

From: [Colby, Michelle](#)
To: [Aouad, Ghassan](#)
Cc: [Tessier, Meredith](#); [Curtis, Tim](#); [Hayes, Eliana](#); [Lechner, Chris](#)
Subject: RE: Collector's Garage at Westworld - Proposed Private Dev adj to BOR lands -CoS Cases 5-ZN-2024 & 8-AB-2024
Date: Tuesday, March 25, 2025 5:08:15 PM
Attachments: [20250325163102576.pdf](#)
[2022-430791_Drainage_Agmt_FD_Cont_Esmt_5-18-2022.pdf](#)

Ghassan,

For our meeting on Thursday that includes Tom Fitzgerald's question regarding drainage... I have attached annotated sketches of the two properties that are proposed to be developed with BOR/CAP lands marked.

I've also attached the 2022 drainage agreement that Kroy negotiated with the owners of the subject 2 properties and two other adjacent owners.

Thanks!

Michelle Colby

City of Scottsdale Real Estate Asset Manager

mcolby@scottsdaleaz.gov

O: 480-312-7042

From: Aouad, Ghassan <GAouad@Scottsdaleaz.gov>
Sent: Monday, March 10, 2025 9:50 AM
To: Colby, Michelle <MColby@Scottsdaleaz.gov>
Cc: Tessier, Meredith <MTessier@ScottsdaleAz.Gov>
Subject: FW: Collector's Garage at Westworld - Proposed Private Dev adj to BOR lands -CoS Cases 5-ZN-2024 & 8-AB-2024

Hi Michelle,

Can you please give me a call when you can. I am not clear on the CAP ownership

Thanks

Ghassan

Ghassan Aouad, P.E., CFM

Sr. Stormwater Engineer

Stormwater Management

City of Scottsdale

(480) 312-7055

gaouad@scottsdaleaz.gov

From: Tessier, Meredith <MTessier@ScottsdaleAz.Gov>

Sent: Friday, March 7, 2025 11:26 AM

To: Colby, Michelle <MColby@Scottsdaleaz.gov>; Curtis, Tim <tcurtis@scottsdaleaz.gov>; Aouad, Ghassan <GAouad@Scottsdaleaz.gov>

Cc: Perreault, Erin <EPERREAUULT@scottsdaleaz.gov>; Tymkiw, Alison <ATymkiw@scottsdaleaz.gov>; Seeley, Shirley <SSeeley@Scottsdaleaz.gov>; Hayes, Eliana <EHayes@Scottsdaleaz.gov>; Gallardo, Alicia <AGallardo@Scottsdaleaz.gov>; Hardy, Wendy <wenh@scottsdaleaz.gov>; Scott, Sherry <SScott@scottsdaleaz.gov>; Stockwell, Brent <BStockwell@scottsdaleaz.gov>; Padilla, Joe <JPadilla@Scottsdaleaz.gov>; Morrison, Shane <ShMorrison@Scottsdaleaz.gov>; Lechner, Chris <clechner@scottsdaleaz.gov>

Subject: RE: Collector's Garage at Westworld - Proposed Private Dev adj to BOR lands -CoS Cases 5-ZN-2024 & 8-AB-2024

Hello Ghassan-Im adding you to this e-mail chain

Please see Tom's e-mail below, will you please provide a response to question #3 regarding drainage.

Thank you-Meredith

From: Colby, Michelle <MColby@Scottsdaleaz.gov>

Sent: Friday, March 7, 2025 11:17 AM

To: Tessier, Meredith <MTessier@ScottsdaleAz.Gov>; Curtis, Tim <tcurtis@scottsdaleaz.gov>

Cc: Perreault, Erin <EPERREAUULT@scottsdaleaz.gov>; Tymkiw, Alison <ATymkiw@scottsdaleaz.gov>; Seeley, Shirley <SSeeley@Scottsdaleaz.gov>; Hayes, Eliana <EHayes@Scottsdaleaz.gov>; Gallardo, Alicia <AGallardo@Scottsdaleaz.gov>; Hardy, Wendy <wenh@scottsdaleaz.gov>; Scott, Sherry <SScott@scottsdaleaz.gov>; Stockwell, Brent <BStockwell@scottsdaleaz.gov>; Padilla, Joe <JPadilla@Scottsdaleaz.gov>; Morrison, Shane <ShMorrison@Scottsdaleaz.gov>; Lechner, Chris <clechner@scottsdaleaz.gov>

Subject: FW: Collector's Garage at Westworld - Proposed Private Dev adj to BOR lands -CoS Cases 5-ZN-2024 & 8-AB-2024

Merdith and Tim,

So much for my plan to forward Tom's e-mail first thing. Got pulled off task right after I sat down at my computer. Happy Friday!

CAP's response to the proposed zero setback design for Buildings A, C, and D as shown on the 5-ZN-2024 site plan is below.

Tom also asked a question about the applicant's plan for the drainage flows. Can you please provide

a response, or forward the question to the SME/assigned drainage reviewer for a response?

Thank you!

Michelle Colby

City of Scottsdale Real Estate Asset Manager

mcolby@scottsdaleaz.gov

O: 480-312-7042

From: Thomas Fitzgerald <tfitzgerald@cap-az.com>

Sent: Monday, February 24, 2025 1:57 PM

To: Colby, Michelle <MColby@Scottsdaleaz.gov>

Cc: Seeley, Shirley <SSeeley@Scottsdaleaz.gov>; Hardy, Wendy <wenh@scottsdaleaz.gov>

Subject: RE: Collector's Garage at Westworld - Proposed Private Dev adj to BOR lands -CoS Cases 5-ZN-2024 & 8-AB-2024

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

Michelle,

Thank you for the opportunity to review the plans for the CoS Cases 5-ZN-2024 and 8-AB-2004. After review of the plans CAP has the following concern that need addressed:

1. The plan shows a zero set back from the property line. CAP has concerns about the constructability of these improvements without impact to CAP property.
2. No private improvements (footings, drainage structures, or any other improvements) will be allowed on CAP property. There is no interest or need by CAP in a common wall.
3. Is all drainage kept on site or are some flows coming onto CAP property?

CAP is not in objection to the abandonment of the GLO easements.

CA will not provide Temporary Construction Easements for use of CAP property for construction of this private facility, nor will CAP provide a long term License for maintenance of the facility. All maintenance of perimeter walls and building wall need to be done on private property.

Let me know if you have any questions or would like to have a meeting to discuss this further.

Thomas Fitzgerald

LAND AND SURVEY SUPERVISOR

O (623) 869-2209 M (602) 292-1450

E tfitzgerald@cap-az.com

L [23636 North 7th Street, Phoenix, Arizona 85024](#)

Don't let what you cannot do interfere with what you CAN do.

John Wooden

From: Colby, Michelle <MColby@Scottsdaleaz.gov>
Sent: Wednesday, February 19, 2025 5:20 PM
To: Thomas Fitzgerald <tfitzgerald@cap-az.com>
Cc: Seeley, Shirley <SSeeley@Scottsdaleaz.gov>; Hardy, Wendy <wenh@scottsdaleaz.gov>
Subject: Collector's Garage at Westworld - Proposed Private Dev adj to BOR lands -CoS Cases 5-ZN-2024 & 8-AB-2024

Hi Tom!

Been a bit since we chatted and I hope things have been going well for you!

I'd like to get your thoughts on a couple of proposed private development(s) adjacent to BOR and City lands on the East side of Westworld (near the City's new Sports Fields).

I'd like to walk you through the info package I have attached (...a cryptic stack of annotated docs and plans...lol), and share what I think is/are connected "bigger picture" details, via a Teams meeting before you dive into the docs if that's ok cause I have a couple of general land use questions for you too.

I'm hoping you have some time in the next couple of days. Can you let me know if you can fit a meeting in for us?

Thanks!

Michelle Colby

Real Estate Asset Manager

City of Scottsdale

Capital Projects Management OCC201

7447 E. Indian School Rd., Ste 205

Scottsdale, AZ 85251

mcolby@scottsdaleaz.gov

O: 480-312-7042

RETURN TO

CITY OF SCOTTSDALE
7447 E. Indian School Rd Suite 100
Scottsdale, Arizona 85251

35938-30-1-1--
Tomutac

CAPTION HEADINGS

**DRAINAGE PROJECT AGREEMENT/DRAINAGE AND FLOOD
CONTROL EASEMENT**

RECORD AS ONE DOCUMENT

DO NOT REMOVE

THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
 ONE STOP SHOP RECORDS
 (Kroy Ekblaw)
 7447 East Indian School Road, Suite 100
 Scottsdale, AZ 85251

DRAINAGE PROJECT AGREEMENT

C.O.S. Contract No. 2022-059-COS
 (Resolution No. 12469)

This Agreement (Agreement) is entered into by and among the City of Scottsdale, a municipal corporation, ("SCOTTSDALE") MMCSE, LLC dba McDowell Mountain Community Storage, an Arizona limited liability company, ("MMCSE") JAT Dove Capital, LLC, an Arizona limited liability company, ("Thomas") and Winstar Pro, LLC, an Arizona limited liability company ("Winstar Pro"). MMCSE, Thomas, and Winstar Pro individually may be referred to as an "Owner" and collectively, the "Owners." The Owners and the City may individually be referred to as a "Party" and collectively, as the "Parties."

RECITALS

1. The Owners each is an owner of one or more contiguous parcels of land located in the City of Scottsdale in the area southwest of McDowell Mountain Ranch Road and North of Thompson Peak Parkway in the City of Scottsdale. The parcel owned by MMCSE is known as Maricopa County Assessor Parcel No. 217-14-003M and is described and depicted on Exhibit A-1 (the "MMCSE Parcel"), the parcels owned by Thomas are known as Maricopa County Assessor Parcel No. 217-14-039A and Parcel No. 217-14-039B and are described and depicted on Exhibit A-2 (the "Thomas Parcels"), and the parcels owned by Winstar Pro are known as Maricopa County Assessor Parcel No. 217-14-038A and Parcel No. 217-14-037A and are described and depicted on Exhibit A-3 (the "Winstar Pro Parcels"). The MMCSE Parcel, the Thomas Parcels and the Winstar Pro Parcels may be referred to collectively as the "Private Parcels," and with the City Parcel and the Westworld Parcels collectively as the "Parcels."

2. City is the owner of Parcel No. 217-14-984A (the "City Parcel") and also holds various licensed interests from the United States Bureau of Reclamation ("BOR") in Parcels No. 217-14-036, 217-14-037B, 217-14-038B and 217-14-040 ("the Westworld Parcels"), which are described and depicted on Exhibit A-4. City is in the process of constructing new multipurpose sports fields on the City Parcel and portions of the Westworld Parcels (the "City Project").

3. In the current drainage pattern, storm or other runoff water generally flows from the City Parcel and the MMCSE Parcel north/northwest to the Thomas Parcel and then continues through the Winstar Pro Parcel, then turns in a southerly direction and ultimately ends on the Westworld Parcels. The general pattern of the existing drainage pattern is depicted on Exhibit B. The City intends to construct drainage improvements designed as part of the City Project ("Base Drainage Design") to benefit the City Parcel and Westworld Parcels (the "Base Drainage Project") and has hired various professionals and contractors for that purpose.

4. During preparation of the Base Drainage Design, the Parties discovered that they have a common interest in controlling the drainage of stormwater and other water runoff across the Parcels. The City has identified a drainage design that will be mutually beneficial to all Parcels.

5. As part of the City Project, City will have prepared and implemented revised plans that will provide for drainage flow to exit the existing drainage basin on the MMCSE Property through a drainage channel and drainage pipe running southwest across the City Parcel and ultimately draining to the Westworld Parcel ("the Enhanced Drainage Project"). The general manner of this drainage pattern established by the Enhanced Drainage Project will be as depicted on Exhibit C. City is willing to revise the Base Drainage Design to implement a drainage design beneficial to the Private Parcels so long as MMCSE, Thomas and Winstar Pro agree to monetary or non-monetary participation for construction of the Drainage Project upon the terms and conditions set forth herein.

6. The Parties acknowledge that City and the public will realize substantial tangible and intangible benefits directly and indirectly from the Owners' performance of the obligations under this Agreement, including but not limited to the cure of a longstanding regional drainage problem, elimination of the risk of catastrophic flooding to the City Parcel, the Westworld Parcels, and enhanced development potential for the Private Parcels.

In consideration of the forgoing premises, the promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

AGREEMENT

A. Drainage Project Construction.

1. Cost. The total projected cost for the Enhanced Drainage Project to meet the mutually beneficial drainage design that is in addition to the Base Drainage Design is projected to be \$132,000. Of this \$132,000, City will contribute \$44,000, Thomas will contribute \$44,000, Winstar Pro will contribute \$44,000, and MMCSE will contribute by its dedication of a regional drainage easement in the approximate size of 47,000 square feet on the MMCSE Parcel in the form set forth in Exhibit D (the "MMCSE Easement"). MMCSE will provide general cleaning, landscape and routine maintenance and first flush storage requirements at MMCSE's expense. City will be responsible for non-routine maintenance necessary to maintain at all times adequate drainage in the drainage pattern as set forth in Exhibit C.

2. Plans. The Enhanced Drainage Project shall be constructed in substantial compliance with plans by City's engineering firm, Gavan and Barker, and dated December 21, 2021, as set forth in the concept attached as Exhibit E. Construction of the Base Drainage Project and the Enhanced Drainage Project will be completed by the Construction Manager at Risk hired by the City to construct the City Project ("City's Contractor"). Final plans and specifications for the Base Drainage Project and the Enhanced Drainage Project will be prepared by Gavan & Barker but must be in substantial compliance with Exhibit E ("Project Plans"). Following the issuance of the necessary permits and approvals, the City will execute contract documents with City's Contractor to complete the Base Drainage Project and the Enhanced Drainage Project in accordance with those plans and specifications, and the cost imposed on the Private Parties shall not exceed the amounts set forth in Section A.1., except as set forth in Section A.4.

3. In the event the City does not commence construction of the Base Drainage Project and the Enhanced Drainage Project within three (3) months of the City receiving the funds from the Owners pursuant to Section A.1 and B.2 hereof, the City shall promptly refund all payments made by the respective Owners to the respective Owners.

4. Change Orders. Any necessary change orders or contract modifications to the Project Plans will be done in accordance with the requirements of City's Contract with City's Contractor. After consultation with the other Parties, except as detailed herein, City's Contract Administrator has sole authority to approve or disapprove any change orders or alterations to the scope of work or Project Plans; provided, however, City's Contract Administrator will not approve any change orders or alterations to the scope of work or Project Plans that will cause the City Project to negatively affect the Private Parcels without first having the approval of all Owners. Further, City's Contract Administrator shall not approve any change orders or alterations to the Scope of Work or Project Plans that will cause the Enhanced Drainage Project cost to increase by more than five percent (5%) without first having the approval of all Parties. In the event that a necessary change order increases the Enhanced Drainage Project costs above the amount stated herein, the Parties will share the increased cost on a prorated basis in accordance with their original contributions, provided that Winstar Pro and Thomas shall not be responsible for increases in cost to the Base Drainage Project that would have been the City's responsibility under the Base Drainage Design.

5. Project Savings. If the Enhanced Drainage Project is completed for less than the projected cost set forth above, at the conclusion of the fiscal quarter year in which the City Project is completed, City shall issue a prorated refund to each Owner after all expenses are paid and City completes final project close-out.

B. Project Funding and Parcel Development.

1. City Funding. City funding for the Base Drainage Project shall come entirely from the project budget from the City Project. The City shall only be responsible for construction of those items of the Base Drainage Project and the Enhanced Drainage Project specified in the approved Project Plans, as modified by any change orders provided in Section A.4 above.

2. Funding Assurance. To proceed with the Base Drainage Project and the Enhanced Drainage Project, City must have sufficient funds allocated or secured in its capital projects budget for the entire cost of the Base Drainage Project. Therefore, each Party shall within ten (10) business days of the effective date of this Agreement pay to City its share of the Drainage Project. Except for soft costs incurred by City prior to the date of this Agreement, City shall be under no obligation to proceed with the Drainage Project until each Party has made the payment to the City for the amount contemplated herein. Any unpaid amount owed to the City by any Party shall be deemed to increase by simple interest of 3.25% per annum until paid.

3. Cure and Option to Terminate. If Thomas or Winstar Pro fail to make the payment required by Section B.2 above on the issuance of a building permit, City shall provide such Owner with notice of non-payment and give the non-paying Owner ten (10) business days to cure ("Cure Period"). If the non-paying Owner still has not paid within the Cure Period, the City may exercise any right or remedy available to it, including withhold any further permits, inspections or other services associated with such Owner's development of its Parcels, and foreclosure of the lien established in this Agreement. Further, in the event of non-payment by any Party of the initial contribution set forth in Section A.1 following the Cure Period, the City may elect to terminate this agreement and refund any payments made by the Parties.

4. Storage Waiver Credits. This Agreement shall not restrict any Owner from asserting to City regulatory authorities that amounts or value contributed to the Enhanced Drainage Project should be considered for any future drainage or stormwater waiver or credit in accordance with City regulations set forth in Chapter 37 of the Scottsdale Revised Code. Upon completion of the Enhanced Drainage Project and the City Project, the Thomas Parcels and Winstar Pro Parcels may include in any respective development application the demonstrated additional runoff capacity resulting from such Parcels being adjacent to a conveyance facility that an engineering analysis shows can handle additional runoff from the Thomas Parcels and the Winstar Pro Parcels; and Thomas and Winstar Pro may rely upon and utilize the final Drainage Report prepared by Gavan & Barker, Inc. dated March 2022 to support their site specific engineering proposals.

5. In Lieu Fee. If through its regulatory processes including review, documentation, and approval as set forth in Chapter 37, City grants a stormwater waiver to any parcel, the amount paid by any of the Parcels shall be considered as a qualifying contribution for the respective Parcel toward an in-lieu fee for the cost to the City in providing a conveyance facility in the form of the Enhanced Drainage Project.

6. Reclassification of Old Verde Canal. Following completion of the Base Drainage Project, the Enhanced Drainage Project, and City Project, City agrees that the Old Verde Canal will not be a wash conveying water in excess of 50 cubic feet per second, and therefore will not be subject to City's regulatory process for approval of wash modifications; provided, however, the Parties acknowledge that other regulatory entities such as the Army Corp of Engineers may have jurisdictional authority over the wash and City cannot waive such authority.

7. Discharge of Flows. Following completion of the Base Drainage Project, the Enhanced Drainage Project, and the City Project, Thomas may discharge post-development flows

into historic discharge points along the eastern branch of the Old Verde Canal, other historic discharge points, or as agreed upon by Thomas and City; provided, however, Thomas may not discharge such flows onto the Winstar Pro Parcel. All discharges shall be subject to availability of downstream excess capacity and compliance with all City building, stormwater and floodplain regulations.

8. Fill of Old Verde Canal. Upon development of the Winstar Pro or Thomas Parcels, Winstar Pro or Thomas may fill portions of the Old Verde Canal on the respective Parcels to prevent ponding or backwater from infiltrating such Parcels; provided, however, any such fill shall be subject to compliance with all City building, native plant, cultural resource, stormwater and floodplain regulations.

C. Property Assurances.

1. BOR Approval. The Base Drainage Project and/or the Enhanced Drainage Project may require the approval of the BOR. If any such necessary approval cannot be obtained by the City after reasonable attempts, this Agreement shall terminate and the City shall promptly refund all payments made by the respective Owners hereunder to the respective Owners.

2. Further Documents. Each Party agrees to execute, in a timely fashion, any such further documents as may be reasonably necessary to carry out the purposes of this Agreement.

D. Miscellaneous.

1. Insurance. The City is self-insured. The City will require City's Contractor to carry all insurance normally required under City construction contracts of this nature.

2. Force Majeure. No Party will be responsible for delays or failures in performance resulting from acts beyond its control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, pandemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3. Non-Waiver Provision. The failure of any Party to enforce any of the provisions of this Agreement or to require performance by another Party of any of the provisions of this Agreement will not be construed to be a waiver of these provisions, nor will it affect the validity of this Agreement or any part of it, or the right of any Party to enforce each and every provision.

4. Indemnity. To the fullest extent permitted by law, the Owners shall indemnify, defend, and hold harmless City and City's employees, officials, representatives, and agents for, from and against any and all claims or harm occurring on the Owners' respective Private Parcels related to the Enhanced Drainage Project and the plans related thereto. Notwithstanding the foregoing, the obligations in this Section do not apply to claims arising only from the gross negligence of the City.

5. Jurisdiction. This Agreement will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to

the conflicts or choice of law provisions. An action to enforce any provision of this Agreement or to obtain any remedy will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of that Court.

6. Binding on Successors and Assigns. All the provisions of this Agreement run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

7. Modification. Any amendment, modification, or variation from the terms of this Agreement will be in writing and will be effective only after approval of all Parties signing the original Agreement. The City Manager of the City shall have authority to act on behalf of the City for such amendments, modifications or variations.

8. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Agreement will remain in full force and effect and the term or provision will be considered to be deleted.

9. Integration. This Agreement constitutes the entire understanding of the Parties and no representations or contracts, oral or written, made before its execution will vary or modify its terms.

10. Third Party Beneficiary. All duties and responsibilities undertaken in compliance with this Agreement are for the sole and exclusive benefit of the City and the Parties stated herein and not for the benefit of any other party.

11. Conflict in Language. All work or deliverables performed or provided under this Agreement will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement will prevail.

12. Attorney's Fees. If any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach of default, the prevailing Party will be entitled to receive from any other Party an award of reasonable attorney's fees and reasonable costs and expenses.

13. Headings. The headings used in this Agreement, or any other Agreement Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

14. Equal Employment Opportunity. During the performance of this Agreement, all Parties will follow all applicable guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

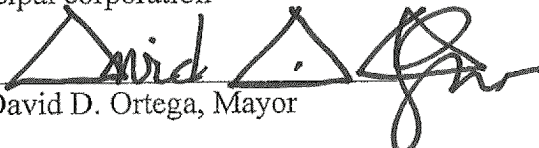
15. Conflict of Interest. This contract is subject to the cancellation provisions in A.R.S. Sec. 38-511.

16. Notices. Unless otherwise provided in this Agreement, demands under this Agreement will be in writing and will be considered to have been properly given and received either (1) on the date of service if personally served on the party to whom notice is to be given, or (2) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	Contract Administrator City of Scottsdale 7447 E. Indian School Road, Suite 205 Capital Project Management Division Scottsdale, Arizona 85251
To MMCSE:	MMCSE, LLC Attn: George H. Bell, III 18061 N. 99 th Street Scottsdale, AZ 85255
To Thomas:	JAT DOVE CAPITAL, LLC John Thomas., Manager 7500 E. Lincoln Drive Scottsdale, Arizona 85250 with copy to: Jeffrey D. Gross Berry Riddell LLC 6750 E. Camelback Rd. #100 Scottsdale, Arizona 85251
To Winstar Pro:	Winstar Pro, L.L.C., c/o Dr. Stephen J. Weiss, Manager 10405 E. McDowell Mountain Ranch Road Suite 250 Scottsdale, AZ 85255
City's Senior Representative	Dan Worth Executive Director Public Works Department 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
Copy to:	City Attorney's Office 3939 N. Drinkwater Blvd. Scottsdale, Arizona 85251

Notice by facsimile or electronic (e-mail) will not be considered adequate notice as required in this Contract.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

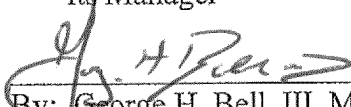
By: 

David D. Ortega, Mayor

MMCSE, LLC

an Arizona limited liability company

By: The Bell Group Management, LLC
Its Manager

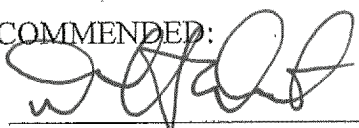

By: George H. Bell, III, Manager

ATTEST:



Ben Lane, City Clerk

RECOMMENDED:

By: 

Dan Worth, Executive Director
Public Works Department

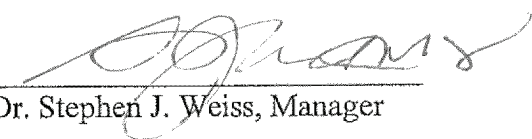
JAT DOVE CAPITAL, LLC

an Arizona limited liability company

By: John G. Thomas, Manager

WINSTAR PRO, LLC

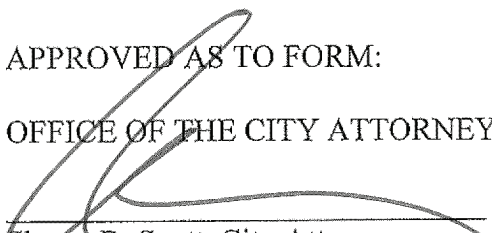
an Arizona limited liability company

By: 

Dr. Stephen J. Weiss, Manager

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Sherry R. Scott, City Attorney

By: Eric C. Anderson, Senior Assistant City Attorney

Notice by facsimile or electronic (e-mail) will not be considered adequate notice as required in this Contract.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
David D. Ortega, Mayor

MMCSE, LLC
an Arizona limited liability company

By: The Bell Group Management, LLC
Its Manager

By: George H. Bell, III, Manager

ATTEST:

Ben Lane, City Clerk

JAT DOVE CAPITAL, LLC
an Arizona limited liability company

By: John G. Thomas, Manager

RECOMMENDED:

By: _____
Dan Worth, Executive Director
Public Works Department

WINSTAR PRO, LLC
an Arizona limited liability company

By: _____
Dr. Stephen J. Weiss, Manager

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David D. Ortega, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

My Commission Expires:

Notary Public

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this 25 day of April, 2022, by MMCSE, LLC, an Arizona limited liability company, by The Bell Group Management, LLC, an Arizona limited liability company, its Manager, by George H. Bell, its Manager, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires: 5-9-23_____
Notary Public

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by JAT DOVE CAPITAL, LLC, an Arizona limited liability company, by John G. Thomas, its Manager, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires:

Notary Public

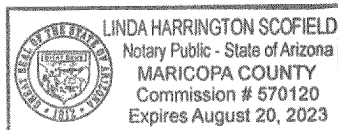
STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this 27 day of April, 2022, by WINSTAR PRO, LLC, an Arizona limited liability company, by Dr. Stephen J. Weiss, its Manager, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires:

Notary Public

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David D. Ortega, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

My Commission Expires:

Notary Public

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by MMCSE, LLC, an Arizona limited liability company, by The Bell Group Management, LLC, an Arizona limited liability company, its Manager, by George H. Bell, its Manager, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires:

Notary Public

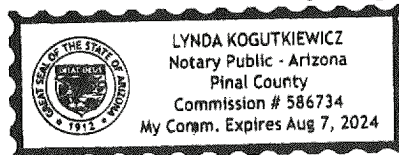
STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this 25 day of April, 2022, by JAT DOVE CAPITAL, LLC, an Arizona limited liability company, by John G. Thomas, its Manager, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires:

8/7/2024_____
Notary Public

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by WINSTAR PRO, LLC, an Arizona limited liability company, by Dr. Stephen J. Weiss, its Manager, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires:

Notary Public

EXHIBIT A-1

MMCSE PARCEL

Parcel No. 1:

That part of the Southeast quarter of Section 5, Township 3 North, Range 5 East of the Gila and Salt River

Base and Meridian, Maricopa County, Arizona, described as follows:

The Basis of Bearings for the Bearings used in this description are from the North line of the Northeast quarter of Section 4, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, having a bearing of North 89 Degrees 59 Minutes 05 Seconds West;

Commencing at the Southwest corner of said Southeast quarter (South quarter corner of Section 5);

Thence measure along the West line of said Southeast quarter, North 00 Degrees 14 Minutes 58 Seconds West 629.22 feet to the Point of Beginning;

Thence continuing along said West line of said Southeast quarter, North 00 Degrees 14 Minutes 58 Seconds West 1077.26 feet;

Thence South 44 Degrees 36 Minutes 00 Seconds East 26.00 feet;

Thence South 45 Degrees 24 Minutes 00 Seconds West 15.00 feet;

Thence South 44 degrees 36 minutes 00 seconds East 60.00 feet;

Thence North 45 degrees 24 minutes 00 seconds East 15.00 feet;

Thence South 44 degrees 36 minutes 00 seconds East 109.32 feet;

Thence South 45 degrees 24 minutes 00 seconds West 16.00 feet;

Thence South 44 degrees 35 minutes 00 seconds East 288.27 feet;

Thence South 44 degrees 36 minutes 00 seconds West 180.99 feet;

Thence South 133.32 feet;

Thence South 44 degrees 36 minutes 00 seconds East 118.23 feet;

Thence East 28.09 feet;

Thence South 44 degrees 36 minutes 00 seconds East 51.32 feet;

Thence South 45 degrees 24 minutes 00 seconds West 482.49 feet to the Point of Beginning;

Except all minerals in the land, as set forth in the Patent thereof; and

Except all uranium, thorium, or any other minerals which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1946 (60 Stat.)

Exhibit A-1

Page 1 of 2

Contract 2022-059-COS

Parcel No. 2:

Reciprocal Easements for vehicular and pedestrian ingress and egress, cross parking, water retention and flood control as set forth in Reciprocal Easement Agreement recorded in Document No. 2002-640384.

EXHIBIT A-2

THOMAS PARCELS

Lot thirty-nine (39), Section Five (5), Township Three (3) North, Range five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Except the West 180 feet of the South 280 feet thereof; also

Except that portion of said land conveyed to City of Scottsdale, a municipal corporation in General Warranty Deed recorded August 31, 1999 at Recorders No. 99-0821451;

Except all coal, oil, gas and other minerals and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in Patent from the United States of America.

AND

Lot Thirty-eight (38), Section Five (5), Township Three (3) North, Range Five (S) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the South 280.00 feet and

Except the West 120.00 feet of said lot 38, lying North of said south 280.00 feet of Lot 38;

Except that portion deeded to City of Scottsdale by instrument recorded November 24, 1999 at Recorders No. 99-1069622, more particularly described as follows:

That part of the Southwest Quarter of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian commencing at the center of said Southwest Quarter, said point also being the Northeast Corner of Lot 33 of said Section 5;

Thence North 89 Degrees 50 Minutes 16 Seconds West along the North line of said Lot 33 a distance of 329.93 feet to the Northwest Corner of said Lot 33, said point also being the Northeast Corner of Lot 34;

Thence continuing North 89 Degrees 50 Minutes 16 Seconds West along the North line of said Lot 34 a distance of 329.93 feet to the Northwest Corner of said Lot 34, said point also being the Northeast Corner of Lot 35;

Thence South 00 Degrees 15 Minutes 00 Seconds East along the East line of said Lot 35 a distance of 660.26 feet to the Southeast Corner of said Lot 35, Said point also being the Northeast Corner of Lot 38 and the true Point of Beginning;

Thence South 00 Degrees 12 Minutes 30 Seconds East along the East line of said Lot 38 a distance of 45.00 feet to a point;

Thence North 89 Degrees 44 Minutes 14 Seconds West parallel to the North line of said Lot 38 a distance of 210.50 feet, to a point;

Thence North 00 Degrees 12 Minutes 30 Seconds West a distance of 45.00 feet to a point on the North line of said Lot 38;

Exhibit A-2

Page 1 of 2

Contract 2022-059-COS

19391828v11

Thence South 89 Degrees 44 Minutes 14 Seconds East along the North line of said Lot 38 a distance of 210.50 feet to the true Point of Beginning.

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as reserved in Patent from the United States of America.

EXHIBIT A-3

WINSTAR PRO PARCELS

The East half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (also described as Lot 40) of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Excepting therefrom all coal, oil, gas and other mineral deposits as reserved in the Patent recorded in Docket 1543, Page 160.

Except that portion of said land conveyed to the City of Scottsdale, by Order of Condemnation recorded January 26, 2001 in Document No. 2001-0058666, more particularly described as follows:

That part of the Southwest Quarter of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian commencing at the center of said Southwest Quarter, said point also being the Northeast corner of lot 33 of said Section 5;

Thence North 89 Degrees 50 Minutes 16 Seconds West along the North line of said Lot 33, a distance of 329.93 feet to the Northwest corner of said lot 33;

Thence South 00 Degrees 13 Minutes 46 seconds East along the West line of said Lot 33, a distance of 659.97 feet to the Southwest corner of said Lot 33, said point also being the Northwest corner of Lot 40 and the true Point of Beginning;

Thence South 89 Degrees 44 Minutes 14 Seconds East along the North line of said Lot 40, a distance of 89.49 feet to a point;

Thence Southeasterly along a non-tangent curve, concave to the Southwest, said curve having a radius of 796.81 feet and a length of 278.83 feet to a point on the East line of said Lot 40;

Thence South 00 Degrees 12 Minutes 49 Seconds East along the East line of said Lot 40, a distance of 123.02 feet;

Thence Northwesterly along a non-tangent curve, concave to the Southwest, said curve having a radius of 706.81 feet and a length of 388.14 feet to a point on the West line of said Lot 40;

Thence North 00 Degrees 12 Minutes 48 Seconds West along the West line of said Lot 40, a distance of 67.02 feet to the true Point of Beginning.

EXHIBIT A-4

CITY PARCEL

A parcel of land lying within Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South quarter corner of said Section 5, a G.L.O. brass cap, from which the center of said Section 5, a G.L.O. brass cap, bears N00°17'51"W (basis of bearing), a distance of 2,640.41 ft.;

Thence along the North-south mid-section line of said Section, N00°17'51"W, a distance of 299.66 ft. to the Point of Beginning;

Thence leaving said North-south mid-section line, S89°42'41"W, a distance of 249.82 ft.;

Thence N00°17'40"W, a distance of 750.13 ft.;

Thence S89°52'30"W, a distance of 228.90 ft.;

Thence N00°16'17"W, a distance of 273.54 ft.;

Thence S89°51'18"E, a distance of 478.58 ft. to said North-south mid-section line;

Thence along said North-south mid-section line, S00°17'51"E, a distance of 1,020.70 ft. to the Point of Beginning.

Containing 7.290 acres, more or less

Insert Exhibit A-4

Exhibit Page Removed for recording purposes

Original is on file with the Scottsdale City Clerk's Office

Exhibit A-4
Page 2 of 2

Contract 2022-059-COS

EXHIBIT B

Exhibit Page Removed for recording purposes

Original is on file with the Scottsdale City Clerk's Office

SUPPLEMENT FOR EXHIBIT B PLAN SHEET FOR BASE DRAINAGE PROJECT

(2 pages)

EXHIBIT C

Exhibit Page Removed for recording purposes

Original is on file with the Scottsdale City Clerk's Office

(1 page)

WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records (Kroy Ekblaw)
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value
Under A.R.S. § 11-1134(A)(2)

C.O.S. Contract No. 2022-059-COS
Project: Westworld Sports Complex
(Resolution No. 12469)
APN 217-14-003M

DRAINAGE AND FLOOD CONTROL EASEMENT

This Drainage and Flood Control Easement (the "Easement") is made and entered into as of the last date executed below by and between MMCSE, LLC, an Arizona Limited Liability Company, dba McDowell Mountain Community Storage, and its successors and assigns, (hereinafter the "Developer" and "Grantor") and the CITY OF SCOTTSDALE, an Arizona municipal corporation, and its successors and assigns (hereinafter "City" and Grantee"). City and Developer may be referred to in this Easement individually as a "Party," and collectively as the "Parties."

RECITALS

A. City and Developer each own one or more contiguous parcels of land located in the City of Scottsdale in the area southwest of McDowell Mountain Ranch Road and North of Thompson Peak Parkway in the S½SW¼ and the W¼SE¼ of Section 5, Township 3 North, Range 5 East, Gila and Salt River Meridian.

B. City is the owner of Maricopa County Assessor Parcel No. ("APN") 217-14-984A (the "City Parcel") and holds various licensed interests from the United States Bureau of Reclamation ("BOR") in APNs 217-14-036, 217-14-037B, 217-14-038B and 217-14-040 (the "Westworld Parcels"). City is in the process of constructing new multipurpose sports fields on the City Parcel and portions of the Westworld Parcels (the "City Project").

C. MMCSE is the owner of APN 217-14-003M (the "MMCSE Parcel"), which is more particularly described on **Exhibit D-1** attached hereto and is in the process of constructing a community storage facility on said parcel.

D. The Parties have a common interest in the drainage of stormwater and other runoff in the area.

Exhibit D
Page 1 of 5

C.O.S. Contract No. 2022-059-COS
Drainage and Flood Control Easement

E. During its design of the City Project, City identified a drainage solution for the area which will be mutually beneficial to the City, Westworld, MMCSE Parcels and other continuous lands (the "Drainage Project").

F. Pursuant to that certain Drainage Project Development Agreement, Contract No. 2022-059-COS (the "Agreement") by and between City, MMCSE, and others dated _____, 2022 and recorded _____, 2022 at Document No. 2022-_____ of the public records of Maricopa County, Arizona, as part of the City Project, City will construct the Drainage Project on the City Parcel and that portion of the MMCSE Parcel described and depicted on **Exhibit D-2** attached hereto (the "Easement Area").

NOW THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements contained herein to be kept and performed by City and Developer, and other good and valuable consideration, the Parties hereby agree as follows:

GRANT OF EASEMENT

1. Recitals. The Parties acknowledge that the Recitals set forth above are true and correct in all material respects and are incorporated into this Easement by this reference.
2. Grant of Easement. For and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to the Grantee, a perpetual, non-exclusive easement upon, over, under and across the Easement Area for drainage and flood control and all related purposes, including without limitation, construction, maintenance, operation, replacement, and repair of levees, dikes, dams, stormwater storage basins, storm drains, channels, improvements, washes, watercourses and drainage or flood control facilities, and appurtenances thereto (collectively "Drainage Facilities"), together with: (1) the right of reasonable ingress and egress to and from the Easement Area over, across, and along the portion of the MMCSE Parcel improved as vehicular access and drive aisles, including all incidental purposes consistent therewith; and (2) the right, but not the obligation, to cut back and trim such portions of trees and vegetation that obstruct or interfere with the efficient maintenance and operation of the Drainage Facilities and/or the Easement Area.
3. Grantor Obligations. Grantor, at its sole cost and expense, shall provide: (a) general cleaning and prevent any refuse, debris, vegetation, or other obstruction from accumulating or collecting in the Easement Area; (b) routine maintenance and accommodation of first flush storage requirements; and (c) maintain any improvements required to be installed by Grantor in the Easement Area under City-issued permit(s), or installed in the Easement Area at the desire of Grantor, including but not limited to landscaping, irrigation, erosion control, and detention basin perimeter slopes. Grantor assumes all risk of damage to its improvements in the Easement Area and on the MMCSE Parcel

Exhibit D

Page 2 of 5

C.O.S. Contract No. 2022-059-COS
Drainage and Flood Control Easement

as a result of the Easement Area being used and maintained for a drainage and flood control purpose.

4. Grantee Obligations. Grantee shall perform non-routine maintenance in the Easement Area necessary to maintain the overarching localized drainage pattern set forth in Exhibit C of the Agreement.

5. Modifications. Grantor shall not construct or alter any aboveground or underground drainage or flood control improvements within the Easement Area without Grantee's prior written consent. Grantor bears all responsibility for such improvements.

6. Indemnification. Grantor and Grantee each indemnify the other Party for any and all damages caused by or arising from the proximate result of the activities of Grantor or Grantee, and/or either Party's officers, employees, agents and contractors, in the exercise of Grantor or Grantee's rights pursuant to the terms of this Easement, except such injury or damage caused by or arising from the negligence or willfulness of the Grantor, Grantee, or either Party's its officers, employees, agents or contractors.

7. Compliance. Any and all uses of the Easement Area are subject to all federal, state and local laws and ordinances with respect to environmental issues and land use.

8. Authority. Grantor warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons. Grantor also asserts that the person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so, and that all persons necessary to bind Grantor have joined in this document.

9. Law of Easements. This document runs with the land in favor of Grantee's successors and assigns.

10. Abandonment. The Easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the Easement.

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW*

Dated this _____ day of _____, 20____.

GRANTOR: MMCSE, LLC, an Arizona limited liability company

By: _____
Printed Name

Its: _____
Title

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ as the _____ of MMCSE, LLC,
an Arizona limited liability company.

Notary Public (signature)

My Commission Expires _____

GRANTEE:**ATTEST:**

THE CITY OF SCOTTSDALE:
an Arizona municipal corporation

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Sherry R. Scott, City Attorney
By: Eric C. Anderson, Sr. Asst. City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by David D. Ortega, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

Notary Public (signature)

My Commission Expires _____

**EXHIBIT D-1
MMCSE PARCEL**

Parcel No. 1:

That part of the Southeast quarter of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The Basis of Bearings for the Bearings used in this description arc from the North line of the Northeast quarter of Section 4, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, having a bearing of North 89 Degrees 59 Minutes 05 Seconds West;

Commencing at the Southwest corner of said Southeast quarter (South quarter corner of Section 5);

Thence measure along the West line of said Southeast quarter, North 00 Degrees 14 Minutes 58 Seconds West 629.22 feet to the Point of Beginning;

Thence continuing along said West line of said Southeast quarter, North 00 Degrees 14 Minutes 58 Seconds West 1077.26 feet;

Thence South 44 Degrees 36 Minutes 00 Seconds East 26.00 feet;

Thence South 45 Degrees 24 Minutes 00 Seconds West 15.00 feet;

Thence South 44 degrees 36 minutes 00 seconds East 60.00 feet;

Thence North 45 degrees 24 minutes 00 seconds East 15.00 feet;

Thence South 44 degrees 36 minutes 00 seconds East 109.32 feet;

Thence South 45 degrees 24 minutes 00 seconds West 16.00 feet;

Thence South 44 degrees 35 minutes 00 seconds East 288.27 feet;

Thence South 44 degrees 36 minutes 00 seconds West 180.99 feet;

Thence South 133.32 feet;

Thence South 44 degrees 36 minutes 00 seconds East 118.23 feet;

Thence East 28.09 feet;

Thence South 44 degrees 36 minutes 00 seconds East 51.32 feet;

Thence South 45 degrees 24 minutes 00 seconds West 482.49 feet to the Point of Beginning;

Except all minerals in the land, as set forth in the Patent thereof; and

Except all uranium, thorium, or any other minerals which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1946 (60 Stat.)

AND

Parcel No. 2:

Reciprocal Easements for vehicular and pedestrian ingress and egress, cross parking, water retention and flood control as set forth in Reciprocal Easement Agreement recorded in Document No. 2002-640384.

EXHIBIT D-2 EASEMENT AREA

A Portion of the Southeast Quarter of Section 5, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South Quarter Corner of Said Section 5;

Thence N00°18'20" W, along the North-South Mid-Section line of said Section 5, a distance of 524.10 feet to a point on the monument line of Thompson Peak Parkway;

Thence continuing N00°18'20" W, along said North-South Mid-Section line, a distance of 104.92 feet to a point on the North Right-of-Way Line of Thompson Peak Parkway, said point being the **POINT OF BEGINNING**;

Thence N 00°18'20" W, along said North-South Mid-Section Line, a distance of 580.00 feet;

Thence N 89°41'40" E, a distance of 46.03 feet;

Thence S 00°18'20" E, a distance of 102.86 feet;

Thence S 45°18'20" E, a distance of 33.90 feet;

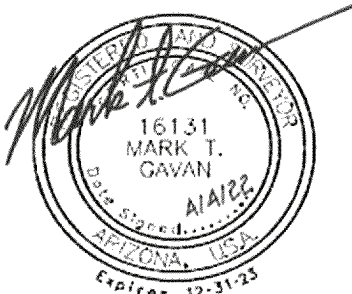
Thence S 00°18'20" E, a distance of 92.59 feet;

Thence S 22°59'45" E, a distance of 224.69 feet, to a point on the North right-of-way line of Thompson Peak Parkway;

Thence S 45°19'19" W, along said Right-of-Way Line, a distance of 219.18 feet to the **POINT OF BEGINNING**.

Containing 48,108.68 sq. ft., 1.104 acres, more or less.

Prepared by:
Gavan & Barker, Inc.



Mark T. Gavan, P.E., R.L.S.

EXHIBIT D-2 EASEMENT AREA

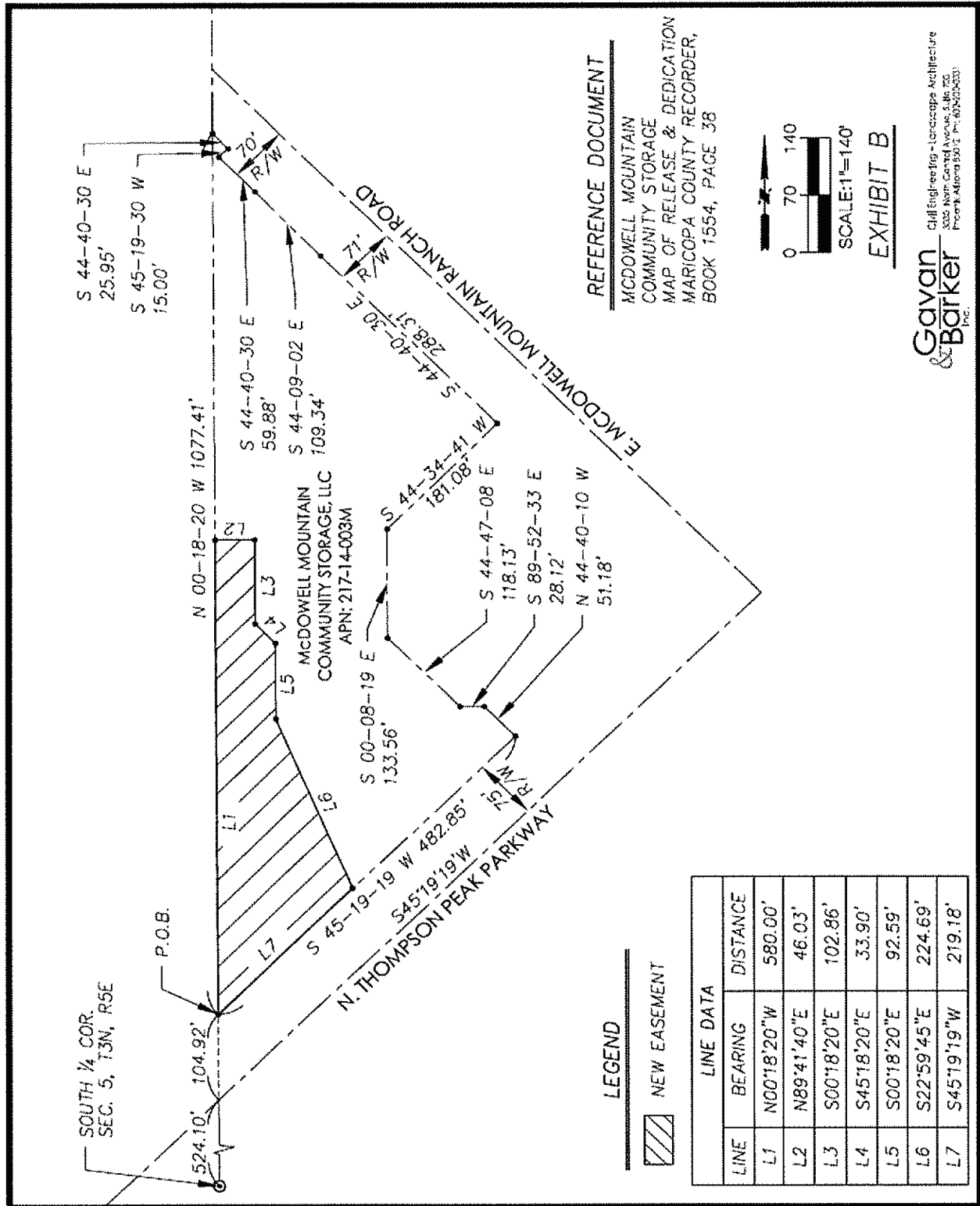


Exhibit D-2 to Exhibit D
Page 2 of 2

C.O.S. Contract No. 2022-059-COS
Drainage and Flood Control Easement

EXHIBIT E

Exhibit Page Removed for recording purposes

Original is on file with the Scottsdale City Clerk's Office

ENHANCED DRAINAGE PROJECT



Subject Property

1 - APN 217-14-037A

2 - APN 217-14-038A

BoR Property -

3 - 217-14-037B

4 - 217-14-038B

5 - APN 217-14-040

6 - 217-14-036

City of Scottsdale Property -

7-1 217-14-984A

7-2 ROW - incorrectly platted (needs cleanup)

9 217-14-041A

S03-PA-2024

- Toy Bain McDowell Mtn Ranch

8a - APN 217-14-039A

Jat Dove Capital LLC

~ 170,707 SF

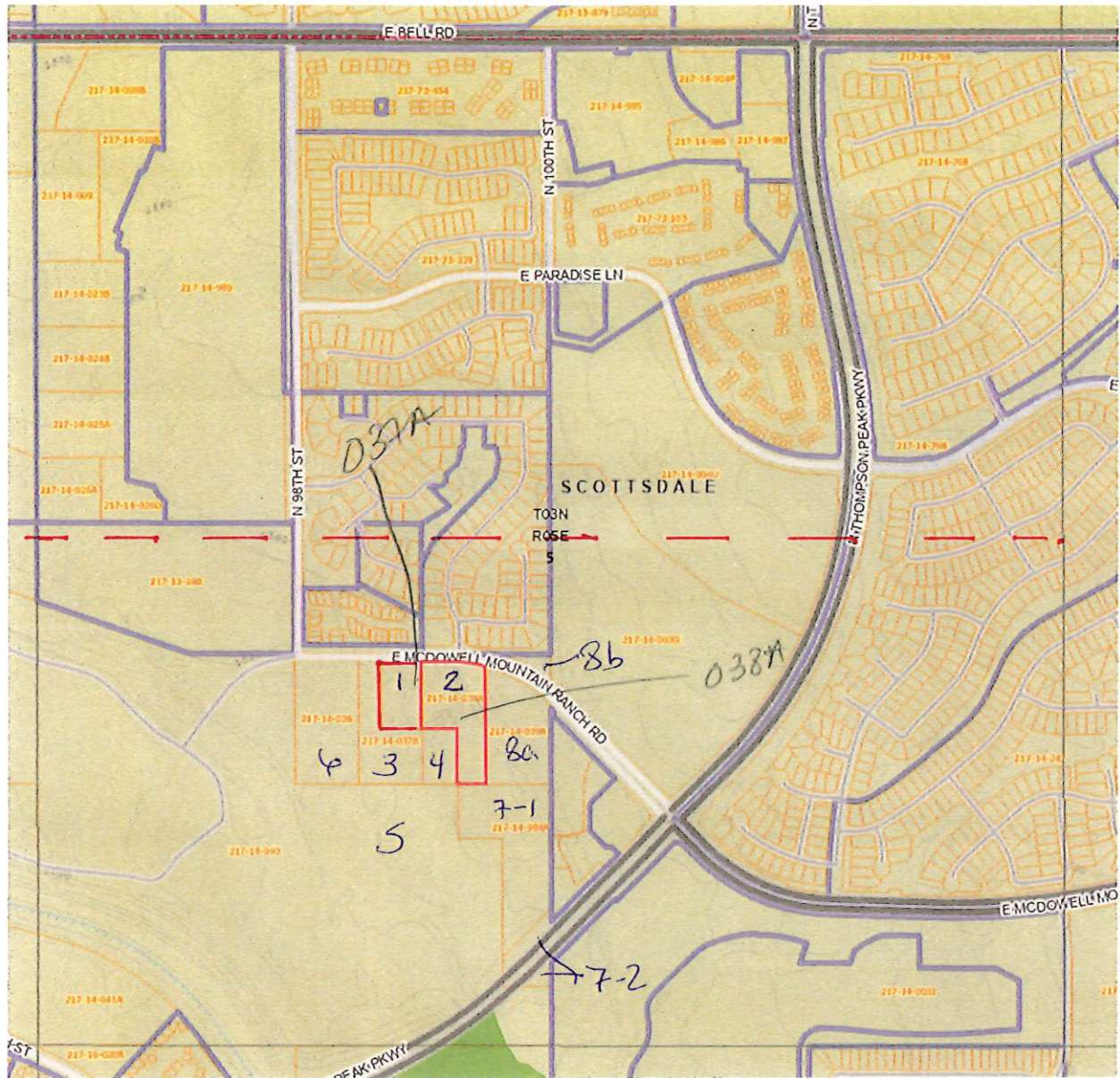
8b - APN 217-14-039B

Jat Dove Capital LLC

~ 14,236 SF

Both addressed as -

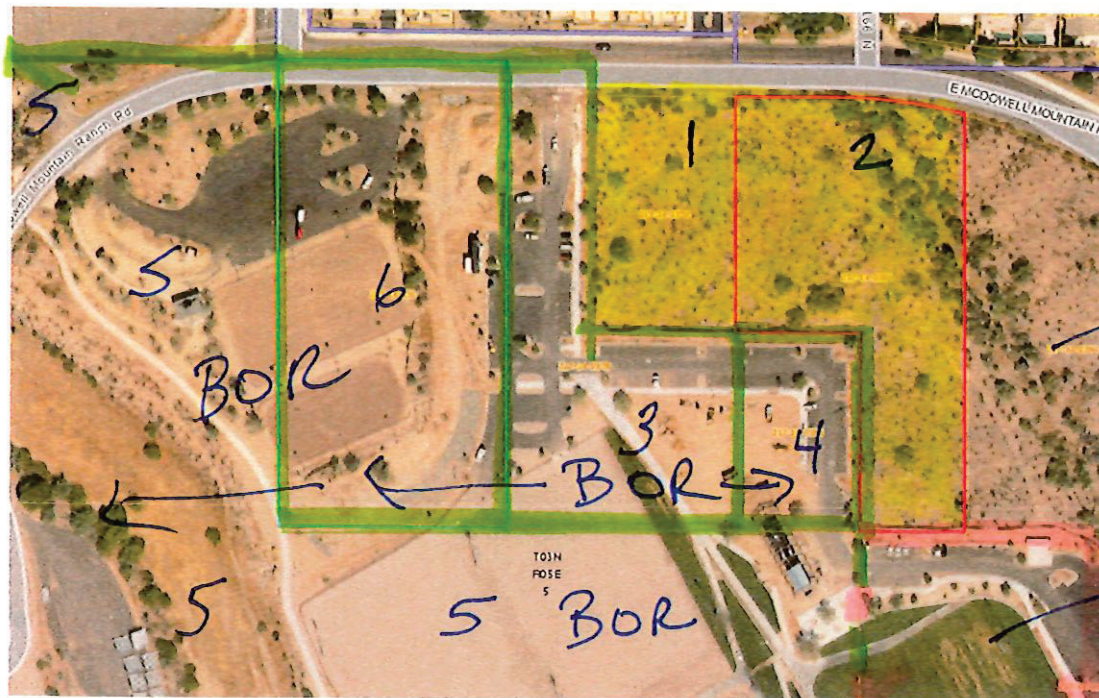
9975 E McDowell Rd



Subject Property

- 1 - APN 217-14-037A
- 2 - APN 217-14-038A

9875 E MM Rd 85260 ~79,518 SF (1.62ac)
 9909 " ~149,826 SF (3.44ac)
 ~[5.00ac]



8b

8a

7-1 COS



