and contractors to cooperate) with DC Ranch and DC Ranch’s agents, employees and contractors, in coordinating any construction activities of the City on or about the Easement Areas or adjacent property under development so as to avoid interfering with construction activities on such Easement Areas and adjacent property. DC Ranch shall comply with the foregoing with respect to any installation and construction of Public Utility Improvements and Landscape Improvements by DC Ranch.

4. **Maintenance of Park Property.** At all times, the City shall maintain the Park Property and all landscaping and improvements thereon (except with respect to maintenance required of DC Ranch as provided above) in a neat, orderly and clean condition and to the standards generally prevailing in the DC Ranch development, at the City’s sole expense. The City Parks Department shall be provided with and have an opportunity to comment on the Landscape Improvements prior to the Landscape Improvements being constructed, so long as such review is completed within the normal City review time frames.

5. **Contractors.** The City shall use its best efforts to ensure that all of its employees and contractors are aware of the City's obligations under this Dedication and all Construction Rules, and to ensure that all such persons abide by all such obligations and requirements. Upon request by DC Ranch, the City shall provide DC Ranch with a copy of all contracts between the City and all such contractors (or among such persons) relating to the Park Improvements. Before entering onto the Park Property in connection with the performance of any work in connection with the Park Improvements, all such contractors shall execute and deliver to DC Ranch a Contractor's Acknowledgment and Covenant in the form of **Exhibit "G"** attached hereto.

GENERAL PROVISIONS

DC Ranch and the City hereby agree as follows:

1. **Running With the Land.** DC Ranch hereby declares its express intent that the foregoing Easements and Covenants shall run with the land and shall be an encumbrance on the Park Property, and, except as otherwise provided, shall be binding upon, enforceable against, and inure to the benefit of DC Ranch, the City, and their respective successors and assigns, including successors-in-title to the Park Property. Each and every contract, deed or other instrument hereafter executed conveying, transferring or otherwise disposing of the Park Property or any portion thereof, shall conclusively be held to have been executed, delivered and accepted by the grantee or transferee subject to the Covenants regardless of whether the Covenants are set forth in such contract, deed or other instrument. The Covenants shall continue in full force and effect perpetually.

Unofficial Document

2. **Default; Remedies.** In the event of any breach of any of the Covenants, or any other terms, conditions, conditions, restrictions, easements, covenants and reservations set forth in this instrument, the non-breaching party may pursue any and all remedies available at law or in equity and, in elaboration and not in limitation of the foregoing, the non-breaching party may pursue any proceedings at law or in equity to enjoin such breach and/or to recover damages for any such breach. Notwithstanding the foregoing, no breach of any of the Covenants, or of any other term, condition, condition, restriction, easement, covenant and reservation set forth in this instrument shall entitle any party to cancel, rescind or otherwise terminate the conveyance evidenced by this instrument or any of the Covenants, or of any other term, condition, condition, restriction, easement, covenant and reservation set forth in this instrument.

3. **Notices.** Any and all notices required or permitted hereunder shall be given in writing and personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other similar reputable overnight courier, addressed as follows:

If to DC Ranch:	DC Ranch L.L.C. 7600 East Doubletree Ranch Road, Suite 300 Scottsdale, Arizona 85258 Attn: Brent Herrington
-----------------	--

With a copy to: Biskind, Hunt & Taylor, P.L.C.
 11201 North Tatum Boulevard, Suite 330
 Phoenix, Arizona 85028
 Attn: Karrin Kunasek Taylor, Esq.

To the City: City of Scottsdale
 3939 Drinkwater Boulevard
 Scottsdale, Arizona 85251
 Attn: City Manager

With a copy to: City of Scottsdale
 3939 Drinkwater Boulevard
 Scottsdale, Arizona 85251
 Attn: City Attorney

or at any other address or facsimile number designated by DC Ranch or the City in writing, and any such notice or communication shall be deemed to have been given as of the date of delivery, if hand delivered or sent by overnight courier, as of three (3) days after the date of mailing, if mailed within the continental United States, or as of seven (7) days after mailing, if mailed outside the continental United States.

4. **Satisfaction of Stipulations.** The conveyance of the Park Property pursuant to this Dedication is agreed to be in full satisfaction of any and all stipulations requiring DC Ranch (or any person or entity constituting DC Ranch) ^{Unofficial Document} to dedicate to the City land for the park purposes within the area of land commonly known as Planning Unit I in the DC Ranch development, under Section 3.11 the Development Agreement, or otherwise.

5. **Effective Date.** DC Ranch has agreed to complete an environmental study of the Park Property and to discharge any and all deeds of trust encumbering the Park Property. DC Ranch and the City agree that until the environmental study is completed showing the environmental condition of the Park Property to be in a condition reasonably satisfactory to the City and until any and all deeds of trust encumbering the Park Property are discharged, the City will not accept the dedication of the Park Property and will not record this Dedication. If the conditions set forth in this paragraph 5 are not satisfied by August 1, 2003, the City retains the right to return this Dedication to DC Ranch without further obligation on the part of the City. DC Ranch and the City agree that title to the Park Property will not pass to the City unless and until this Dedication is recorded in accordance with the provisions set forth herein. Notwithstanding the ability of the City to return this Dedication to DC Ranch pursuant to the conditions set forth in this paragraph 5, DC Ranch may request and the City may approve the final plats of the adjacent property known as Parcels 1.17 and 1.18 within Planning Unit I.

DATED: 6/26, 2003.

DC RANCH: DC RANCH L.L.C., an Arizona limited liability company

By: DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, its Administrative Member

By: DMB GP, INC., an Arizona corporation, its General Partner

By: [Signature]
Its: VP

The City of Scottsdale hereby accepts the foregoing dedication of the Park Property (as defined above), and hereby agrees to be bound by the terms of the foregoing instrument:

CITY OF SCOTTSDALE, an Arizona municipal corporation ("City")

Unofficial Document

By: [Signature]
Mary Manross, Mayor

ATTEST:

[Signature]
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

[Signature]
David Pennartz, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of June, 2003, by Brent Harrington, the Vice President of DMB GP, INC., an Arizona corporation, General Partner of DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, the Administrative Member of DC RANCH L.L.C., an Arizona limited liability company, on behalf of the limited liability company.



My Commission Expires.

Jill K. Johnson
Notary Public

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Unofficial Document

Revised June 20, 2003
 Revised June 10, 2003
 April 7, 2003
 WP#011426.06
 Page 1 of 3
 See Exhibit "A"

**EXHIBIT A
 PARCEL DESCRIPTION
 DC Ranch
 Proposed Neighborhood Park Boundary**

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said section, a ½" rebar, from which the northwest corner of said section, a C.O.S. brass cap, bears North 00°00'08" East, a distance of 2640.83 feet;

THENCE along the east-west mid-section line of said section, North 89°57'56" East, a distance of 1069.65 feet;

THENCE leaving said east-west mid-section line, North 00°03'27" West, a distance of 244.03 feet, to the **POINT OF BEGINNING**;

THENCE North 00°03'27" West, a distance of 677.45 feet, to the beginning of a non-tangent curve;

Unofficial Document

THENCE easterly along said curve, having a radius of 272.00 feet, concave northerly, whose radius bears North 13°00'03" West, through a central angle of 10°16'56", a distance of 48.81 feet, to the curve's end;

THENCE North 66°43'01" East, a distance of 371.85 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 278.00 feet, concave southerly through a central angle of 04°41'38", a distance of 22.78 feet, to a point of compound curvature;

THENCE easterly along said curve, having a radius of 141.50 feet, concave southerly through a central angle of 29°41'46", a distance of 73.34 feet, to a point of reverse curvature;

THENCE easterly along said curve, having a radius of 158.50 feet, concave northerly through a central angle of 09°10'37", a distance of 25.39 feet, to the curve's end;

THENCE South 88°04'13" East, a distance of 119.43 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 25.00 feet, concave southwesterly through a central angle of 96°37'53", a distance of 42.16 feet, to a point of compound curvature;

THENCE southerly along said curve, having a radius of 1612.00 feet, concave westerly through a central angle of 03°55'38", a distance of 110.49 feet, to the curve's end;

THENCE South 12°29'19" West, a distance of 82.86 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 1508.00 feet, concave easterly through a central angle of 06°52'20", a distance of 180.87 feet, to the curve's end;

THENCE South 05°36'59" West, a distance of 695.90 feet, to a point on said mid-section line;

Exhibit A Page 1 of 3

Parcel Description
DC Ranch
Proposed Neighborhood Park Boundary

Revised June 20, 2003
Revised June 10, 2003
April 7, 2003
WP#011426.06
Page 2 of 3
See Exhibit "A"

THENCE continuing South 05°36'59" West, leaving said mid-section line, a distance of 410.26 feet;
THENCE North 36°02'39" West, a distance of 806.38 feet, to the **POINT OF BEGINNING.**

Containing 14.6527 acres, or 638,272 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Results of Survey of a portion of DC Ranch recorded in Book 426, page 38, Maricopa County Records (M.C.R.) and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of September, 1996 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

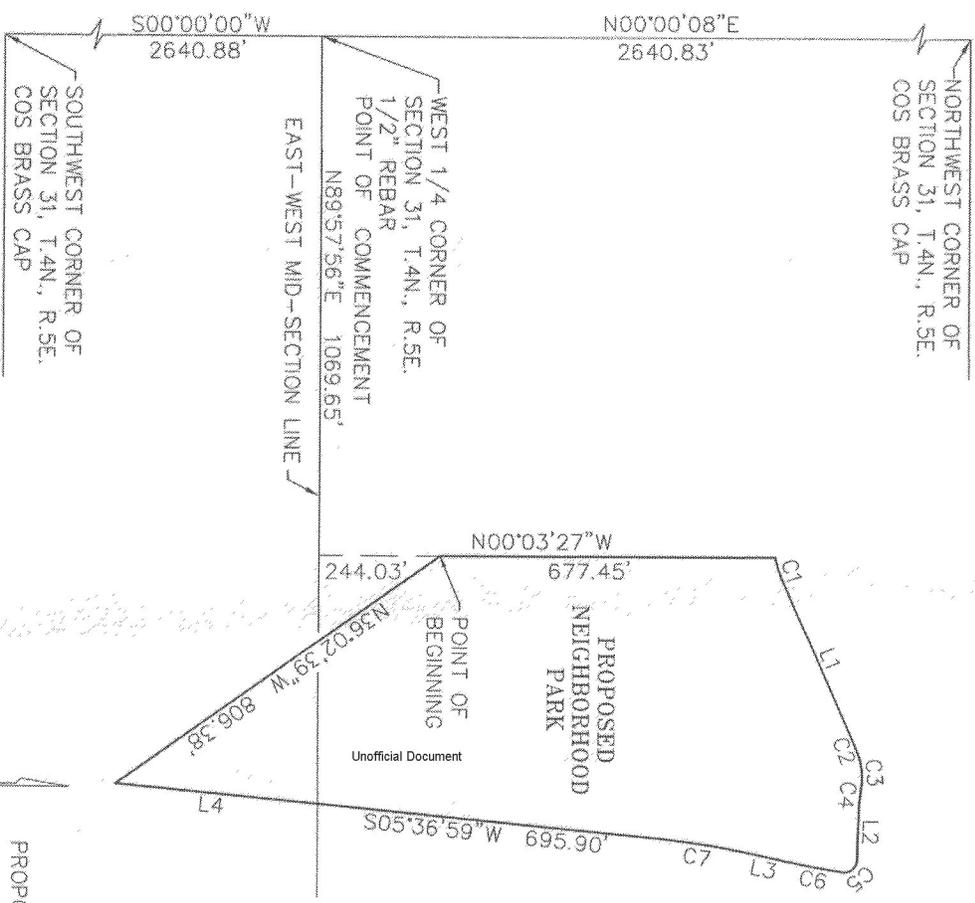
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Unofficial Document



Exhibit A Page 2 of 3

WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N66°43'01\"E	371.85'
L2	S88°04'13\"E	119.43'
L3	S12°29'19\"W	82.86'
L4	S05°36'59\"W	410.26'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	101°6'56\"	272.00'	46.81'
C2	04°41'38\"	278.00'	22.78'
C3	29°41'46\"	141.50'	73.34'
C4	09°10'37\"	158.50'	25.39'
C5	96°37'53\"	25.00'	42.16'
C6	03°55'38\"	1612.00'	110.49'
C7	06°52'20\"	1508.00'	180.87'



EXHIBIT "A"

DC RANCH
 06-20-03
 WP#011426.06
 PAGE 3 OF 3
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 Exhibit A/ Page 3 of 3

EXHIBIT B

PARCEL DESCRIPTION
DC Ranch Neighborhood Park
Proposed 20' Landscape Easement

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said section, a ½" rebar, from which the northwest corner of said section, a C.O.S. brass cap, bears North 00°00'08" East, a distance of 2640.83 feet;

THENCE along the east-west mid-section line of said section, North 89°57'56" East, a distance of 1069.65 feet;

THENCE leaving said east-west mid-section line, North 00°03'27" West, a distance of 901.00 feet, to the **POINT OF BEGINNING**;

THENCE continuing North 00°03'27" West, a distance of 20.48 feet, to the beginning of a non-tangent curve;

THENCE easterly along said curve, having a radius of 272.00 feet, concave northerly, whose radius bears North 13°00'03" West, through a central angle of 10°16'56", a distance of 48.81 feet, to the curve's end;

Unofficial Document

THENCE North 66°43'01" East, a distance of 371.85 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 278.00 feet, concave southerly through a central angle of 04°41'38", a distance of 22.78 feet, to a point of compound curvature;

THENCE easterly along said curve, having a radius of 141.50 feet, concave southerly through a central angle of 29°41'46", a distance of 73.34 feet, to a point of reverse curvature;

THENCE easterly along said curve, having a radius of 158.50 feet, concave northerly through a central angle of 09°10'38", a distance of 25.39 feet, to the curve's end;

THENCE South 88°04'13" East, a distance of 119.43 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 25.00 feet, concave southwesterly through a central angle of 96°37'53", a distance of 42.16 feet, to a point of compound curvature;

THENCE southerly along said curve, having a radius of 1612.00 feet, concave westerly through a central angle of 03°55'38", a distance of 110.49 feet, to the curve's end;

THENCE South 12°29'19" West, a distance of 82.86 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 1508.00 feet, concave easterly through a central angle of 06°52'20", a distance of 180.87 feet, to the curve's end;

THENCE South 05°36'59" West, a distance of 695.90 feet, to a point on east-west mid-section line;

THENCE leaving said mid-section line, South 05°36'59" West, a distance of 410.26 feet;

THENCE North 36°02'39" West, a distance of 30.09 feet;

**Parcel Description
DC Ranch Neighborhood Park
Proposed 20' Landscape Easement**

THENCE North 05°36'59" East, a distance of 385.80 feet, to a point on said east-west mid-section line;

THENCE leaving said mid-section line, North 05°36'59" East, a distance of 697.88 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 1528.00 feet, concave easterly through a central angle of 06°52'20", a distance of 183.27 feet, to the curve's end;

THENCE North 12°29'19" East, a distance of 82.86 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 1592.00 feet, concave westerly through a central angle of 03°55'38", a distance of 109.12 feet, to a point of compound curvature;

THENCE northerly along said curve, having a radius of 5.00 feet, concave southwesterly through a central angle of 96°37'53", a distance of 8.43 feet, to the curve's end;

THENCE North 88°04'13" West, a distance of 119.43 feet, to the beginning of a curve;

THENCE westerly along said curve, having a radius of 178.50 feet, concave northerly through a central angle of 09°10'38", a distance of 28.59 feet, to a point of reverse curvature;

THENCE westerly along said curve, having a radius of 121.50 feet, concave southerly through a central angle of 29°41'46", a distance of 62.97 feet, to a point of compound curvature;

THENCE westerly along said curve, having a radius of 258.00 feet, concave southerly through a central angle of 04°41'38", a distance of 21.14 feet, to the curve's end;

THENCE South 66°43'01" West, a distance of 371.85 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 292.00 feet, concave northerly through a central angle of 11°10'58", a distance of 56.99 feet, to the curve's end and the **POINT OF BEGINNING**.

Containing 0.9900 acres, or 43,125 square feet of land, more or less.

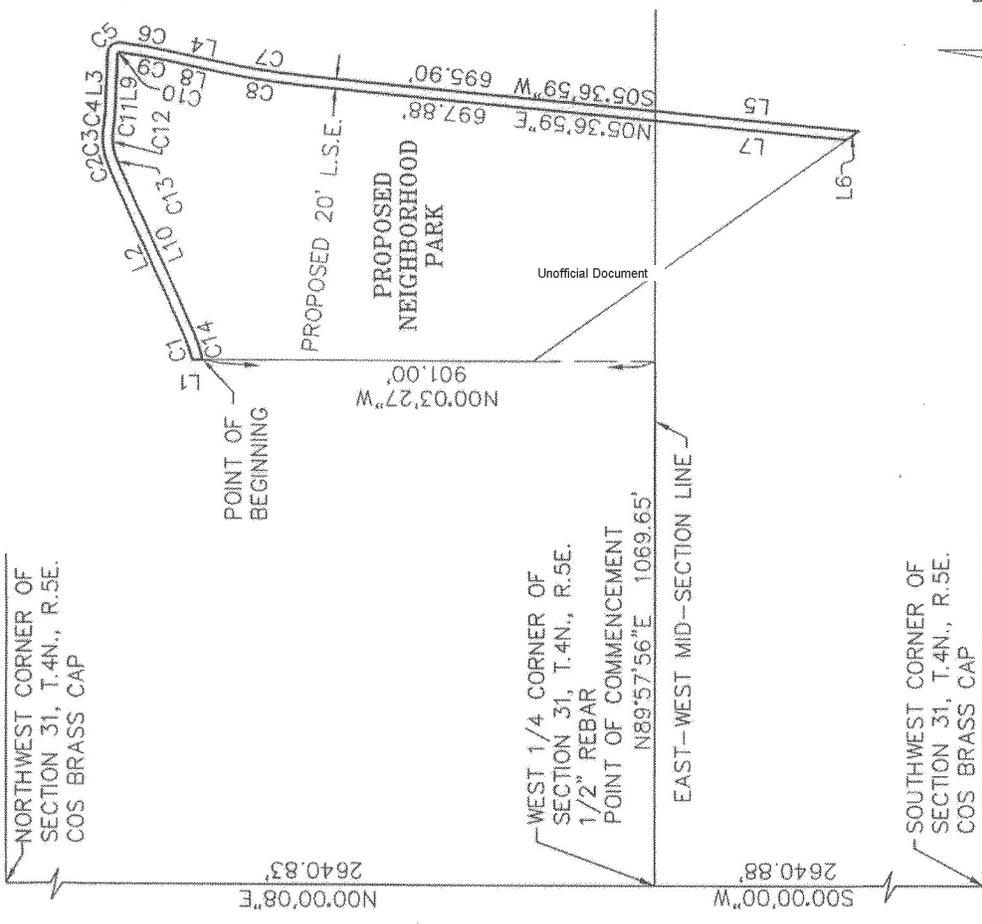
Subject to existing rights-of-way and easements.

This parcel description is based on the Results of Survey of a portion of DC Ranch recorded in Book 426, page 38, Maricopa County Records (M.C.R.) and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of September, 1996 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°03'27"W	20.48'
L2	N66°43'01"E	371.85'
L3	S88°04'13"E	119.43'
L4	S12°29'19"W	82.86'
L5	S05°36'59"W	410.26'
L6	N36°02'39"W	30.09'
L7	N05°36'59"E	385.80'
L8	N12°29'19"E	82.86'
L9	N88°04'13"W	119.43'
L10	S66°43'01"W	371.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	10°16'56"	272.00'	48.81'
C2	04°41'38"	278.00'	22.78'
C3	29°41'46"	141.50'	73.34'
C4	09°10'38"	158.50'	25.39'
C5	96°37'53"	25.00'	42.16'
C6	03°55'38"	1612.00'	110.49'
C7	06°52'20"	1508.00'	180.87'
C8	06°52'20"	1528.00'	183.27'
C9	03°55'38"	1592.00'	109.12'
C10	96°37'53"	5.00'	8.43'
C11	09°10'38"	178.50'	28.59'
C12	29°41'46"	121.50'	62.97'
C13	04°41'38"	258.00'	21.14'
C14	11°10'58"	292.00'	56.99'



DC RANCH NEIGHBORHOOD PARK
 PROPOSED 20' LANDSCAPE EASEMENT
 06-10-03
 WP#011426.06
 PAGE 3 OF 3
 NOT TO SCALE
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WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580

EXHIBIT C

PARCEL DESCRIPTION
DC Ranch Neighborhood Park
Proposed 50' Temporary Construction Easement

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said section, a ½" rebar, from which the northwest corner of said section, a C.O.S. brass cap, bears North 00°00'08" East, a distance of 2640.83 feet;

THENCE along the east-west mid-section line of said section, North 89°57'56" East, a distance of 1069.65 feet;

THENCE leaving said east-west mid-section line, North 00°03'27" West, a distance of 870.39 feet, to the **POINT OF BEGINNING**;

THENCE North 00°03'27" West, a distance of 51.09 feet, to the beginning of a non-tangent curve;

THENCE easterly along said curve, having a radius of 272.00 feet, concave northerly, whose radius bears North 13°00'03" West, through a central angle of 10°16'56", a distance of 48.81 feet, to the curve's end;

THENCE North 66°43'01" East, a distance of 271.95 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 278.00 feet, concave southerly through a central angle of 04°41'38", a distance of 22.78 feet, to a point of compound curvature;

THENCE easterly along said curve, having a radius of 141.50 feet, concave southerly through a central angle of 29°41'46", a distance of 73.34 feet, to a point of reverse curvature;

THENCE easterly along said curve, having a radius of 158.50 feet, concave northerly through a central angle of 09°10'38", a distance of 25.39 feet, to the curve's end;

THENCE South 88°04'13" East, a distance of 119.43 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 25.00 feet, concave southwesterly through a central angle of 96°37'53", a distance of 42.16 feet, to a point of compound curvature;

THENCE southerly along said curve, having a radius of 1612.00 feet, concave westerly through a central angle of 03°55'38", a distance of 110.49 feet, to the curve's end;

THENCE South 12°29'19" West, a distance of 82.86 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 1508.00 feet, concave easterly through a central angle of 06°52'20", a distance of 180.87 feet, to the curve's end;

THENCE South 05°36'59" West, a distance of 695.90 feet, to a point on said east-west mid-section line;

THENCE leaving said mid-section line, South 05°36'59" West, a distance of 410.26 feet;

THENCE North 36°02'39" West, a distance of 75.22 feet;

Parcel Description
DC Ranch Neighborhood Park
Proposed 50' Temporary Construction Easement

THENCE North 05°36'59" East, a distance of 349.11 feet, to a point on said east-west mid-section line;

THENCE leaving said mid-section line, North 05°36'59" East, a distance of 700.85 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 1558.00 feet, concave easterly through a central angle of 06°52'20", a distance of 186.87 feet, to the curve's end;

THENCE North 12°29'19" East, a distance of 82.86 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 1562.00 feet, concave westerly through a central angle of 02°53'47", a distance of 78.96 feet, to a point of intersection with a non-tangent line;

THENCE North 88°04'13" West, a distance of 91.10 feet, to the beginning of a curve;

THENCE westerly along said curve, having a radius of 208.50 feet, concave northerly through a central angle of 09°10'38", a distance of 33.40 feet, to a point of reverse curvature;

THENCE westerly along said curve, having a radius of 91.50 feet, concave southerly through a central angle of 29°41'46", a distance of 47.42 feet, to a point of compound curvature;

THENCE westerly along said curve, having a radius of 228.00 feet, concave southerly through a central angle of 04°41'38", a distance of 18.68 feet, to the curve's end;

THENCE South 66°43'01" West, a distance of 371.85 feet, to the beginning of a curve;

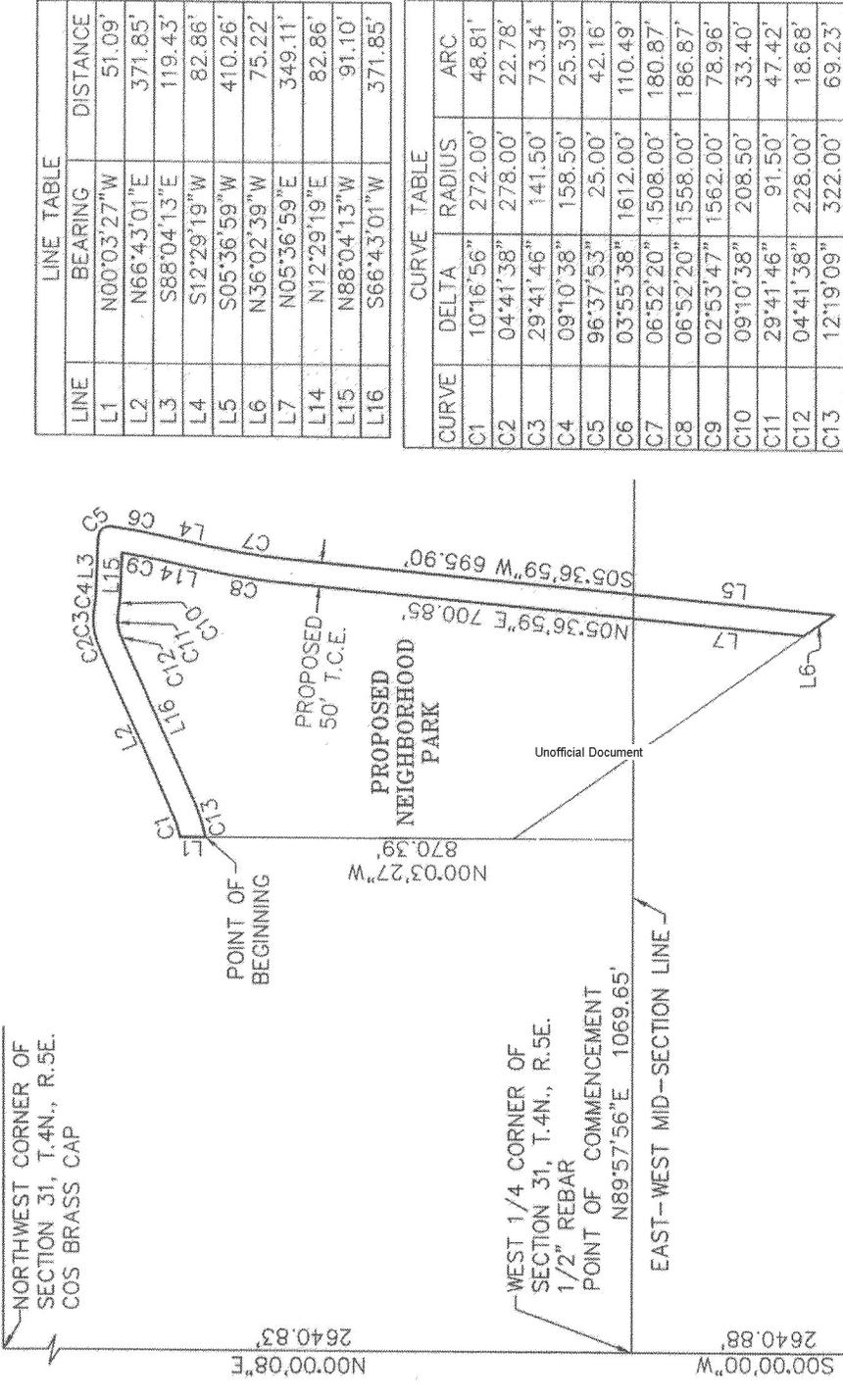
THENCE southwesterly along said curve, having a radius of 322.00 feet, concave northerly through a central angle of 12°19'09", a distance of 69.23 feet, to the curve's end and the POINT OF BEGINNING.

Containing 2.4229 acres, or 105,542 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Results of Survey of a portion of DC Ranch recorded in Book 426, page 38, Maricopa County Records (M.C.R.) and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of September, 1996 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°03'27"W	51.09'
L2	N66°43'01"E	371.85'
L3	S88°04'13"E	119.43'
L4	S12°29'19"W	82.86'
L5	S05°36'59"W	410.26'
L6	N36°02'39"W	75.22'
L7	N05°36'59"E	349.11'
L14	N12°29'19"E	82.86'
L15	N88°04'13"W	91.10'
L16	S66°43'01"W	371.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	10°16'56"	272.00'	48.81'
C2	04°41'38"	278.00'	22.78'
C3	29°41'46"	141.50'	73.34'
C4	09°10'38"	158.50'	25.39'
C5	96°37'53"	25.00'	42.16'
C6	03°55'38"	1612.00'	110.49'
C7	06°52'20"	1508.00'	180.87'
C8	06°52'20"	1558.00'	186.87'
C9	02°53'47"	1562.00'	78.96'
C10	09°10'38"	208.50'	33.40'
C11	29°41'46"	91.50'	47.42'
C12	04°41'38"	228.00'	18.68'
C13	12°19'09"	322.00'	69.23'

DC RANCH NEIGHBORHOOD PARK
 PROPOSED 50' TEMPORARY CONSTRUCTION EASEMENT
 06-10-03
 WP#011426.06
 PAGE 3 OF 3
 NOT TO SCALE
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NORTHWEST CORNER OF SECTION 31, T.4N., R.5E. COS BRASS CAP

POINT OF BEGINNING

POINT OF COMMENCEMENT N89°57'56"E 1069.65'

WEST 1/4 CORNER OF SECTION 31, T.4N., R.5E. 1/2" REBAR

EAST-WEST MID-SECTION LINE

SOUTHWEST CORNER OF SECTION 31, T.4N., R.5E. COS BRASS CAP

WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580

EXHIBIT D

PARCEL DESCRIPTION
DC Ranch Neighborhood Park
Proposed 8' Public Utility Easement

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said section, a ½" rebar, from which the northwest corner of said section, a C.O.S. brass cap, bears North 00°00'08" East, a distance of 2640.83 feet;

THENCE along the east-west mid-section line of said section, North 89°57'56" East, a distance of 1069.65 feet;

THENCE leaving said east-west mid-section line, North 00°03'27" West, a distance of 913.28 feet, to the **POINT OF BEGINNING**;

THENCE North 00°03'27" West, a distance of 8.20 feet, to the beginning of a non-tangent curve;

THENCE easterly along said curve, having a radius of 272.00 feet, concave northerly, whose radius bears North 13°00'03" West, through ^{Unofficial Document} angle of 10°16'56", a distance of 48.81 feet, to the curve's end;

THENCE North 66°43'01" East, a distance of 371.85 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 278.00 feet, concave southerly through a central angle of 04°41'38", a distance of 22.78 feet, to a point of compound curvature;

THENCE easterly along said curve, having a radius of 141.50 feet, concave southerly through a central angle of 29°41'46", a distance of 73.34 feet, to a point of reverse curvature;

THENCE easterly along said curve, having a radius of 158.50 feet, concave northerly through a central angle of 09°10'38", a distance of 25.39 feet, to the curve's end;

THENCE South 88°04'13" East, a distance of 119.43 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 25.00 feet, concave southwesterly through a central angle of 96°37'53", a distance of 42.16 feet, to a point of compound curvature;

THENCE southerly along said curve, having a radius of 1612.00 feet, concave westerly through a central angle of 03°55'38", a distance of 110.49 feet, to the curve's end;

THENCE South 12°29'19" West, a distance of 82.86 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 1508.00 feet, concave easterly through a central angle of 06°52'20", a distance of 180.87 feet, to the curve's end;

THENCE South 05°36'59" West, a distance of 695.90 feet, to a point on said east-west mid-section line;

THENCE leaving said mid-section line, South 05°36'59" West, a distance of 410.26 feet;

THENCE North 36°02'39" West, a distance of 12.04 feet;

Parcel Description
DC Ranch Neighborhood Park
Proposed 8' Public Utility Easement

THENCE North 05°36'59" East, a distance of 400.48 feet, to a point on said east-west mid-section line;
THENCE leaving said mid-section line, North 05°36'59" East, a distance of 696.69 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 1516.00 feet, concave easterly through a central angle of 06°52'20", a distance of 181.83 feet, to the curve's end;
THENCE North 12°29'19" East, a distance of 82.86 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 1604.00 feet, concave westerly through a central angle of 03°55'38", a distance of 109.94 feet, to a point of compound curvature;
THENCE northerly along said curve, having a radius of 17.00 feet, concave southwesterly through a central angle of 96°37'54", a distance of 28.67 feet, to the curve's end;
THENCE North 88°04'13" West, a distance of 119.43 feet, to the beginning of a curve;
THENCE westerly along said curve, having a radius of 166.50 feet, concave northerly through a central angle of 09°10'38", a distance of 26.67 feet, to a point of reverse curvature;
THENCE westerly along said curve, having a radius of 133.50 feet, concave southerly through a central angle of 29°41'46", a distance of 69.19 feet, to a point of compound curvature;
THENCE westerly along said curve, ^{Unofficial Document} having a radius of 270.00 feet, concave southerly through a central angle of 04°41'38", a distance of 22.12 feet, to the curve's end;
THENCE South 66°43'01" West, a distance of 371.85 feet, to the beginning of a curve;
THENCE southwesterly along said curve, having a radius of 280.00 feet, concave northerly through a central angle of 10°39'30", a distance of 52.09 feet, to the curve's end and the **POINT OF BEGINNING**.

Containing 0.3991 acres, or 17,384 square feet of land, more or less.

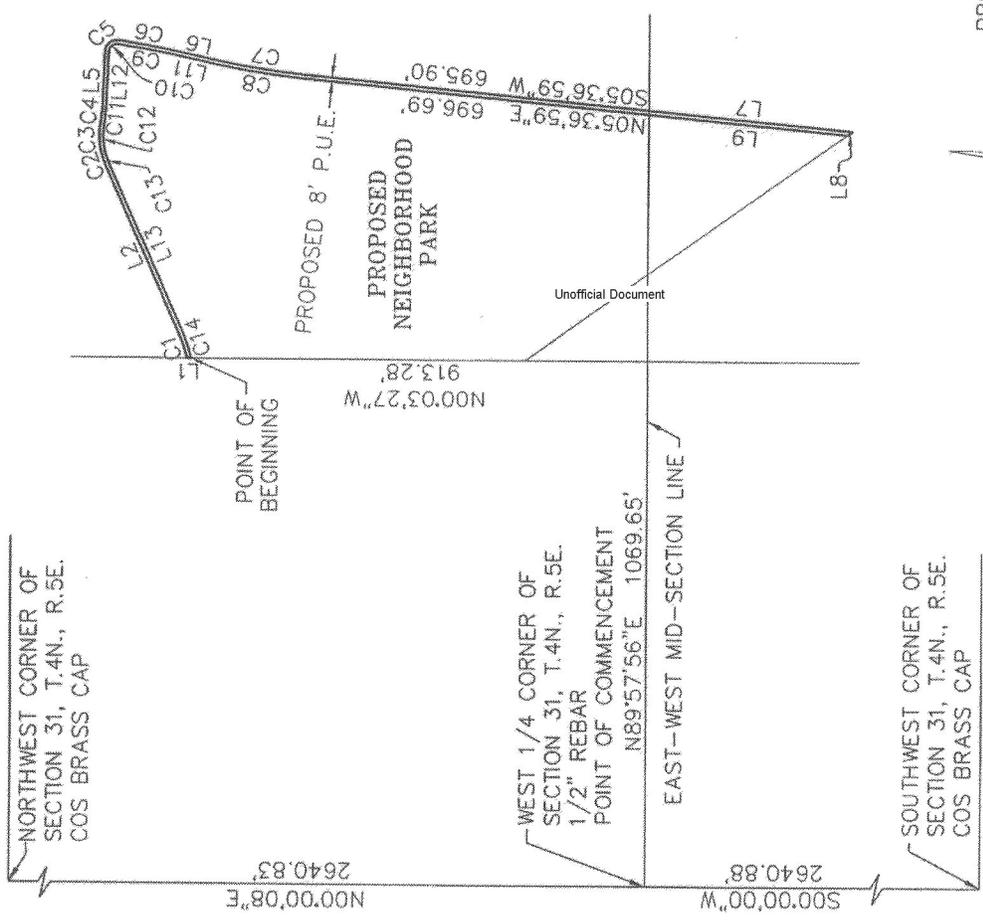
Subject to existing rights-of-way and easements.

This parcel description is based on the Results of Survey of a portion of DC Ranch recorded in Book 426, page 38, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of September, 1996 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°03'27"W	8.20'
L2	N66°43'01"E	371.85'
L5	S88°04'13"E	119.43'
L6	S12°29'19"W	82.86'
L7	S05°36'59"W	410.26'
L8	N36°02'39"W	12.04'
L9	N05°36'59"E	400.48'
L11	N12°29'19"E	82.86'
L12	N88°04'13"W	119.43'
L13	S66°43'01"W	371.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	10°16'56"	272.00'	48.81'
C2	04°41'38"	278.00'	22.78'
C3	29°41'46"	141.50'	73.34'
C4	09°10'38"	158.50'	25.39'
C5	96°37'53"	25.00'	42.16'
C6	03°55'38"	1612.00'	110.49'
C7	06°52'20"	1508.00'	180.87'
C8	06°52'20"	1516.00'	181.83'
C9	03°55'38"	1604.00'	109.94'
C10	96°37'54"	17.00'	28.67'
C11	09°10'38"	166.50'	26.67'
C12	29°41'46"	133.50'	69.19'
C13	04°41'38"	270.00'	22.12'
C14	10°39'30"	280.00'	52.09'



DC RANCH NEIGHBORHOOD PARK
 PROPOSED 8' PUBLIC UTILITY EASEMENT
 06-20-03
 WP#011426.06
 PAGE 3 OF 3
 NOT TO SCALE
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WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580

EXHIBIT E

PARCEL DESCRIPTION
DC Ranch – Neighborhood Park
Proposed Qwest Easement

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said section, a ½" rebar, from which the northwest corner of said section, a C.O.S. brass cap, bears North 00°00'08" East, a distance of 2640.83 feet;

THENCE along the east-west mid-section line of said section, North 89°57'56" East, a distance of 1584.04 feet;

THENCE leaving said east-west mid-section line, North 05°36'59" East, a distance of 695.90 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 1508.00 feet, concave easterly through a central angle of 06°52'20", a distance of 180.87 feet, to the curve's end;

THENCE North 12°29'19" East, a distance of 82.86 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 1612.00 feet, concave westerly through a central angle of 00°29'32", a distance of 13.85 feet, to a point of intersection with a non-tangent line and the **POINT OF BEGINNING**;

THENCE North 74°35'17" West, a distance of 25.97 feet;

THENCE North 15°24'43" East, a distance of 15.00 feet;

THENCE South 74°35'17" East, a distance of 25.00 feet, to the beginning of a non-tangent curve;

THENCE southerly along said curve, having a radius of 1612.00 feet, concave westerly, whose radius bears North 78°32'17" West, through a central angle of 00°32'04", a distance of 15.04 feet, the **POINT OF BEGINNING**.

Containing 0.0088 acres, or 382 square feet of land, more or less.

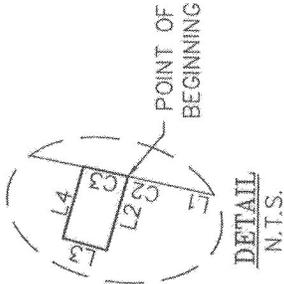
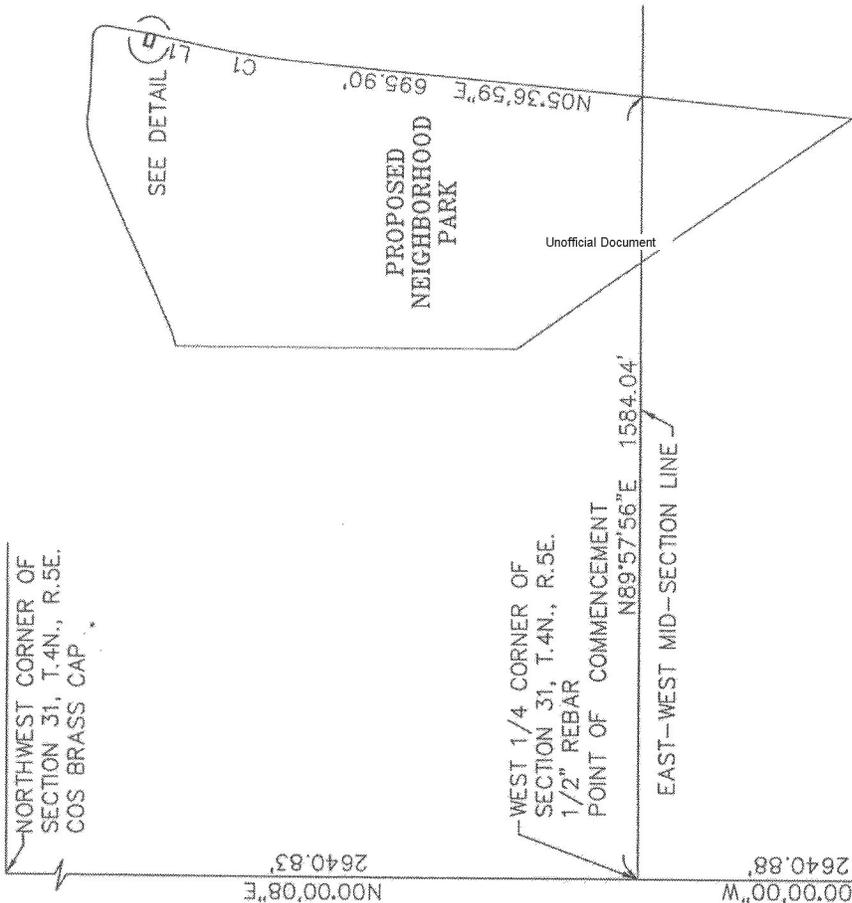
Subject to existing rights-of-way and easements.

This parcel description is based on the Results of Survey of a portion of DC Ranch recorded in Book 426, page 38, Maricopa County Records (M.C.R.) and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of September, 1996 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N12°29'19"E	82.86'
L2	N74°35'17"W	25.97'
L3	N15°24'43"E	15.00'
L4	S74°35'17"E	25.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	06°52'20"	1508.00'	180.87'
C2	00°29'32"	1612.00'	13.85'
C3	00°32'04"	1612.00'	15.04'



DC RANCH NEIGHBORHOOD PARK
 PROPOSED QWEST EASEMENT
 06-19-03
 WP#011426.06
 PAGE 2 OF 2
 NOT TO SCALE
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NORTHWEST CORNER OF SECTION 31, T.4N., R.5E. COS BRASS CAP

WEST 1/4 CORNER OF SECTION 31, T.4N., R.5E. 1/2" REBAR POINT OF COMMENCEMENT

SOUTHWEST CORNER OF SECTION 31, T.4N., R.5E. COS BRASS CAP

WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580

Exhibit "F"
to
Dedication

CONSTRUCTION RULES

1. **Hours of Operation.** Daily hours of operation for work on the Park Property shall be the standard hours of operation for other City construction projects. Notwithstanding the foregoing, no work will be allowed on the site on Sundays or legal holidays. If a contractor needs to work on a Sunday or legal holiday, the contractor must request and receive express written approval from DC Ranch at least two (2) days in advance of undertaking the work. DC Ranch may grant or withhold such approval on any reasonable basis.

2. **Site Access.** All employees must enter the Park Property only at approved locations and must park on approved locations only. Transportation within the site from parking areas must be arranged by the applicable contractors and subcontractors. Contractors, subcontractors and employees must not cut locks or fences for entering or exiting the Park Property. Each time a gate is unlocked, it must be immediately closed and re-locked. No vehicle may cross any adjacent homesite, common area, golf course or other property to access the Park Property. Unless otherwise designated in writing by DC Ranch, the only permitted point(s) of entry onto the Park Property shall be from 91st Street, south of Union Hills Drive.

3. **Fire Hazards.** Unofficial Document All vehicles driving onto the Park Property must be equipped with a charged, working fire extinguisher and a shovel. The fire extinguisher must be seven (7) pounds minimum. It is strongly recommended that all vehicles on the Park Property be equipped with a charged, working cellular telephone or radio. If a fire starts, "911" should be called immediately. All vehicles must have a complete and properly functioning exhaust system. Drivers and operators of vehicles must be cautious when operating and parking vehicles on the Park Property and shall not stop over areas containing combustible vegetation. DC Ranch strongly discourages smoking on the site. Any representative or employee of any contractor or subcontractor who does smoke must be extremely cautious with smoking materials to be certain that they are totally extinguished in a vehicle's ashtray. Any fire damage caused by a representative or employee of any contractor or subcontractor shall be construed as the negligent and wilful misconduct of the contractor or subcontractor. No equipment that may produce a spark or significant heat may be used except within reach of a fire extinguisher.

4. **Clean-Up.** All trash and debris must be cleaned up at the end of each work day. Lightweight materials must be disposed of in a suitable trash receptacle. Heavy materials must be disposed of off-site on a weekly basis. Dumping, burning or burying trash or debris is prohibited.

5. **Job Site Storage.** Contractors' and subcontractors' materials, tools and equipment may be stored on the Park Property at a location subject to the approval of DC Ranch's construction manager. Any losses or damages resulting from storage of materials, tools

and equipment shall be remedied at the cost of the contractor or subcontractor. Each contractor and subcontractor shall be responsible for any erection, dismantling, maintenance, utilities, fencing, telephoning, security, etc., that it may deem necessary in setting up any storage area.

6. **Fencing.** During construction on the Park Property, the Park Property must be enclosed with a screen fence to reduce visibility of operations from neighboring parcels, and to prevent debris from leaving the Park Property.

7. **Site Area Plan.** A site area plan showing staging locations, contractor parking and toilet facilities must be submitted to and approved by the DC Ranch Covenant Commission before commencement of any construction activities on the Park Property.

8. **Toilet Facilities.** Adequate sanitary facilities for all workers shall be provided by the contractors and subcontractors in accordance with OSHA requirements.

9. **Protection of Existing Utilities (“Blue Staking”).** Each contractor and subcontractor shall be responsible for the exact location of all existing utilities and is responsible for proper notification of all applicable utility providers before digging. Each contractor and subcontractor shall verify all utility locations and coordinate in a timely manner with the applicable utility provider, and DC Ranch Association, Inc., so that any obstructing utility installation may be adjusted appropriately. Every utility line shall be protected at all times. Any damage to utility lines caused by the operations of a contractor or subcontractor shall be reported promptly to the applicable utility provider. Repairs to any such utility lines shall be made by the utility provider at the expense of the contractor or subcontractor.

10. **Construction Limits.** The character of the land and vegetation on the Park Property is extremely valuable to the project. Each contractor and subcontractor is to recognize and protect the value of land and vegetation adjoining the contractor’s or subcontractor’s work area. The contractor or subcontractor shall not clear any vegetation from the site or disturb any land other than that specified in the attached agreement.

11. **Safety.** All work activities shall be performed in accordance with all applicable state and federal occupational safety and health standards.

12. **General Conduct.** No radio or other audio equipment may be played or used within the Park Property. Possession or discharge of any firearm within the Park Property is strictly prohibited. Possession or use of alcohol or any controlled substance within the Park Property is strictly prohibited. No dogs or other pets are permitted on the Park Property. No visitors are permitted at the Park Property, other than persons having official business related to work on the Park Property.

Exhibit "G"
to
Dedication

ACKNOWLEDGMENT AND COVENANT

The undersigned hereby acknowledges that it has received a copy of the Dedication from DC Ranch L.L.C. ("**DC Ranch**") to the City of Scottsdale (the "**City**") dated _____, 2003 (the "**Dedication**"), pertaining to the Park Property within the DC Ranch Development and that it has had an opportunity to read and understand the Dedication, and the undersigned hereby agrees for the benefit of DC Ranch and the City to abide by all of the terms of the Agreement applicable to the City and its contractors. The undersigned further covenants as follows:

1. The undersigned agrees to indemnify, defend and hold harmless DC Ranch and its members, managers, constituent partners and shareholders, and the constituent members and managers, constituent partners, shareholders, directors, officers, employees, agents and representatives of each of the foregoing (collectively, the "**Indemnitees**"), for, from and against any and all claims, losses, damages, liabilities, obligations, suits, demands, fines and proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, paralegal fees and investigation costs incurred by any one or more of the Indemnitees) that may be asserted against, or incurred or suffered by any one or more of the Indemnitees as a result of, arising out of, or directly or indirectly related to (a) the undersigned's violation or the violation by any employee or subcontractor of the undersigned of any federal, state or local law or regulation in the course of performing the Work (as defined in the Dedication), (b) any act, error or omission of the undersigned or any of its employees or subcontractors in connection with the performance of the Work, including without limitation any act, error or omission relating to the use, storage, treatment, generation, transportation, release or disposal of Unofficial Document Hazardous Materials (as defined in the Dedication), and (c) any violation of any term, condition or covenant or obligation of the City under the Dedication by the undersigned or any of its employees or subcontractors.

2. The undersigned shall secure and maintain during the performance of any portion of the work by the undersigned workman's compensation insurance and comprehensive general and automobile liability insurance with no less than a \$2,000,000.00 single limit, which policy shall name DC Ranch as an additional insured, and shall cover the acts and omissions of the undersigned as well as its employees and contractors when acting on behalf of the undersigned. The undersigned shall submit to DC Ranch a certificate of insurance evidencing the foregoing required coverage before the commencement of any Work. DC Ranch reserves the right to require additional evidence of coverage from the undersigned from time to time upon request. The foregoing policies shall provide that they may not expire, be canceled or be materially changed without thirty (30) days prior written notice to DC Ranch and a statement to this effect must appear on the foregoing certificate of insurance. If a policy expires during the performance of any portion of the work by the undersigned, a renewal certificate must be provided to DC Ranch at least thirty (30) days prior to expiration.

DATED: _____, 2003.

By: _____
Its: _____

RESOLUTION NO. 6336

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING ACQUISITION OF FEE TITLE IN A 12.8 ACRE PARCEL OF LAND LOCATED NEAR THE SOUTHEAST CORNER OF THE PIMA ROAD AND UNION HILLS INTERSECTION BE ACQUIRED BY THE CITY OF SCOTTSDALE BY DEDICATION FOR THE PURPOSE OF A NEIGHBORHOOD PARK.

WHEREAS, the City and DC Ranch, L.L.C. (hereinafter "DC Ranch") have entered into a development agreement that provides, in part, for the dedication of certain park areas to the City; and

WHEREAS, in fulfillment of a part of that development agreement DC Ranch wishes to dedicate approximately 12.8 acres of land located near the southeast corner of the Pima Road and Union Hills intersection for use as a neighborhood parks, subject to certain reservations, restrictions, covenants and conditions set forth in that certain Special Warranty Deed, with Reservation of Easements, and Covenants and Restrictions (hereinafter "the Special Warranty Deed") tendered by DC Ranch to the City; and

WHEREAS, the City is desirous of accepting this dedication pursuant to the Deed;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

SECTION 1. That it is deemed necessary and essential as a matter of public welfare that the City, in order to obtain the benefit of the development agreement with DC Ranch, as recorded with the Maricopa County Recorder as Document No. 98-0970077 as amended by Document No. 2003009008, accept the dedication of the property described in the Special Warranty Deed.

SECTION 2. That Mayor Mary Manross is authorized and directed to execute the Special Warranty Deed, Agreement No. 2003-123-COS, attached to this Resolution, and any other documents necessary to accept the park dedication.

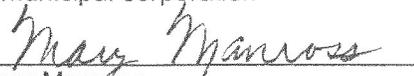
SECTION 3. That the City Clerk is hereby directed to record the Special Warranty Deed as provided for therein.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 1st day of July, 2003.

ATTEST:


Sonia Robertson
City Clerk

CITY OF SCOTTSDALE
A municipal corporation


Mary Manross
Mayor

APPROVED AS TO FORM


David Pennartz
City Attorney