

CITY COUNCIL REPORT



Meeting Date: August 25, 2014
 General Plan Element: ***Character & Design***
 General Plan Goal: ***Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood.***

ACTION

Scottsdale Healthcare Osborn Medical Center - Perimeter Exception 1-PE-2013

Request to consider the following:

1. Approval of a 7-lot Perimeter Exception Final Plat on ± 38 acres that is generally located north of East Osborn Road, west and north of North Drinkwater Boulevard, East of North Scottsdale Road, and south of East 2nd Street.
2. Adopt Resolution No. 9828 authorizing the Mayor to execute the Development Agreement, Contract No. 2014-113-COS related to the Scottsdale Healthcare Osborn Medical Center Perimeter Exception Plat.

Key Items for Consideration

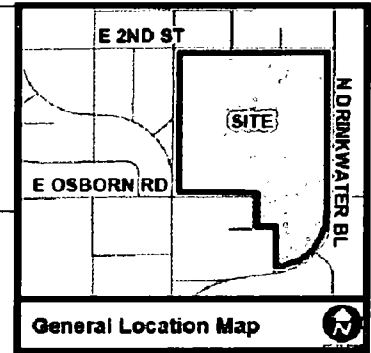
- The City Council approved the zoning map district map applications (12-ZN-2010 and 12-ZN-2010#2) with the stipulations requiring the property owner to replat the property in conformance with the Perimeter Exception provisions of the Land Division ordinance.
- The Final Plat and Development Agreement allows for the property to be developed in conformance with the approved Development Plans (12-ZN-2010 and 12-ZN-2010#2) while maintaining conformance of the property's property development standards.
- The Development Agreement provides assurance that a single entity will be responsible for complying with the City's requirements and maintaining and repairing the shared facilities.

Related Policies, References:

- | | |
|--------------|---|
| 12-ZN-2010 | Approval of a zoning map district map to zone the property to Downtown Medical – Type 2 Special Compass District Downtown Overlay (D/M-2 SC DO) and to adopt a development plan. |
| 12-ZN-2010#2 | Approval of a zoning map district map amendment to zone the southwest corner of East 2 nd Street and North Drinkwater Boulevard (the former Scottsdale Senior Center) property to Downtown Medical – Type 2 Special Compass District Downtown Overlay (D/M-2 SC DO) and to adopt a development plan. |

OWNER

Scottsdale Healthcare Osborn Medical Center
480-882-5704



APPLICANT CONTACT

Wendy Riddell
Berry Riddell & Rosensteel, L.L.C.
480-385-2727

LOCATION

The area of this application is generally located north of East Osborn Road, west and north of North Drinkwater Boulevard, East of North Scottsdale Road, and south of East 2nd Street.

BACKGROUND

Zoning

The site is zoned to Downtown Medical – Type 2 Special Campus District Downtown Overlay (D/M-2 SC DO) with amended development standards. The Downtown Medical – Type 2 Special Campus District Downtown Overlay zoning district allow for a verity of medical, and supportive uses.

General Plan

The Land Use Element of the General Plan designates the site as Mixed-Use Neighborhoods. This category includes higher density residential, office and retail uses. Mixed-Use Neighborhoods are also characterized by being located in areas having multiple modes of transportation available.

Character Area Plan

The Downtown Future Land Use map of the Downtown Plan designates the site as Downtown Medical Type 2 within the Conceptual Medical Campus Urban Neighborhood. Policy LU 2.6 of the Downtown Plan indicates that the “...Downtown Medical Mixed-Use urban neighborhood... supports the Downtown Medical Campus with its high influx of employees and clients.” “Components of this neighborhood should include vertical mixed-use development that serves the efficiency needs of the hospital, including research and development, and other medical activities. The incorporation of land uses that support the medical focus of this neighborhood such as housing, hotels, service oriented businesses, child care, assisted living and long term care facilities are also envisioned.”

Context

The site area of the Perimeter Exception Final Plat application is generally located north of East Osborn Road, west and north of North Drinkwater Boulevard, East of North Scottsdale Road, and south of East 2nd Street. The site area is south of Old Town Scottsdale and Civic Center mall, and west of the Scottsdale Stadium. Adjacent to the remainder of the site are retail, office, assisted living and other commercial uses.

Adjacent Uses and Zoning

- North East 2nd Street, and further north are restaurant, industrial (cavaliers black smith), second hand, vehicular parking and municipal civic uses, zoned Central Business District Downtown Overlay (C-2 DO), Highway Commercial District Downtown Overlay (C-3/DO), Highway Commercial District Historic Preservation Downtown Overlay (C-3/HP/DO), and Downtown Retail Specialty Type 1 Downtown Overlay (D/RS-1 DO).
- South East Osborn Road, and further south are office, and retail uses. In addition, on the southernmost boundary is North Drinkwater Boulevard; further south are office, hotel and assisted living uses, zoned Highway Commercial District Downtown Overlay (C-3/DO),
- East North Drinkwater Boulevard, and further east is the Scottsdale Stadium, vehicular parking, and office uses, zoned Multiple-family residential Downtown Overlay (R-5 DO) and Open-Space Downtown Overlay (O-S/DO).
- West North Scottsdale Road, and further east are retail and restaurant uses and a vacant lot. In addition, North Wells Fargo, and further west are office and bank uses, zoned Highway Commercial District Downtown Overlay (C-3/DO), and Downtown Office Commercial Type 2 Downtown Overlay (D/OC-2 DO).

APPLICANTS PROPOSAL

The applicant’s request is for approval of a 7-lot Perimeter Exception Final Plat on 38 +/- acres that is generally located north of East Osborn Road, west and north of North Drinkwater Boulevard, East of North Scottsdale Road, and south of East 2nd Street. The property is anticipated to be developed in conformance with the approved Development Plan (12-ZN-2010 and 12-ZN-2010#2) over the next 20 years.

The Final Plat and Development Agreement will combine the ability to maintain and manage the development over multiple properties with separate ownership and financing that would effectuate the development of medical center’s anticipated master plan. In addition, the final plat brings the property into conformance by removing existing property lines that bisect multiple buildings.

Development Information

- Existing Use: Hospital, medical offices and associated ancillary uses.
- Proposed Use: Hospital, medical offices and associated ancillary uses.
- Parcel Size: ± 38 net acres
- Maximum Building Height Allowed: 150 feet, inclusive of roof top mechanical equipment
- Parking Proposed: 4,166 spaces
- Open Space Required: In conformance with the proposed Development Plan’s Open Space plan.
- Maximum Floor Area Allowed: 0.9, in accordance with the proposed Amended Development Standards, exclusive of residential uses

- Density Allowed: 50 dwelling unit per acre, in accordance with the Downtown District

IMPACT ANALYSIS

No adverse impacts are anticipated. The property contained within the Perimeter Exception Final Plat will continue to be able to develop in accordance with property's property development standards and Development Plan (12-ZN-2010 and 12-ZN-2010#2). Furthermore, the development agreement will ensure common management and maintenance of shared facilities (drives, open spaces, walkways, drainage, parking, etc.).

Policy Implications

This final plat is consistent in density, street alignment, and open space previously approved in the Development Plan (12-ZN-2010 and 12-ZN-2010#2). All stipulations and ordinance requirements have been addressed.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach:

Approve the Scottsdale Healthcare Osborn Medical Center Perimeter Exception Plat for seven (7) lots on 38 +/- acres, adopt Resolution No. 9828 authorizing the Mayor to execute the Development Agreement, Contract No. 2014-113-COS.

RESPONSIBLE DEPARTMENT(S)

Planning, Neighborhood and Transportation

Current Planning Services

STAFF CONTACT

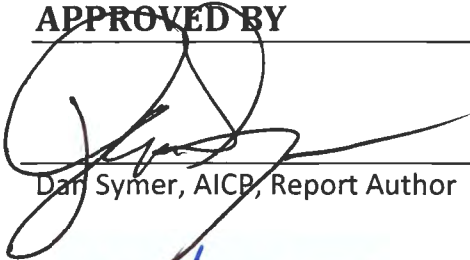
Dan Symer, AICP

Senior Planner

480-312-4218

E-mail: dsymer@scottsdaleaz.gov

APPROVED BY



Dan Symer, AICP, Report Author

7-28-2014

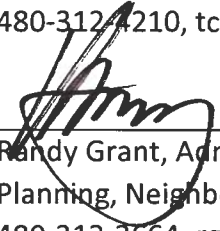
Date



Tim Curtis, AICP, Current Planning Director
480-312-4210, tcurtis@scottsdaleaz.gov

8/4/2014

Date



Randy Grant, Administrator
Planning, Neighborhood and Transportation
480-312-2664, rgrant@scottsdaleaz.gov

8/10/14

Date

ATTACHMENTS

1. Resolution No. 9828
2. Development Agreement, Contract No. 2014-113-COS
3. Applicant's Narrative
4. Aerial Close-Up
5. Downtown Map
6. Zoning Map
7. Final Plat
8. Site Plan

RESOLUTION NO. 9828

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2014-113-COS FOR PROPERTY GENERALLY LOCATED AT 3740 NORTH DRINKWATER BOULEVARD.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located in the City; and

WHEREAS, it is in the best interest of the City and owner to enter into Development Agreement No. 2014-113-COS to expand Scottsdale Healthcare Osborn Medical Center on property located at 3740 N. Drinkwater Boulevard; and

WHEREAS, this Development Agreement No. 2014-113-COS is consistent with the portions of the City's general plan applicable to the property on the date this Agreement is executed.

NOW, THEREFORE, LET IT BE RESOLVED, by the Council of the City of Scottsdale, as follows:

Section 1. That Mayor W.J. "Jim" Lane is authorized to execute Development Agreement No. 2014-113-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2014-113-COS with the Maricopa County Recorder within ten (10) days of its execution by the Mayor.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 25th day of August, 2014.


ATTEST:

CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

By: _____
Carolyn Jagger
City Clerk

By: _____
W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
Bruce Washburn, City Attorney
By: Joe Padilla, Senior Assistant City Attorney

When Recorded Return To:

Dan Symer
CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

Contract Number: 2014-113-COS
Case Number: 1-PE-2013

DEVELOPMENT AGREEMENT
FOR PERIMETER EXCEPTION

THIS DEVELOPMENT AGREEMENT (the "***Agreement***") is made and entered into this _____ day of _____, 2014, by and between the City of Scottsdale, an Arizona municipal corporation (the "***City***") and Scottsdale Healthcare Hospitals, an Arizona non-profit corporation (the "***Owner***").

RECITALS

A. The City has authority under Arizona Revised Statutes (A.R.S.) Section §9-500.05 authorizes the City to enter into development agreements with property owners or any other person having an interest in real property located in the City.

B. The Owner is the current owner of real property located at the northwest corner and the southwest corner of Osborn Road and Drinkwater Boulevard in Scottsdale, Arizona, within the incorporated boundaries of the City (collectively, the "***Property***"). The Property is owned by one owner of multiple parcels described on Exhibit "A" attached hereto and incorporated herein by this reference. The legal description of the Property is attached hereto as Exhibit "B" and incorporated herein by this reference.

C. Owner desires to develop the Property in accordance with the procedures for a perimeter exception, as set forth in the Land Divisions Ordinance (Chapter 48, Division 6, of the Scottsdale Revised Code, hereinafter referred to as a "***Perimeter Exception Development***"), the Site Plan approved by the City of Scottsdale Development Review Board in Case No. 1-PE-2013, and the Final Perimeter Exception Plat, and the Development Plan in Case Nos. 10-ZN-2009 and 10-ZN-2009 #2 (collectively, the "***Development Standards***") approved by the City Council.

D. The Property will be planned and developed as a whole, undivided parcel for purposes of meeting City requirements for public improvements, utilities, access, parking, easements, drainage, open space, Development Standards, and all other City ordinances and regulations (collectively, the "***City Requirements***").

E. The parties hereto acknowledge that because the Property will be planned and developed as a whole, undivided parcel for purposes of meeting the City Requirements, public facilities, including, but not limited to, parking, easements, drainage, and landscaping will be shared

(collectively, the “*Shared Facilities*”) between/among the multiple buildings and/or lots into which the Property may be divided.

F. As there is one Owner but multiple properties, to enforce the City Requirements effectively, the City requires that one (1) entity be designated as the manager of the Property ("Property Manager") to provide the City a contact and entity responsible for complying with the City Requirements and maintaining and repairing the Shared Facilities, as determined necessary by the City.

G. This Agreement is consistent with the portions of the City’s General Plan and any Specific Plan applicable to the Property on the date of this Agreement.

H. The parties hereto agree that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, help maintain the Property as a first class commercial development, and provide certainty useful to the Owner and the City.

I. The City’s governing body has authorized execution of this Agreement by Resolution Number 9828, and the City agrees to the recordation of the Plat in the Official Records of the county recorder’s office in Maricopa County, Arizona.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated by this reference.
2. Term of Agreement. The term of this Agreement shall commence on the date first written above, and shall end at such time as the Property is no longer used or developed as a Perimeter Exception Development, unless sooner terminated by mutual consent of the parties.
3. The Property Development Standards. The Property shall comply with the Development Standards set forth in the Development Review Board stipulations in cases numbers 10-ZN-2009 and 10-ZN-2009#2, which are based on the Property being planned and developed as a whole, undivided parcel for purposes of meeting the City Requirements.
4. Property Manager. The Property Manager shall comply with the following:
 - 4.1. Appointment of Property Manager. Scottsdale Healthcare Hospitals is hereby appointed as the Property Manager.
 - 4.2. Authority of Property Manager. The Property Manager shall have authority to make all decisions regarding the compliance of any development on the Property with all applicable City Requirements. The Property Manager shall have authority to assess and collect fees from persons/entities owning any part of the Property in an amount sufficient to maintain and repair the Shared Facilities.

4.3. Responsibility of Property Manager. The Property Manager shall be solely responsible for complying with all City Requirements in a timely and professional manner, and maintaining and repairing Shared Facilities, as determined necessary by the City.

4.4. Indemnification by Property Manager. The Property Manager shall indemnify and hold the City, its employees, agents and officials harmless from any and all claims and disputes that the persons/entities owning any part of the Property and their successors and assigns may raise with the City as a result of complying with the City Requirements under this Agreement.

4.5. Assurance of a Property Manager. Scottsdale Healthcare Hospitals shall assure that the Property shall always have an appointed Property Manager. If the Property has no designated Property Manager, the City shall deem Scottsdale Healthcare Hospitals to be the Property Manager.

5. Declaration of Easements, Covenants, Conditions & Restrictions.

5.1. Formation. Within ten (10) days after the City Council approval of this Agreement, and before issues of any building permit, the Property Owner, and all other owner(s) of the Property, shall enter into a Declaration of Easements, Covenants, Conditions & Restrictions (collectively, the "ECRs") that addresses the following, to the City's satisfaction:

5.2. Responsibility for Shared Facilities. All property owners shall be notified that (a) the public improvements on the Property are Shared Facilities, and (b) each property owner must pay assessments for complying with the City Requirements and for maintaining and repairing the Shared Facilities, as determined necessary by the City.

5.3. Ownership of Shared Facilities. All Shared Facilities shall be identified in the ECRs. If some of the Shared Facilities are to be shared by some of the property owners, then the ECRs shall identify which property owners are responsible for which Shared Facilities.

5.4. Assessments. The Property Manager, shall have authority to assess and collect fees for complying with City Requirements and for maintaining and repairing the Shared Facilities.

5.5. Property Manager. Before the first certificate of occupancy is issued for the Property, the Property Owner shall appoint the Property Manager, who shall assume all the obligations of the Property Manager set forth in this Agreement.

5.6. Duration. The ECRs shall remain in existence as long as the Property is developed as a perimeter exception.

5.6.1. Amendments. In no event shall the ECRs be amended so as to alter the provisions that require the Property Owner to share responsibility for maintaining and repairing the Shared Facilities without the City's prior written consent.

5.6.2. Delivery. A copy of the ECRs shall be delivered to the City within ten (10) days of execution by the Property Owner.

6. Changes to the Property. The Property shall be treated as a whole, undivided parcel for purposes of meeting the City Requirements. If an owner of any portion of the Property submits to the City an application to change the use or physical configuration of such portion of the Property, modify improvements located on such portion of the Property, or otherwise modify the City Requirements as they apply to any portion of the Property, the City shall review the changes and impose any City Requirements as if the Property were a whole, undivided parcel. Without limiting the foregoing, density within the Property shall be considered as applicable to the Property as a whole, undivided parcel. The allocation of density among separate parcels within the Property shall not be deemed a transfer of density among the parcels, and the consent of the current and future owners of any part of the Property is not necessary for the allocation of density among the separate parcels within the Property. The City's obligation to approve any such application shall be conditioned upon the Owner's delivery of such reasonable documentation as the City may request, confirming that the Property, as modified by approval of any such application, satisfies all City Requirements.

7. Responsibility for Shared Facilities. The Owner acknowledges that (a) the public improvements on the Property are Shared Facilities; and (b) the Owner must comply with the City Requirements for maintaining and repairing the Shared Facilities, as reasonably determined by the City.

8. General Provisions.

8.1. Notices. All notices, consents, approvals, and other communications given in connection with this Agreement ("Notices") shall be validly given or delivered if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City of Scottsdale
Planning, Neighborhood and Transportation
Attn: Planning, Neighborhood and Transportation
Administrator
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

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

If to Owner: Scottsdale Healthcare Hospitals
Attn: Alan B. Kelly, Senior Vice President
and General Counsel
8125 North Hayden Road
Scottsdale, Arizona 85258

With a copy to:

Berry Riddell & Rosensteel, LLC
Attn: John Berry, Esq.
6750 E. Camelback Road, Suite 100
Scottsdale, Arizona 85251

Any party may designate a different address in writing and deliver the Notice as set forth above. Any change of address shall be given at least ten (10) days before the change is effective.

8.2. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service as set forth above.

8.3. Waiver. No delay in exercising any right or remedy hereunder shall constitute a waiver thereof. No waiver by any party of a breach of this Agreement shall be construed as a waiver of any preceding or succeeding breach of this Agreement.

8.4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provisions of this Agreement

8.5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The parties hereto warrant to each other that the individuals executing this Agreement on their behalf are authorized and empowered to bind the party on whose behalf each individual is signing. Owner warrants that it is duly formed and qualified to do business in the State of Arizona, and in good standing under applicable state laws. Owner represents to the City that by entering into this Agreement, it has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of this Agreement.

8.6. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties. All exhibits referenced in this Agreement are hereby deemed to be a part of this Agreement.

8.7. Amendment of this Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the written consent of all the parties hereto or their successors.

8.8. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purposes of this Agreement are not defeated by such severability.

8.9. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. Venue for any action brought in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona. The parties waive any right to object to such venue. The parties waive any right to a jury trial.

8.10. Recordation. The City shall record this Agreement, and any amendment or cancellation of this Agreement, in its entirety, in the Official Records of the County Recorder's Office in Maricopa County, Arizona, within ten (10) days after all parties execute the Agreement, amendment, or cancellation.

8.11. Remedies. If any party to this Agreement breaches any provision of this Agreement, and if such breach is not cured within thirty (30) days after written notice of such breach is delivered to the defaulting party, the non-defaulting party shall be entitled to all remedies available at law and in equity, including specific performance. Further, in the event of an uncured breach by Owner, the City shall not be obligated to process or grant any permits, inspections or certificates of occupancy relating to the Property until such time as such breach is cured.

8.12. Attorneys' Fees and Costs. If any party brings an action in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

8.13. Runs with Land. The covenants, conditions and restrictions in this Agreement create equitable servitudes upon every portion of the Property in favor of the City, and the successor entities of any portion of the Property, and shall bind the parties hereto and each successive owner of all or any portion of the Property during its period of ownership. These covenants, conditions and restrictions run with the land and shall be prior, superior and non-subordinated to any and all encumbrances placed against the Property after this Agreement is recorded.

8.14. Assignment. The rights and obligations of the Owner under this Agreement may be transferred or assigned, in whole or in part, in writing, to any subsequent owner of all or any portion of the Property, without the City's consent. Notice of any transfer shall be provided to the City within ten (10) days after such transfer. Under ARS § 9.500.05.D, the burdens of this Agreement shall bind, and the benefits of this Agreement shall inure to, the parties hereto and their successors and assigns.

8.15. Third Parties. There are no third party beneficiaries to this Agreement, and no person or entity not a party hereto, or a successor to a party hereto, shall have any right or cause of action hereunder.

8.16. Regulatory Compliance. Owner agrees to comply with all applicable City ordinances and state and federal laws and regulations relative to the development of the Property.

8.17. Force Majeure. The parties hereto shall be excused for failures and delays in performance of their respective obligations under this Agreement due to any cause beyond their control and without fault. Nevertheless, each party hereto shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

8.18. Dispute Resolution. If any dispute arises among the parties under this Agreement, any party hereto may give notice to the other that the dispute exists, whereupon the parties shall negotiate in good faith to resolve such dispute, and attempt to reach resolution within thirty (30) days of notice that such dispute exists.

8.19. Document Conflict. If a conflict arises between the terms of this Agreement and the terms in the attached Exhibits, the terms of this Agreement shall control over the terms of the Exhibits.

8.20. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

8.21. Further Assurances. The parties shall take further action and execute documents as may be reasonably required to effectively carry out the terms of this Agreement and its purposes.

8.22. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner or any owner of any portion of the Property, or any successors, for any breach by the City of this Agreement.

8.23. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgement page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.

8.24. Cancellation of Agreement by the City. Under ARS § 38-511, the City may cancel this Agreement. The City is unaware of any reason under ARS § 38-511 to cancel this Agreement as of the date hereof.

8.25. Termination. This Agreement shall terminate without further action when the Property is no longer developed and maintained as a Perimeter Exception Development. Upon termination, the City shall have the right to record a document to provide notice of termination in the Official Records of Maricopa County, Arizona.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

THE CITY:

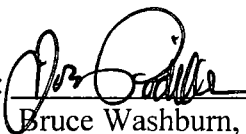
ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

By:  _____
Bruce Washburn, City Attorney
By: Joe Padilla, Senior Assistant City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

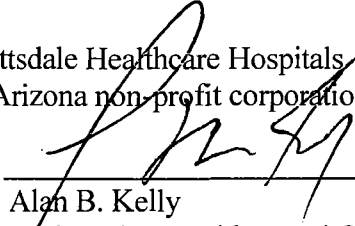
SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2014, by W. J. "Jim" Lane, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

Notary Public

My Commission Expires: _____

THE OWNER:

Scottsdale Healthcare Hospitals
an Arizona non-profit corporation

By: 
Alan B. Kelly
Senior Vice President and General Counsel

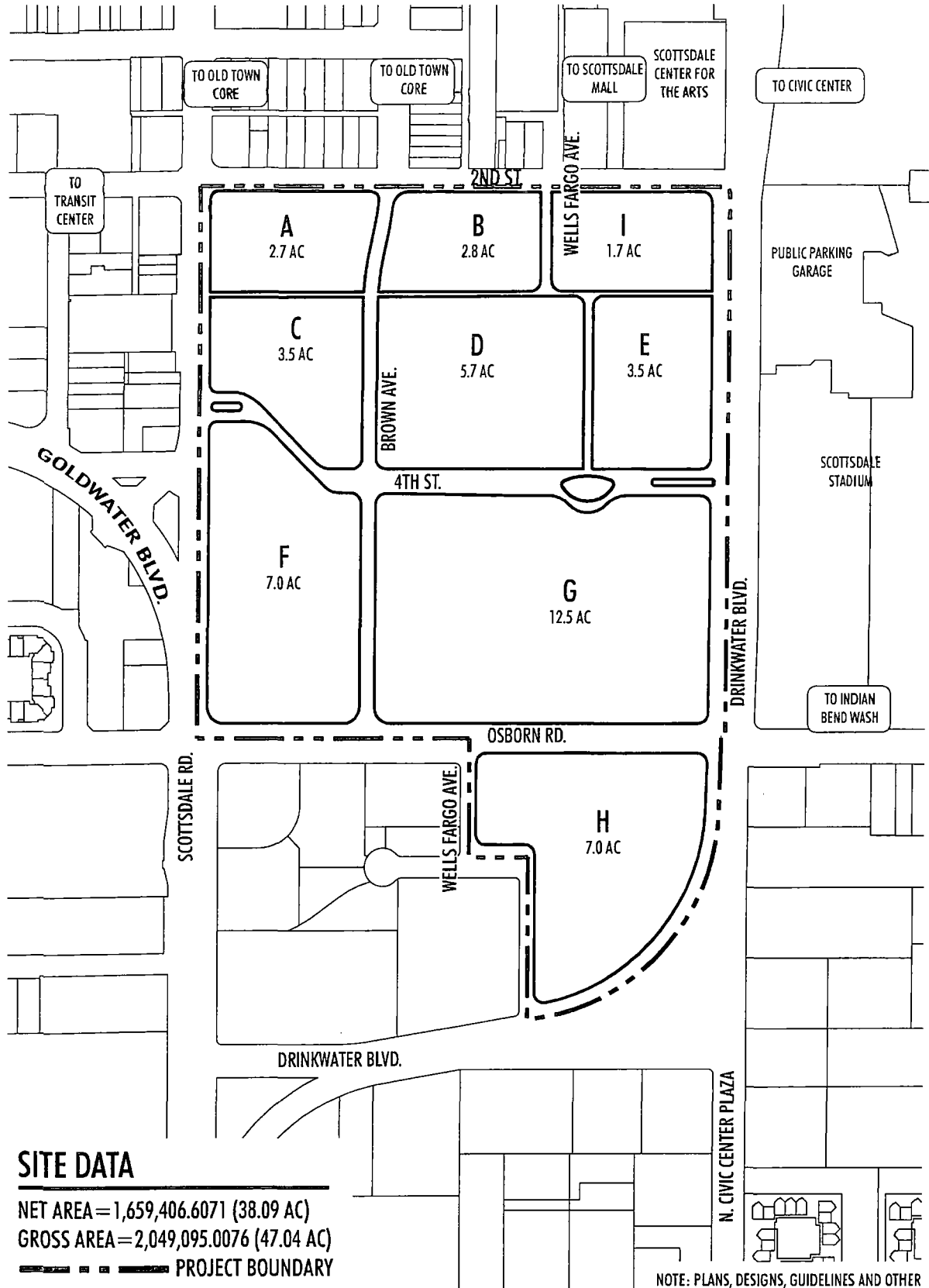
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this 30th day of June, 2013, by Alan B. Kelly, the Senior Vice President and General Counsel of Scottsdale Healthcare Hospitals an Arizona non-profit corporation.


Notary Public

My Commission Expires: 4/21/2016





SITE DATA

NET AREA = 1,659,406.6071 (38.09 AC)
 GROSS AREA = 2,049,095.0076 (47.04 AC)
 ———— PROJECT BOUNDARY



Exhibit "A"
 Contract No. 2014-113-COS
 Page 1 of 1

NOTE: PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATION BY SCOTTSDALE HEALTHCARE

This document, together with the concepts and design presented herein, constitutes the entire agreement between the parties. It is intended only for the specific purpose and client for which it is prepared. No other design or engineering services are to be undertaken without separate authorization and approval by UVA Urban Design Studio, LLC and/or UVA Urban Design Studio, LLC.

PARCEL NO. 1:

LOTS 1 THROUGH 20, INCLUSIVE, OF SCOTTSDALE INDUSTRIAL PARK; ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 65 OF MAPS, PAGE 28. TOGETHER WITH THE FOLLOWING ABANDONED PROPERTY AS SET FORTH IN RESOLUTION NO. 8238, RECORDED AS 2011-909415 AND DESCRIBED AS FOLLOWS;

(A) A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DISCLOSED AS FOLLOWS:

THE SOUTH 40.00 FEET OF THE "SCOTTSDALE INDUSTRIAL PARK" ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

(B) BEGINNING AT THE SOUTHERNMOST SOUTHEAST CORNER OF LOT 20 OF SAID "SCOTTSDALE INDUSTRIAL PARK", SAID POINT BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 'STAGECOACH ROAD' AS DESCRIBED ON THE PLAT FOR "SCOTTSDALE INDUSTRIAL PARK", ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 04 MINUTES 30 SECONDS, A DISTANCE OF 31.44 FEET TO THE WESTERNMOST SOUTHEAST CORNER OF SAID LOT 20 OF "SCOTTSDALE INDUSTRIAL PARK", SAID POINT BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF 'BALLPARK PLAZA' AS DESCRIBED ON THE PLAT FOR "SCOTTSDALE INDUSTRIAL PARK", ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF BALLPARK PLAZA, A DISTANCE OF 20.00 FEET A POINT ON THE EASTERLY CONTINUATION OF THE SOUTH LINE OF LOT 20 OF SAID "SCOTTSDALE INDUSTRIAL PARK";

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG SAID EASTERLY CONTINUATION, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING,

(C) A PORTION OF THAT PARTICULAR STREET RIGHT-OF-WAY DESCRIBED AS 'WELLS FARGO AVENUE' ON THE PLAT FOR "SCOTTSDALE INDUSTRIAL PARK" ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit "B"

Contract No. 2014-113-COS

Page 1 of 27

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 9 OF SAID "SCOTTSDALE INDUSTRIAL PARK", SAID POINT BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 'STAGECOACH ROAD' AS DESCRIBED ON THE PLAT FOR "SCOTTSDALE INDUSTRIAL PARK", ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF STAGECOACH ROAD, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET, SAID POINT ALSO BEING THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 8 OF SAID "SCOTTSDALE INDUSTRIAL PARK";

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 30 SECONDS; A DISTANCE OF 31.39 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 414.31 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID "SCOTTSDALE INDUSTRIAL PARK";

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT 'A' OF SAID "SCOTTSDALE INDUSTRIAL PARK", SAID POINT BEING 15.00 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID TRACT 'A';

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 414.31 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 04 MINUTES 48 SECONDS A DISTANCE OF 31.44 FEET TO THE POINT OF BEGINNING.

(D) A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF THE "SCOTTSDALE INDUSTRIAL PARK" ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 40.00 FEET THEREOF; AND

EXCEPT THE NORTH 30.00 FEET THEREOF;

(E) A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA ALSO BEING A PORTION OF THE "SCOTTSDALE INDUSTRIAL PARK", ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit "B"

Contract No. 2014-113-COS

Page 2 of 27

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20 OF SAID "SCOTTSDALE INDUSTRIAL PARK";

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE EASTERLY CONTINUATION OF THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 OF SAID "SCOTTSDALE INDUSTRIAL PARK";

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 9 AND ITS NORTHERLY CONTINUATION, A DISTANCE OF 444.31 FEET TO A CORNER OF THE RIGHT-OFWAY ABANDONED PER DOCKET 11386, PAGE 433, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID ABANDONED RIGHT-OF-WAY SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST, A DISTANCE OF 196.50 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY CONTINUATION OF THE EAST LINE OF LOT 15 OF SAID "SCOTTSDALE INDUSTRIAL PARK", A DISTANCE OF 25.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 166.50 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID TOT 15 AND ITS SOUTHERLY CONTINUATION, A DISTANCE OF 419.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THE SOUTH HALF OF THAT PART OF ABANDONED RIGHT-OF-WAY, AS ABANDONED BY RESOLUTION NO. 141 RECORDED IN DOCKET 11386, PAGE 433, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14, SCOTTSDALE INDUSTRIAL PARK, ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH TO THE SOUTHWEST CORNER OF TRACT A OF SAID SUBDIVISION;

THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 166.50 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 14;

THENCE SOUTH A DISTANCE OF 30 FEET TO THE NORTHEAST CORNER OF SAID LOT 14;

THENCE ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 166.50 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

TRACT A, OF SCOTTSDALE INDUSTRIAL PARK, PER MAP RECORDED IN BOOK 65 OF MAPS, PAGE 28, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER.

EXCEPT THE SOUTH 60 FEET AND

EXCEPT THE EAST 125 FEET THEREOF.

PARCEL NO. 4:

THE WEST HALF OF THE SOUTH 60 FEET OF TRACT "A", OF SCOTTSDALE INDUSTRIAL PARK, PER MAP RECORDED IN BOOK 65 OF MAPS, PAGE 28, IN THE OFFICE OF THE MARICOPA COUNTY, RECORDER

AND

THE NORTH HALF OF THAT PART OF ABANDONED RIGHT-OF-WAY, AS ABANDONED BY RESOLUTION NO. 141 RECORDED IN DOCKET 11386, PAGE 433, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14, SCOTTSDALE INDUSTRIAL PARK, ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH TO THE SOUTHWEST CORNER OF TRACT A OF SAID SUBDIVISION;

THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 166.50 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 14;

THENCE SOUTH A DISTANCE OF 30 FEET TO THE NORTHEAST CORNER OF SAID LOT 14;

THENCE ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 166.50 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

Exhibit "B"

Contract No. 2014-113-COS

Page 4 of 27

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE NORTH 332.99 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING;

THENCE NORTH 278.78 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 625.00 FEET;

THENCE SOUTH 278.78 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET AND THE NORTH 40 FEET, AS CONVEYED TO THE CITY OF SCOTTSDALE, BY QUIT CLAIM DEED RECORDED IN DOCKET 3479, PAGE 282.

TOGETHER WITH THE FOLLOWING ABANDONED PROPERTY AS SET FORTH IN RESOLUTION NO. 8238, RECORDED AS 2011-909415 AND DESCRIBED AS FOLLOWS;

THE SOUTH 40.00 FEET OF THE NORTH 755.55 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 452.50 FEET THEREOF; AND

EXCEPT THE EAST 40.00 FEET THEREOF;

AND EXCEPT ANY PORTION LYING WITHIN PARCEL 8 OF SAID REPORT

AND TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY;

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, LYING BETWEEN A LINE PARALLEL TO THE 40.00 FEET. SOUTH OF THE NORTH PROPERTY LINE, A LINE PARALLEL TO AND 40.00 FEET WEST OF THE EAST PROPERTY LINE, AND AN ARC OF 12.00 FOOT RADIUS TANGENT TO SAID PROPERTY LINES OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 332.99 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING;

THENCE NORTH ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER 278.78 FEET;

Exhibit "B"

Contract No. 2014-113-COS

Page 5 of 27

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 625.00 FEET;

THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 278.78 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST TO THE POINT OF BEGINNING.

PARCEL NO. 6:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 WHICH LIES NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 332.99 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 585 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 140 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST 585 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE NORTH 140 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET THEREOF.

PARCEL NO. 7:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 WHICH LIES 40 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH, ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 152.99 FEET;

Exhibit "B"

Contract No. 2014-113-COS

Page 6 of 27

THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 585 FEET;

THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 152.99 FEET TO A POINT WHICH LIES 40 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE EASTERLY 585 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET THEREOF.

AND

EXCEPT A PARCEL OF LAND IN THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, LYING BETWEEN A LINE PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY, A LINE PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY, AND AN ARC OF TWELVE (12.00) FOOT RADIUS TANGENT TO SAID LINES OF THE ABOVE DESCRIBED PROPERTY.

PARCEL NO. 8:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 59 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH ALONG SAID LINE 1030.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 298.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID LINE 292.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 704.85 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH ALONG SAID LINE 417.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 715.22 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

Exhibit "B"

Contract No. 2014-113-COS

Page 7 of 27

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID LINE 609.04 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 611.77 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 40 FEET AND

EXCEPT THE SOUTH 420.50 FEET THEREOF; AND

EXCEPT THE EAST 625 FEET THEREOF; AND

EXCEPT COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 59 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH ALONG SAID LINE A DISTANCE OF 613.74 FEET TO THE TRUE POINT OF BEGINNING WHICH IS ON THE CENTRE LINE OF STAGECOACH ROAD, EXTENDED;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE SOUTH LINE OF THE NORTH 298.0 FEET OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID LINE 292.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 704.85 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH ALONG SAID LINE, A DISTANCE OF 417.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 715.22 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, WHICH SAID POINT IS ON THE CENTRE LINE OF STAGECOACH ROAD;

THENCE WEST ALONG THE CENTRE LINE OF STAGECOACH ROAD, A DISTANCE OF 292.35 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING ABANDONED PROPERTY AS SET FORTH IN RESOLUTION NO. 8238, RECORDED AS 2011-909415 AND DESCRIBED AS FOLLOWS;

THE SOUTH 40.00 FEET OF THE NORTH 755.22 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 452.50 FEET THEREOF; AND

EXCEPT THE EAST 40.00 FEET THEREOF;

Exhibit "B"

Contract No. 2014-113-COS

Page 8 of 27

AND EXCEPT ANY PORTION LYING WITHIN THE EAST 585.00 FEET;

PARCEL NO. 9:

THE SOUTH 420.50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 625.00 FEET; AND

EXCEPT THE WEST 412.50 FEET; AND

EXCEPT THE SOUTH 40.00 FEET AND THE EAST 40.00 FEET OF THE WEST 452.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER.

PARCEL NO. 10:

THE EAST 125.00 FEET AS MEASURED ALONG THE SOUTH LINE OF TRACT A, SCOTTSDALE INDUSTRIAL PARK, ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 60.00 FEET THEREOF;

PARCEL NO. 11:

THE EAST HALF OF THE SOUTH 60.00 FEET OF TRACT A, SCOTTSDALE INDUSTRIAL PARK, ACCORDING TO BOOK 65 OF MAPS, PAGE 28, AND THE NORTH 5 FEET OF AN ABANDONED PUBLIC RIGHT OF WAY ADJACENT TO THE SOUTH LINE OF SAID EAST HALF, AND SET FORTH IN RESOLUTION RECORDED IN DOCKET 11386, PAGE 433, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL IN SAID LAND, AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 2330, PAGE 598.

PARCEL NO. 12:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, FROM WHICH THE CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 26 BEARS NORTH 00°09'25" EAST, A DISTANCE OF 2,658.38 FEET;

THENCE NORTH 00°09'25" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1,329.28 FEET TO THE CITY OF SCOTTSDALE BRASS CAP FLUSH MARKING THE MONUMENT LINE OF SECOND STREET;

THENCE ALONG THE MONUMENT LINE OF SECOND STREET THE FOLLOWING COURSES:

THENCE SOUTH 89°44'06" EAST, A DISTANCE OF 469.47 FEET TO THE CITY OF SCOTTSDALE BRASS CAP FLUSH MARKING THE MONUMENT LINE OF BROWN AVENUE;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 235.38 FEET TO THE NORTHWEST CORNER OF SCOTTSDALE INDUSTRIAL PARK, AS RECORDED IN BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00°12'04" WEST, DEPARTING SAID MONUMENT LINE ALONG THE WESTERLY LINE OF SAID SCOTTSDALE INDUSTRIAL PARK, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 30.00 FEET SOUTHERLY OF SAID MONUMENT LINE OF SECOND STREET;

THENCE NORTH 89°43'26" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 16.00 FEET TO A POINT ON THE EASTERLY LINE OF A 16.00 FOOT ALLEY AS DEDICATED IN DOCKET 2209, PAGE 508, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°12'04" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 209.48 FEET;

THENCE NORTH 89°50'00" WEST, A DISTANCE OF 227.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BROWN AVENUE AS DEDICATED IN DOCUMENT NO. 87-698930, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING ON A 442.10 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 82°10'25" EAST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BROWN AVENUE THE FOLLOWING COURSES:

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°33'31", A DISTANCE OF 35.18 FEET;

THENCE NORTH 12°23'06" EAST, A DISTANCE OF 100.10 FEET TO THE BEGINNING OF A TANGENT CURVE OF 505.74 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°49'44", A DISTANCE OF 60.28 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 18.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°43'12", A DISTANCE OF 26.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND STREET AS DEDICATED IN DOCUMENT NO. 87-698930, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR SECOND STREET THE FOLLOWING COURSES:

THENCE SOUTH 89°43'26" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY FOR BROWN AVENUE, A DISTANCE OF 43.34 FEET;

THENCE NORTH 00°12'04" EAST, A DISTANCE OF 1.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 30.00 FEET SOUTHERLY OF SAID MONUMENT LINE OF SECOND STREET;

THENCE SOUTH 89°43'26" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AS DEDICATED IN DOCUMENT NO. 87-698930 ALONG SAID PARALLEL LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET AS DEDICATED IN DOCKET 2209, PAGE 508, RECORDS OF Maricopa COUNTY, ARIZONA, A DISTANCE OF 130.17 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 13:

THE NORTH 130.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN , MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 59 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH ALONG SAID LINE A DISTANCE OF 613.74 FEET TO THE TRUE POINT OF BEGINNING WHICH IS ON THE CENTRE LINE OF STAGE COACH ROAD EXTENDED;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE SOUTH LINE OF THE NORTH 298.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID LINE 292.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 704.85 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

Exhibit "B"

Contract No. 2014-113-COS

Page 11 of 27

THENCE SOUTH ALONG SAID LINE A DISTANCE OF 417.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 715.22 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, WHICH SAID POINT IS ON THE CENTRE LINE OF STAGE COACH ROAD;

THENCE WEST ALONG THE CENTRE LINE OF STAGE COACH ROAD A DISTANCE OF 292.35 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPT THE ROAD DEDICATION ON THE WEST 40.00 FEET, AND THE EAST 16.00 FEET THEREOF.

PARCEL NO. 14:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 59 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH ALONG SAID LINE A DISTANCE OF 613.74 FEET TO THE TRUE POINT OF BEGINNING WHICH IS ON THE CENTER LINE OF STAGE COACH ROAD EXTENDED;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 412.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE SOUTH LINE OF THE NORTH 298.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID LINE 292.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 704.85 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH ALONG SAID LINE A DISTANCE OF 417.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 715.22 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, WHICH SAID POINT IS ON THE CENTER LINE OF STAGE COACH ROAD;

THENCE WEST ALONG THE CENTER LINE OF STAGE COACH ROAD A DISTANCE OF 292.35 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 130.00 FEET;

EXCEPT THE SOUTH 40.00 FEET FOR ROADS;

Exhibit "B"

Contract No. 2014-113-COS

Page 12 of 27

EXCEPT THE WEST 40.00 FEET FOR ROADS;

EXCEPT THE EAST 16.00 FEET FOR ROADS.

TOGETHER WITH THE FOLLOWING ABANDONED PROPERTY AS SET FORTH IN RESOLUTION NO. 8238, RECORDED AS 2011-909415 AND DESCRIBED AS FOLLOWS;

THE SOUTH 40.00 FEET OF THE NORTH 715.22 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 452.50 FEET THEREOF; AND

EXCEPT THE EAST 609.04 FEET THEREOF;

PARCEL NO. 15:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE MERIDIAN, Maricopa COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 33.00 FEET OF SAID SECTION 26 AND THE NORTH LINE OF THE SOUTH 223.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PARCEL IN 86-312169, OF OFFICIAL RECORDS;

THENCE NORTH 00 DEGREES 11 MINUTES 12 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 416.98 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 988.81 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND ON THE SOUTH LINE EXTENDED OF PARCEL "B" RECORDED IN DOCKET 16295, PAGE 1537;

THENCE NORTH 89 DEGREES 46 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 300.00 FEET OF SAID NORTH 988.81 FEET, A DISTANCE OF 365.53 FEET TO A POINT, SAID POINT BEING ON THE WEST LINE OF A 27.00 FOOT RIGHT-OF-WAY OF BROWN AVENUE IN 83-311981, OF OFFICIAL RECORDS AND THE SOUTHEAST CORNER OF PARCEL "A" RECORDED IN DOCKET 16295, PAGE 1537;

THENCE SOUTH 00 DEGREES 09 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE OF BROWN AVENUE, A DISTANCE OF 300.00 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 988.81 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 45 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 988.81 FEET, A DISTANCE OF 71.50 FEET TO A POINT, SAID POINT BEING ON THE EAST LINE OF THE
Exhibit "B"

Contract No. 2014-113-COS

Page 13 of 27

WEST 327.00 FEET OF SAID SECTION 26 AND THE NORTHWEST CORNER OF A PARCEL RECORDED IN DOCKET 15856, PAGE 1149, OF OFFICIAL RECORDS;

THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST, A DISTANCE OF 117.55 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 223.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 53 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 223.00 FEET, A DISTANCE OF 294.07 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 16:

THE WEST 327.00 FEET OF THE SOUTH 148.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 40.00 FEET AND THE WEST 40.00 FEET; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO CITY OF SCOTTSDALE:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 BEARS NORTH 89 DEGREES 59 MINUTES WEST 33.00 FEET;

THENCE NORTH A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY TO A POINT LYING 40.00 FEET NORTH OF AND 63.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE WEST ALONG A LINE PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST (AN ASSUMED BEARING), ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 40.00 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 40.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26;

Exhibit "B"

Contract No. 2014-113-COS

Page 14 of 27

THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 88.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 148.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 10.48 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 87.00 FEET;

THENCE SOUTH 44 DEGREES 49 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 29.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 51 MINUTES 04 SECONDS WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 8.42 FEET;

THENCE NORTH 50 DEGREES 02 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 17:

THE EAST 85.50 FEET OF THE WEST 412.50 FEET OF THE SOUTH 223 FEET OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26) TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA;

EXCEPT THE SOUTH 40.00 FEET.

PARCEL NO. 18:

THE EAST 85.50 FEET OF THE NORTH 117.37 FEET OF THE SOUTH 340.39 FEET OF THE WEST 412.50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 19:

Exhibit "B"
Contract No. 2014-113-COS
Page 15 of 27

THE NORTH 75.00 FEET OF THE SOUTH 223.00 FEET OF THE WEST 327.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 167.00 FEET, THEREOF; AND

EXCEPT THE WEST 33.00 FEET, THEREOF; AND

EXCEPT THAT PART CONVEYED TO CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION IN INSTRUMENT RECORDED IN RECORDING NO. 93-545024, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST (AS ASSUMED BEARING) ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, 148.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 148.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST, ALONG SAID NORTH LINE 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 40.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26, 75.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 223.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST, ALONG SAID NORTH LINE 10.52 FEET;
THENCE SOUTH 00 DEGREES 12 MINUTES 37 SECONDS WEST, 75.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 148.00 FEET OF THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 51 MINUTES 04 SECONDS WEST, ALONG SAID NORTH LINE, 10.48 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 20:

THE EAST 167.00 FEET OF THE NORTH 76.00 FEET OF THE SOUTH 223.00 FEET OF THE WEST 327.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Exhibit "B"

Contract No. 2014-113-COS

Page 16 of 27

PARCEL NO. 21:

THE EAST 200.00 FEET OF THE PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST 33.00 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH PARALLEL TH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 373.91 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 379.50 FEET;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 200.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 379.50 FEET;

THENCE NORTH PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 25.00 FEET;

TOGETHER WITH ABANDONED ROADWAY AS DISCLOSED ON RESOLUTION NO. 4169, RECORDED AS 95-004794 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS;

THE SOUTH 25.00 FEET OF THE EAST 200.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST 33.00 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 373.91 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST, 379.50 FEET;

Exhibit "B"

Contract No. 2014-113-COS

Page 17 of 27

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 200.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, 379.50 FEET;

THENCE NORTH PARALLEL TO AND 33.00 FEET EAST, OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 22:

THE SOUTH 90.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, RUNNING THENCE EAST 33.00 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 373.91 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST, 379.50 FEET;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 200.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 379.50 FEET;

THENCE NORTH PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE EAST 200.00 FEET THEREOF.

PARCEL NO. 23:

THE NORTH 110 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

Exhibit "B"

Contract No. 2014-113-COS

Page 18 of 27

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST, 33 FEET, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 373.91 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST, 379.50 FEET;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 200.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, 379.50 FEET;

THENCE NORTH PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 200.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 200 FEET, THEREOF.

PARCEL NO. 24:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER RUN;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE THEREOF, 33.00 FEET TO THE EAST LINE OF THE RIGHT OF WAY OF SCOTTSDALE ROAD;

THENCE SOUTH (ASSUMED BEARING) ALONG THE SAID EAST RIGHT OF WAY, BEING PARALLEL TO AND 33.00 FEET DISTANT EASTERLY FROM THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 159.82 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED AND THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST 102.36 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS WEST 214.09 FEET (SOUTH THENCE SOUTH 0 DEGREES 06 MINUTES WEST 212.69 FEET MORE OR LESS RECORD) TO THAT NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED FROM E. J. OAKLEY, ET UX TO CORRAL SERVICE STATIONS, INC., RECORDED IN DOCKET 592, PAGE 577, RECORDS OF MARICOPA COUNTY, ARIZONA;

Exhibit "B"

Contract No. 2014-113-COS

Page 19 of 27

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE, 102.07 FEET TO THE EAST LINE OF THE RIGHT OF WAY OF SCOTTSDALE ROAD;

THENCE NORTH ALONG SAID EAST LINE 214.09 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 25:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH ASSUMED BEARING, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 99.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 135.47 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES WEST A DISTANCE OF 60.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 135.36 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 33.00 FEET;

PARCEL NO. 26:

THE SOUTH 50.00 FEET OF THE WEST 82.5 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER

Exhibit "B"

Contract No. 2014-113-COS

Page 20 of 27

OF THE NORTHWEST QUARTER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 33.00 FEET, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF SCOTTSDALE ROAD;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, 142.50 FEET;

THENCE SOUTH, 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, 142.50 FEET TO A POINT ON THE EAST LINE OF SCOTTSDALE ROAD;

THENCE NORTH 99.82 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD TO THE POINT OF BEGINNING;

PARCEL NO. 27:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20.00 FEET OF THE NORTH 49.82 FEET OF THE WEST 102.5 FEET, LESS THE NORTH 8.00 FEET THEREOF, OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 33.00 FEET, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF SCOTTSDALE ROAD;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, 142.50 FEET;

THENCE SOUTH, 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 142.50 FEET TO A POINT ON THE EAST LINE OF THE SCOTTSDALE ROAD;

THENCE NORTH 99.82 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD TO THE POINT OF BEGINNING.

PARCEL NO. 28:

THE EAST 20.00 FEET OF THE SOUTH 50.00 FEET OF THE WEST 135.47 FEET OF THE NORTH 99.82 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 29:

THE SOUTH 50.00 FEET OF THE EAST 40.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 33.00 FEET, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF SCOTTSDALE ROAD;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, 142.50 FEET;

THENCE SOUTH, 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, 142.50 FEET TO A POINT ON THE EAST LINE OF SCOTTSDALE ROAD;

THENCE NORTH 99.82 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD TO THE POINT OF BEGINNING.

PARCEL NO. 30:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20.00 FEET OF THE WEST 102.5 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 33.00 FEET, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF SCOTTSDALE ROAD;

Exhibit "B"

Contract No. 2014-113-COS

Page 22 of 27

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, 142.50 FEET;

THENCE SOUTH, 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, 142.50 FEET TO A POINT ON THE EAST
LINE OF SCOTTSDALE ROAD;

THENCE NORTH 99.82 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD, TO THE POINT OF
BEGINNING.

PARCEL NO. 31:

THE NORTH 49.82 FEET OF THE EAST 40.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SAID SECTION 26, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER
OF THE NORTHWEST QUARTER OF SAID SECTION 26, BEARS NORTH 89 DEGREES 55 MINUTES 30
SECONDS WEST 33.00 FEET, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF SCOTTSDALE
ROAD;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 142.50 FEET;

THENCE SOUTH 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 142.50 FEET TO A POINT ON THE EAST
LINE OF THE SCOTTSDALE ROAD;

THENCE NORTH 99.82 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD TO A POINT OF BEGINNING.

EXCEPT THE SOUTH 50.00 FEET;

PARCEL NO. 32:

EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL 31, AS SET FORTH IN DOCUMENT NO.
83-237843 OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PROPERTY:

Exhibit "B"

Contract No. 2014-113-COS

Page 23 of 27

THE EAST 20.00 FEET OF THE WEST 102.5 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 33.00 FEET, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF SCOTTSDALE ROAD;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 142.50 FEET;

THENCE SOUTH 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 142.50 FEET TO A POINT ON THE EAST LINE OF SCOTTSDALE ROAD;

THENCE NORTH 99.82 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD, TO THE POINT OF BEGINNING.

PARCEL NO. 33:

THE EAST 102.50 FEET OF THE WEST 135.50 FEET OF THE NORTH 49.82 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT AREA LYING NORTHWEST OF AN ARC, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET AND TANGENT TO THE NORTH LINE AND THE WEST LINE OF THE PROPERTY DESCRIBED AS FOLLOWS:

THE EAST 102.50 FEET OF THE WEST 135.50 FEET OF THE NORTH 49.82 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS CONVEYED TO THE CITY OF SCOTTSDALE BY DEED RECORDED IN DOCKET 11489, PAGE 132.

ALSO EXCEPT THE NORTH 8.00 FEET THEREOF, CONVEYED TO THE TOWN OF SCOTTSDALE IN DOCKET 2901, PAGE 461.

PARCEL NO. 34:

Exhibit "B"
Contract No. 2014-113-COS
Page 24 of 27

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 175.50 FEET;

THENCE SOUTH 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 40.03 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 272.69 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST 277.43 FEET;

THENCE NORTH 372.41 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 237.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 35:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, Maricopa COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 175.50 FEET;

THENCE SOUTH 99.82 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 40.03 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 272.69 FEET TO THE POINT OF BEGINNING, AND THE NORTHWEST CORNER OF THE PARCEL HEREINAFTER DESCRIBED;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST 277.43 FEET;

Exhibit "B"

Contract No. 2014-113-COS

Page 25 of 27

THENCE SOUTH 1.4 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DEEDED BY HARRY LENART TO E.J. OAKLEY IN DOCKET 1043, PAGE 318, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST 277.43 FEET ALONG THE NORTH LINE OF THAT PARCEL IN DOCKET 1043, PAGE 318 AND ALONG THE NORTH LINE OF THAT PARCEL DEEDED BY HARRY LENART IN DOCKET 1581, PAGE 43, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 06 MINUTES EAST 1.4 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 36:

THE EAST 51.5 FEET OF THE SOUTH 115.00 FEET OF THE NORTH 688.91 FEET OF THE WEST 412.5 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 37:

THE EAST 51.5 FEET OF THE WEST 361.00 FEET OF THE SOUTH 115.00 FEET OF THE NORTH 688.91 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 38:

THE SOUTH 115.00 FEET OF THE NORTH 688.91 FEET OF THE EAST 276.5 FEET OF THE WEST 309.5 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 39:

THE NORTH 490.00 FEET OF THE EAST 460.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY;

Exhibit "B"

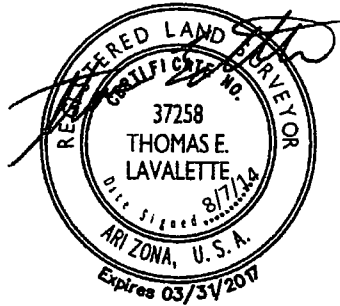
Contract No. 2014-113-COS

Page 26 of 27

EXCEPT THAT PORTION LYING WITHIN SAID PROPERTY, AS DEEDED TO THE CITY OF SCOTTSDALE IN DEED RECORDED AS 95-0058251 OF OFFICIAL RECORDS.

PARCEL NO. 40:

LOT 4, SCOTTSDALE OSBORN PLAZA, ACCORDING TO BOOK 170 OF MAPS, PAGE 46, AND AFFIDAVIT OF CORRECTION RECORDED IN DOCKET 10613, PAGE 1035, RECORDS OF MARICOPA COUNTY, ARIZONA.



SCOTTSDALE HEALTHCARE OSBORN MEDICAL CENTER

Perimeter Exception Project Narrative

Prepared for:

Scottsdale Healthcare Osborn Medical Center

7400 E. Osborn Road
Scottsdale, Arizona

Prepared by:

Berry Riddell & Rosensteel, L.L.C.

John V. Berry, Esq.
Michele Hammond, Principal Planner

6750 East Camelback Road
Suite 100
Scottsdale, Arizona 85251
480-385-2727

I. Property Information

Location: 7400 E. Osborn Road, Scottsdale

Property Size: Approximately 44.6 gross acres (+/-)

II. Zoning Overview

Current

- D/M-2 SC - DO (Downtown Medical Type 2 Special Campus – Downtown Overlay)

Zoning History

The Osborn Medical Center is composed of a mixture of zoning categories established in the 1970's. In 1973 subsequent cases established C-0, C-3 and P-2 zoning with a use permit for the hospital. Subsequently, Case 5-Z-87 approved D/M-2 PBD (Downtown/ Medical Type 2 Planned Block Development) for the main hospital. Case 10-ZN-2009 approved D/M-2 SC – DO zoning on the entire 44.6+/- Scottsdale Healthcare Osborn property allowing for additional height and flexibility for future development.

Development Plan

The Osborn Medical Center is stipulated to conformance to the Development Plan booklet approved by City Council July 6, 2010 (and amended to include Parcel I on February 28, 2012). The Development Plan approved with the zoning case outlines future development guidelines for the medical campus and identifies a range of uses including but not limited to hospital, medical offices, business and professional offices, business and/or medical schools, private and charter schools, residential dwelling units, retail sales, carwashes including fueling stations, restaurants, dry cleaners, fitness facilities, hotels, conference centers, daycare centers and residential healthcare facilities.

III. Project Overview

Scottsdale Healthcare Osborn has been a part of the Downtown community for nearly 50 years. The medical center is well-known for its oncology, cardiology, orthopedics and women's and children's services delivered by a talented, compassionate staff in an innovative environment.

As our community continues to grow and age, Scottsdale Healthcare Osborn Medical Center must expand to meet the demand for medical services. A common challenge of medical centers is accommodating expansion within an established campus framework, especially in a Downtown setting, while fulfilling the unique functional requirements associated with hospitals, medical centers and medical office buildings.

Scottsdale Healthcare has built a strong level of certainty and flexibility into its approved Development Plan for the Osborn Medical Center to enable the campus to grow with and serve community needs. Phasing of the Scottsdale Healthcare Osborn will be structured around future economic conditions and appropriate timing relative to budget and demand for healthcare services.

Scottsdale Healthcare, as the only locally-owned, nonprofit community health system in the Northeast Valley, is responsive to the needs and expectations of the community they are dedicated to serving. Scottsdale Healthcare is the largest employer in Scottsdale with over 6,555 employees between their three campuses with an annual payroll of approximately \$340 million in 2008. A rezoning request including Development Plan the Osborn Medical Center was approved by City Council on July 6, 2010. The Development Plan includes two new main hospital patient towers (150'-0" in height), a new main entry and conferencing center, surgery expansion, radiology expansion, a neurosciences center, additional medical office buildings, and new parking structures. The old post office site located on Osborn directly west of the main hospital building has been acquired by Scottsdale Healthcare and will play a pivotal role in the future expansion of the Osborn Medical Center. Expansion plans could add an additional 247 beds (639 total, approximately).

IV. Request

As part of the rezoning approval under case 10-ZN-2009 stipulation #10 (Ord. #3900) stated the following:

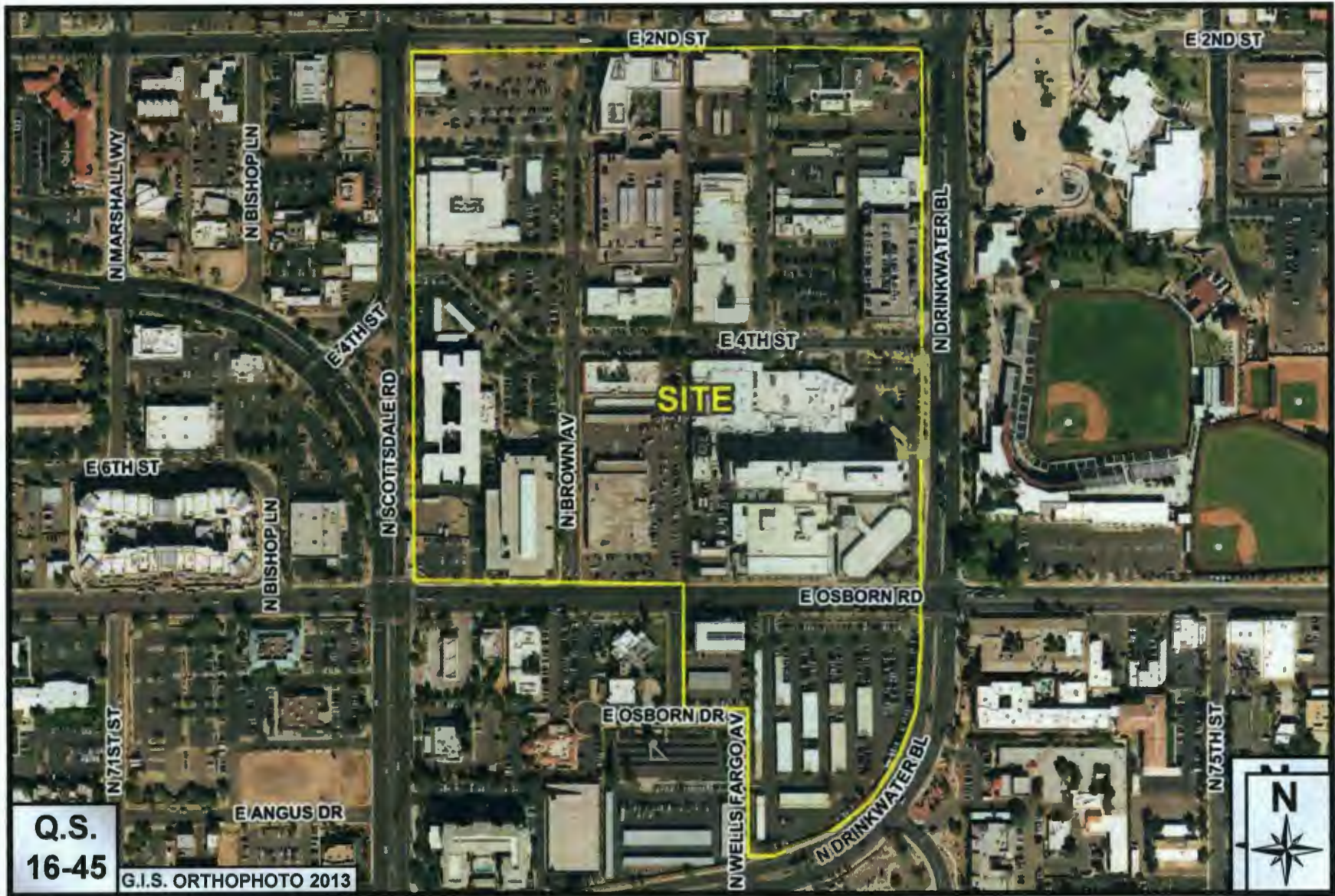
10. *REPLAT. The property owner shall submit, and receive City Council approval of a replat and any related Development Agreement utilizing the Perimeter Exception to eliminate the property lines that run through the buildings, addresses the sharing of parking, cross drainage, and other shared facilities within two (2) years from that date of the City Council approval of case 10-ZN-2009. If the replat is not completed within two (2) years, no building permit shall be issued after the two (2) year time frame until the replat has been approved by City Council.*

This application is to fulfill the requirement of obtaining City Council approval of the replat and associated development agreement for the perimeter exception.

V. Conclusion

Scottsdale is a diverse community where residents enjoy a standard and quality of life that is unsurpassed. The support services and range of employment opportunities found within the Scottsdale Healthcare Osborn Medical Center contribute to Scottsdale's well-earned reputation as a premier destination and place to live and work. Scottsdale Healthcare plays a significant role in the fabric of Scottsdale's Downtown and this Development Plan implements the goals and policies set forth in the Downtown Plan.

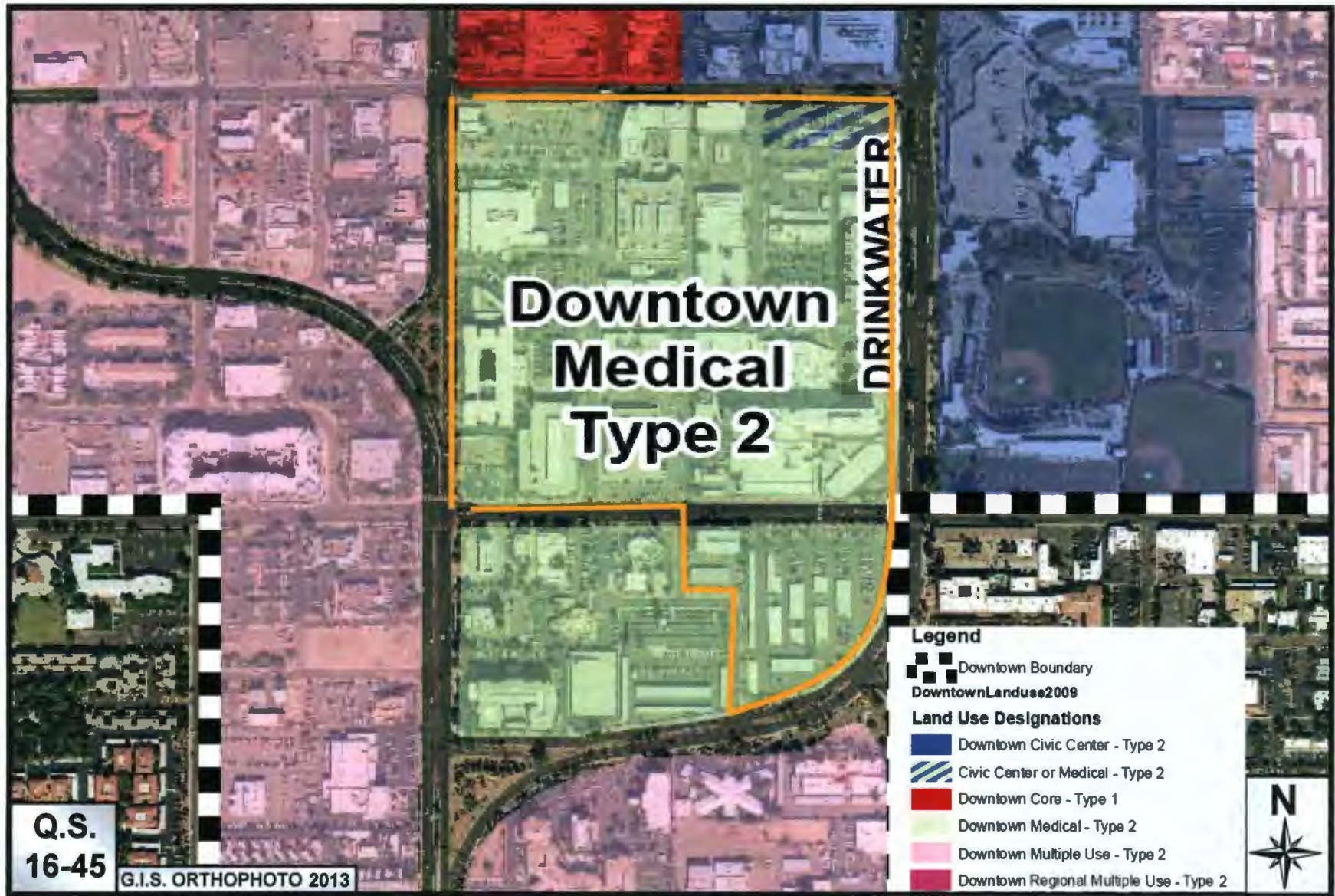
Scottsdale Healthcare Osborn Medical Center has enjoyed a long history of serving the needs of the residents of the City of Scottsdale and the surrounding community. Hospitals and medical centers bring innumerable public benefit to the community and have unique operating characteristics that require additional height for operational efficiency and quality patient care. The Development Plan for Scottsdale Healthcare Osborn will continue to ensure compatibility with the surrounding Downtown core while promoting a sustainable future.



**Scottsdale Healthcare Osborn - Perimeter
Exception**

1-PE-2013

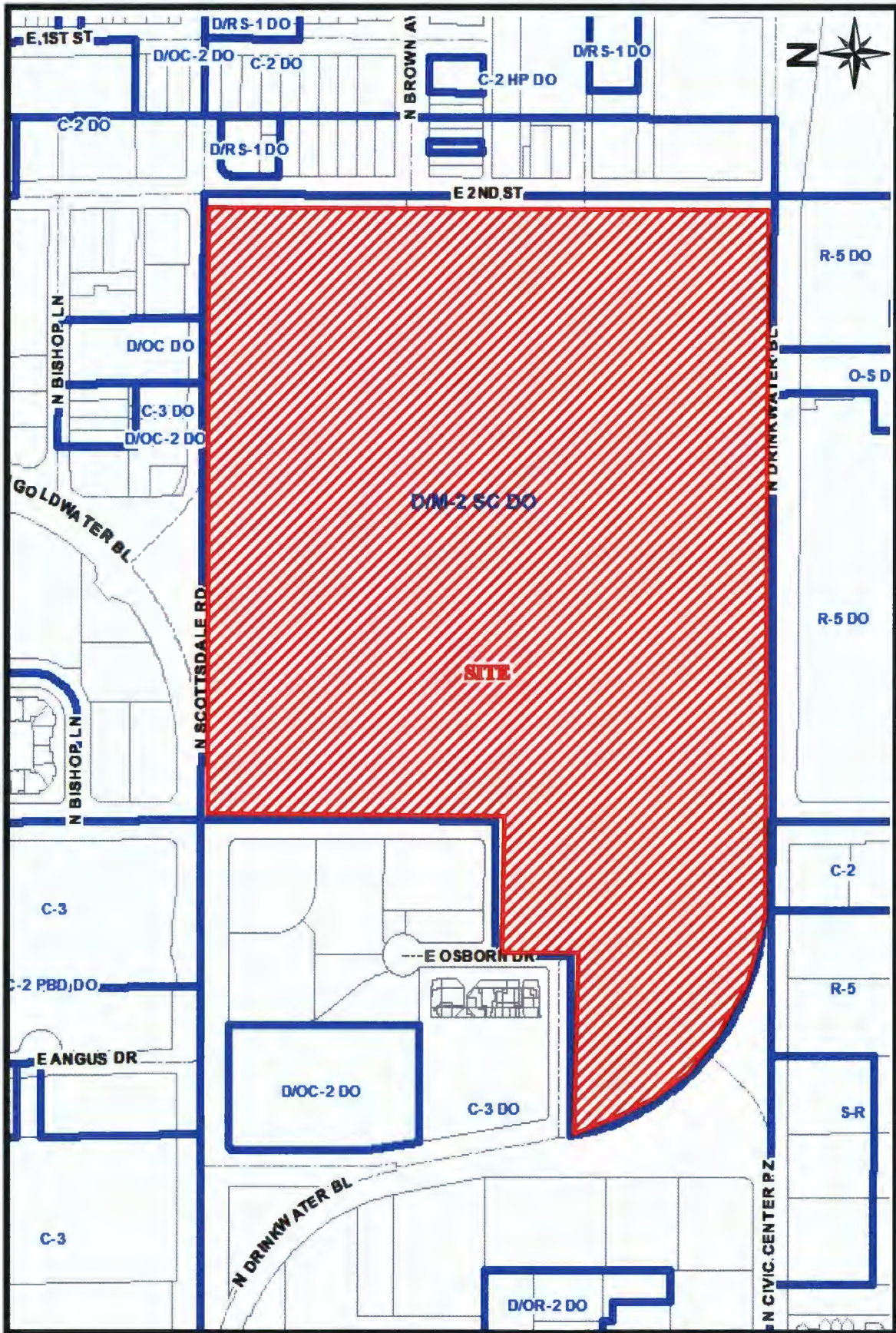
ATTACHMENT #4



Scottsdale Healthcare Osborn - Perimeter Exception

1-PE-2013

ATTACHMENT #5



1-PE-2013

ATTACHMENT #6

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15

KNOW ALL MEN BY THESE PRESENTS:

THAT SCOTTSDALE HEALTHCARE HOSPITALS AN ARIZONA NON-PROFIT CORPORATION AS OWNER, HAS SUBMITTED UNDER THE NAME "SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER" A PORTION OF LAND LOCATED IN THE WEST HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY REQUESTS THE PERIMETER EXCEPTION PLAT FOR "SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER", SAID PLAT SET FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN EACH RESPECTIVELY ON SAID PLAT. THE PUBLIC AND PRIVATE EASEMENT DEDICATIONS ARE AS DESCRIBED BELOW.

SCOTTSDALE HEALTHCARE HOSPITALS AN ARIZONA NON-PROFIT CORPORATION AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE AN ARIZONA MUNICIPAL CORPORATION:

- 1. A PERPETUAL, NON-EXCLUSIVE, SIGHT DISTANCE EASEMENT (S.D.) UPON OVER AND ACROSS THE PARCEL OF LAND SHOWN HEREON...
2. A PERPETUAL, NON-EXCLUSIVE, PUBLIC UTILITY EASEMENT (P.U.E.) UPON OVER AND ACROSS THE PARCELS OF LAND SHOWN HEREON...
3. A PERPETUAL, NON-EXCLUSIVE, EMERGENCY AND SERVICE TYPE ACCESS EASEMENT (E.S.A.V.) UPON OVER AND ACROSS THE PARCELS OF LAND SHOWN HEREON...
4. A PERPETUAL, NON-EXCLUSIVE, VEHICLE NON-ACCESS EASEMENT (V.N.A.E.) UPON OVER AND ACROSS THE PARCEL OF LAND SHOWN HEREON...
5. A PERPETUAL, NON-EXCLUSIVE, PUBLIC MOTORIZED ACCESS EASEMENT (P.M.A.E.) UPON OVER, UNDER AND ACROSS THE PARCEL OF LAND SHOWN HEREON...
6. A PERPETUAL, NON-EXCLUSIVE, PUBLIC NON-MOTORIZED ACCESS EASEMENT (P.N.M.A.E.) UPON OVER, UNDER AND ACROSS THE PARCEL OF LAND SHOWN HEREON...

THE OWNER WARRANTS THAT THIS PLAT IS IN COMPLIANCE WITH CITY OF SCOTTSDALES LAND DIVISION ORDINANCE, AND THE DESIGN STANDARDS AND POLICE MANUAL SPECIFICATIONS.

OWNER WARRANTS TO THE CITY OF SCOTTSDALE THAT IT IS THE SOLE OWNER OF THE PROPERTY ON THIS PLAT, AND THAT EVERY EASEMENT HOLDER OR OTHER PERSONS HAVING ANY INTEREST IN THE PROPERTY ADVISE TO OR INCONSISTENT WITH THE DEDICATIONS, COVENANCES OR OTHER PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO OR JOINED IN THIS PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH OWNER WILL RECORD NO LATER THAN THE DATE IN WHICH THIS MAP IS RECORDED.

IN WITNESS WHEREOF:
SCOTTSDALE HEALTHCARE HOSPITALS AN ARIZONA NON-PROFIT CORPORATION HAS HEREBY CAUSED ITS NAME TO BE PRINTED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED AGENTS, THEREunto DULY AUTHORIZED THIS 20th DAY OF 2014.

SCOTTSDALE HEALTHCARE HOSPITALS AN ARIZONA NON-PROFIT CORPORATION

BY:
NOTARY PUBLIC:
MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE DAY OF
ON BEHALF OF FOR AND
NOTARY PUBLIC:
MY COMMISSION EXPIRES

GENERAL NOTES

- 1. DEVELOPMENT IS ON THE CITY OF SCOTTSDALE WATER SYSTEM WHICH HAS A TRIPPLICATION OF ASSURED WATER SUPPLY.
2. IS PLAT IS SUBJECT TO THE CITY OF SCOTTSDALE DEVELOPMENT AGREEMENT AS LOCATED IN MARICOPA COUNTY RECORDER'S DOCUMENT NO.

PERIMETER EXCEPTION PLAT
SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER
LOCATED IN THE WEST HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
OWNER: SCOTTSDALE HEALTHCARE HOSPITALS

RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDER'S NUMBER (P.C.N.) THE UNDERSIGNED HERBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY:
INDIVIDUAL, PARTNERSHIP, OR FINANCIAL INSTITUTION, AS BENEFICIARY

TITLE OF POSITION DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE DAY OF
ON BEHALF OF FOR AND
NOTARY PUBLIC:
MY COMMISSION EXPIRES

RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDER'S NUMBER (P.C.N.) THE UNDERSIGNED HERBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY:
INDIVIDUAL, PARTNERSHIP, OR FINANCIAL INSTITUTION, AS BENEFICIARY

TITLE OF POSITION DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE DAY OF
ON BEHALF OF FOR AND
NOTARY PUBLIC:
MY COMMISSION EXPIRES

RATIFICATION

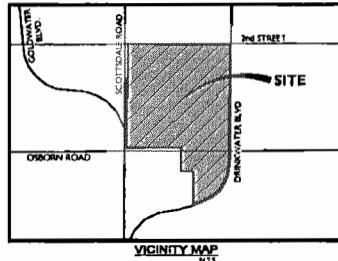
AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDER'S NUMBER (P.C.N.) THE UNDERSIGNED HERBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY:
INDIVIDUAL, PARTNERSHIP, OR FINANCIAL INSTITUTION, AS BENEFICIARY

TITLE OF POSITION DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE DAY OF
ON BEHALF OF FOR AND
NOTARY PUBLIC:
MY COMMISSION EXPIRES



RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDER'S NUMBER (P.C.N.) THE UNDERSIGNED HERBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY:
INDIVIDUAL, PARTNERSHIP, OR FINANCIAL INSTITUTION, AS BENEFICIARY

TITLE OF POSITION DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE DAY OF
ON BEHALF OF FOR AND
NOTARY PUBLIC:
MY COMMISSION EXPIRES

RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDER'S NUMBER (P.C.N.) THE UNDERSIGNED HERBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY:
INDIVIDUAL, PARTNERSHIP, OR FINANCIAL INSTITUTION, AS BENEFICIARY

TITLE OF POSITION DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } 15
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE DAY OF
ON BEHALF OF FOR AND
NOTARY PUBLIC:
MY COMMISSION EXPIRES

SHEET INDEX

- 1 COVER SHEET
2 LEGAL DESCRIPTION
3 PUBLIC EASEMENTS, LINE & CURVE TABLES
4 PUBLIC EASEMENTS, LINE & CURVE TABLES
5 PLAT SHEET - PUBLIC EASEMENTS PLAN
6 PLAT SHEET - PUBLIC EASEMENTS PLAN

NET AREA STATEMENT

Table with columns: LOT NO., SQ. FT., ACRES. Rows 1-7.

OWNER/CLIENT

SCOTTSDALE HEALTHCARE HOSPITALS
300 NORTH WELLS FARGO AVENUE, SUITE C
SCOTTSDALE, AZ 85211
PHONE: 480.823.3149
FAX: 480.823.3168

SURVEYOR

LITTLEJOHN ENGINEERING ASSOCIATES, INC.
7327 N. 16TH STREET, SUITE 110
PHOENIX, AZ 85030
PHONE: 602.241.0782
FAX: 602.246.3158

REFERENCE DOCUMENTS

- FINAL PLAT OF SCOTTSDALE INDUSTRIAL PARK PER BOOK 43 OF MAPS, PAGE 26, H.C.A.
- LOT 1 FOR SCOTTSDALE HEALTHCARE HOSPITALS PER BOOK 603 OF MAPS, PAGE 21, H.C.A.
- MAP OF DEDICATION FOR SCOTTSDALE HEALTHCARE PER BOOK 576 OF MAPS, PAGE 14, H.C.A.
- MAP OF DEDICATION FOR SCOTTSDALE HEALTHCARE PER BOOK 576 OF MAPS, PAGE 14, H.C.A.
- FINAL PLAT OF SCOTTSDALE OSBORN PLAZA PER BOOK 170 OF MAPS, PAGE 44, H.C.A.

BASIS OF BEARINGS

A BEARING OF SOUTH 89°32' WEST ALONG THE MONUMENT LINE OF NORTH SCOTTSDALE ROAD, ALSO BEING THE WEST LINE OF THE NORTH-WEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA.

LAND SURVEYOR'S CERTIFICATION

- 1. I AM A LAND SURVEYOR REGISTERED TO PRACTICE IN ARIZONA.
2. THIS PLAT WAS MADE UNDER MY DIRECTION.
3. THIS PLAT MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.
4. THE SURVEY AND DIVISION OF THE SUBJECT PROPERTY DESCRIBED AND PLATTED HEREON WERE MADE DURING THE MONTH OF NOVEMBER, 2013.
5. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.
6. MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET BEFORE RECORDDATION.
7. THEIR POSITIONS ARE CORRECTLY SHOWN, AND
8. SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



THOMAS E. LAVALLETT
M5 07/25
DATE 06/24/2014

CITY OF SCOTTSDALE APPROVAL BLOCK

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA

THIS DAY OF 2014.

BY: MAYOR

ATTEST BY: CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALES DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY: CHIEF DEVELOPMENT OFFICER DATE

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALES DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 14-2013, AND ZONING CASE(S) NO. 10-2010-009, 10-2010-009 AND ALL CASE RELATED STRATIFICATIONS. ANY MATERIAL CHANGE TO THE DEVELOPMENT AGREEMENT, THE DRB APPROVAL, AND THE DEVELOPMENT STANDARDS OF THE ABOVE REFERENCED ZONING DISTRICT AND ANY ASSOCIATED ZONING ACTION (E.G., TO THE PROPERTY OF THIS PLAT WILL REQUIRE REVIEW BY CITY STAFF TO ASSURE DEVELOPMENT AGREEMENT, DRB AND ZONING COMPLIANCE AND MAY RESULT IN ADDITIONAL CITY APPROVALS AS DETERMINED BY CITY STAFF.

BY: PLAT COORDINATOR DATE

LITTLEJOHN ENGINEERING ASSOCIATES logo and address: 7327 North 16th Street, Suite 110, Phoenix, Arizona 85030. Phone: 602.241.0782. Fax: 602.246.3158.

PERIMETER EXCEPTION FINAL PLAT FOR SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER, NORTHEAST CORNER OF SCOTTSDALE ROAD & OSBORN ROAD, SCOTTSDALE, ARIZONA 85257

SCOTTSDALE HEALTHCARE logo and address: 300 NORTH WELLS FARGO AVE, SUITE C, SCOTTSDALE, AZ 85211, 480.823.3149

LEA PROJECT NO. 20130421

DATE 06/24/2014

1 OF 6 PERIMETER EXCEPTION PLAT SHC-OSBORN CAMPUS

PARENT PROPERTY LEGAL DESCRIPTION

PARCEL NO. 1: LOT 13 INCLUDING SCOTTSDALE INDUSTRIAL PARK... PARCEL NO. 2: THAT PART OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 3: TRACT 'A' OF SCOTTSDALE INDUSTRIAL PARK... PARCEL NO. 4: THAT PART OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 5: PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER... PARCEL NO. 6: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 7: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 8: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 9: THE EAST 40.00 FEET OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 10: THE EAST 125.00 FEET AS MEASURED ALONG THE SOUTH LINE... PARCEL NO. 11: THE EAST HALF OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 12: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 13: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 14: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26...

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 4: THE WEST HALF OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 5: PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER... PARCEL NO. 6: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 7: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 8: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 9: THE EAST 40.00 FEET OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 10: THE EAST 125.00 FEET AS MEASURED ALONG THE SOUTH LINE... PARCEL NO. 11: THE EAST HALF OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 12: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 13: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 14: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26...

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 8: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26... PARCEL NO. 9: THE EAST 40.00 FEET OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 10: THE EAST 125.00 FEET AS MEASURED ALONG THE SOUTH LINE... PARCEL NO. 11: THE EAST HALF OF THE SOUTH 40.00 FEET OF TRACT 'A'... PARCEL NO. 12: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 13: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 14: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26...

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 12: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 13: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 14: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 15: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 16: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 17: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 18: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 19: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26... PARCEL NO. 20: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26...



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http://www.littlejohneng.com
Professional Corporation (Chartered) (Professional) (LLC) (C)

PERIMETER EXCEPTION FINAL PLAT
FOR
SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER
NORTHEAST CORNER OF SCOTTSDALE ROAD & OSBORN ROAD
SCOTTSDALE, ARIZONA 85251

SCOTTSDALE HEALTHCARE
1641 NORTH WILLOW FRIEDLAND
SUITE 2
SCOTTSDALE, AZ 85251
(602) 973-2299



LEA PROJECT NO.
2018621
DATE
04.22.04

2 OF 6
PERIMETER EXCEPTION PLAT
SHC-OSBORN CAMPUS

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 13: A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 14: THE WEST 37.00 FEET OF THE SOUTH 14.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 17: THE EAST 15.50 FEET OF THE WEST 41.50 FEET OF THE SOUTH 22.50 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 18: THE EAST 83.50 FEET OF THE NORTH 117.37 FEET OF THE NORTH 340.39 FEET OF THE WEST 41.50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 19: THE NORTH 30.00 FEET OF THE SOUTH 22.00 FEET OF THE WEST 37.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 20: THE EAST 14.00 FEET OF THE NORTH 76.00 FEET OF THE SOUTH 23.00 FEET OF THE WEST 33.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 21: THE EAST 20.00 FEET OF THE PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 22: THE SOUTH 10.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 23: THE NORTH 11.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 24: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 25: THE NORTH 49.00 FEET OF THE EAST 40.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 26: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 27: THE SOUTH 10.00 FEET OF THE WEST 40.50 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 28: AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 70.00 FEET OF THE NORTH 89.00 FEET OF THE WEST 103.37 FEET, 155.87 FEET NORTH 8.00 FEET THEREOF, OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 29: THE SOUTH 54.00 FEET OF THE EAST 40.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 30: AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30.00 FEET OF THE WEST 102.5 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 31: THE NORTH 49.00 FEET OF THE EAST 40.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 32: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 33: EASTMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL 31, AS SET FORTH IN DOCUMENT NO. 83-12341 OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 34: THE EAST 103.00 FEET OF THE WEST 115.50 FEET OF THE NORTH 49.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 35: THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 36: THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 37: THE EAST 51.5 FEET OF THE SOUTH 115.00 FEET OF THE NORTH 48.00 FEET OF THE WEST 41.50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 38: THE EAST 31.57 FEET OF THE WEST 341.00 FEET OF THE SOUTH 115.00 FEET OF THE NORTH 48.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 39: THE SOUTH 30.00 FEET OF THE NORTH 48.00 FEET OF THE EAST 74.5 FEET OF THE WEST 30.5 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 40: THE NORTH 49.00 FEET OF THE EAST 40.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER BASINS AND HERDMAN MARICOPA COUNTY, ARIZONA...

PARCEL NO. 41: LOT 4 SCOTTSDALE OSBORN PLAZA, ACCORDING TO BOOK 170 OF MAPS, PAGE 46, AND AFFIDAVIT OF CORRECTION RECORDED IN DOCKET 10613, PAGE 105, RECORDS OF MARICOPA COUNTY, ARIZONA...

PERIMETER EXCEPTION FINAL PLAT FOR SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER. NORTHWEST CORNER OF SCOTTSDALE ROAD & OSBORN ROAD, SCOTTSDALE, ARIZONA 85257. SCOTTSDALE HEALTHCARE 1604 NORTH WELLS ROAD AVE. SUITE 1 SCOTTSDALE, AZ 85251 480.823.9399. LEA PROJECT NO. 20180621. DATE 01.23.2018. 3 OF 6 PERIMETER EXCEPTION PLAT SHC-OSBORN CAMPUS

R/W NOTE

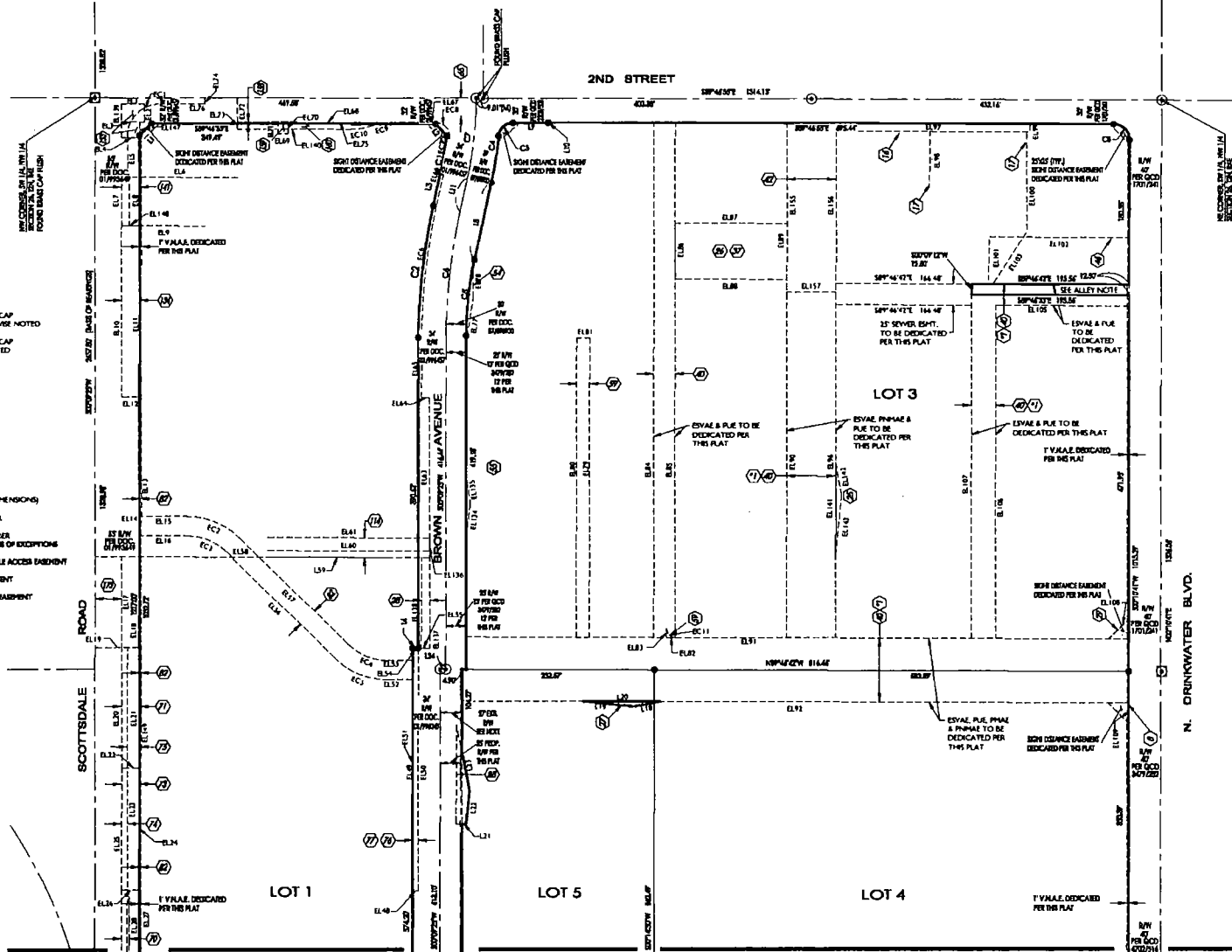
THE MAP OF DEDICATION FOR SCOTTSDALE HEALTHCARE OSBORN CAMPUS SOUTH PHASE IS RECORDED AS BOOK 376 OF MAPS PAGE 16. ALSO THE MONUMENT LINE FOR BROWN AVENUE 45.50' EAST OF THE MONUMENT LINE OF SCOTTSDALE ROAD THIS IS IN AGREEMENT WITH THE MONUMENTS FOUND IN THE GROUND THERE ARE 2 PARCELS LOCATED ON THE EAST SIDE OF BROWN AVENUE BETWEEN 4TH STREET AND OSBORN ROAD. THESE ARE APNS 130-23-123A & 130-23-123B THE DEEDS FOR BOTH THESE PARCELS (BOOK 12664150 AND DOCUMENT 2007-134003) RESPECTIVELY DESCRIBE THE WEST LINE OF THESE PARCELS AS BEING LOCATED 42.50' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SECTION. THIS IS THE SAME AS THE MONUMENT LINE OF SCOTTSDALE ROAD. THE DISTANCE BETWEEN THE WEST LINE OF THE PARCELS AND THE MONUMENT LINE OF BROWN AVENUE IS EQUALS 27' AS SHOWN ON THE PLAT. SINCE THIS R/W IS GREATER THAN THE 25' R/W REQUIRED BY THE SPECIFICATIONS NO ADDITIONAL R/W IS BEING DEDICATED ALONG THIS PORTION OF BROWN AVENUE PER THIS PLAT.

ALLEY NOTE

CITY OF SCOTTSDALE RETAINED OWNERSHIP OF THE NORTH HALF OF THE ALLEY PER RESOLUTION NO. 1038 RECORDED AS DOCUMENT NO. 2011-10915, MARICOPA COUNTY RECORDS.

LEGEND OF SYMBOLS

- 1/2 CITY OF SCOTTSDALE BRASS CAP IN HAND-HOLE UNLESS OTHERWISE NOTED
- 1/2 CITY OF SCOTTSDALE BRASS CAP FLUSH UNLESS OTHERWISE NOTED
- MONUMENT FOUND AS NOTED
- REAR SET V/CAP IS 37258
- MONUMENT LINE/CENTERLINE
- PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY
- R/W BASEMENT LINE NUMBERS (SEE TABLES ON SHEET 4 FOR DIMENSIONS)
- M/C MARICOPA COUNTY RECORDER
- ②⑦ SCHEDULE "B" EXCEPTION NUMBER SEE SHEET 4 FOR A FULL DESCRIPTION OF EXCEPTIONS
- ESVAE EGRESS & SERVICE TYPE VEHICLE ACCESS EASEMENT
- PHAE PUBLIC MOTORIZED ACCESS EASEMENT
- PHNAE PUBLIC NON-MOTORIZED ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SLT SEWER LINE EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT

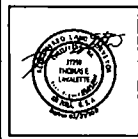


MATCHLINE - SEE SHEET 6 FOR CONTINUATION

LITTLEJOHN ENGINEERING ASSOCIATES
 772 WEST 10TH AVENUE, SUITE 100 - MESA, ARIZONA 85203
 PHONE: 480-961-1111 FAX: 480-961-1112
 E-MAIL: LITTLEJOHN@LITTLEJOHN-ENGINEERING.COM

PERIMETER EXCEPTION FINAL PLAT
 FOR
SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER
 NORTHEAST CORNER OF SCOTTSDALE ROAD & OSBORN ROAD
 SCOTTSDALE, ARIZONA 85251

SCOTTSDALE HEALTHCARE
 164 NORTH WELLS BLVD. AVE.
 SUITE C
 SCOTTSDALE, AZ 85251
 480.882.3399



LEA PROJECT NO.
20130621

DATE
01.22.2011

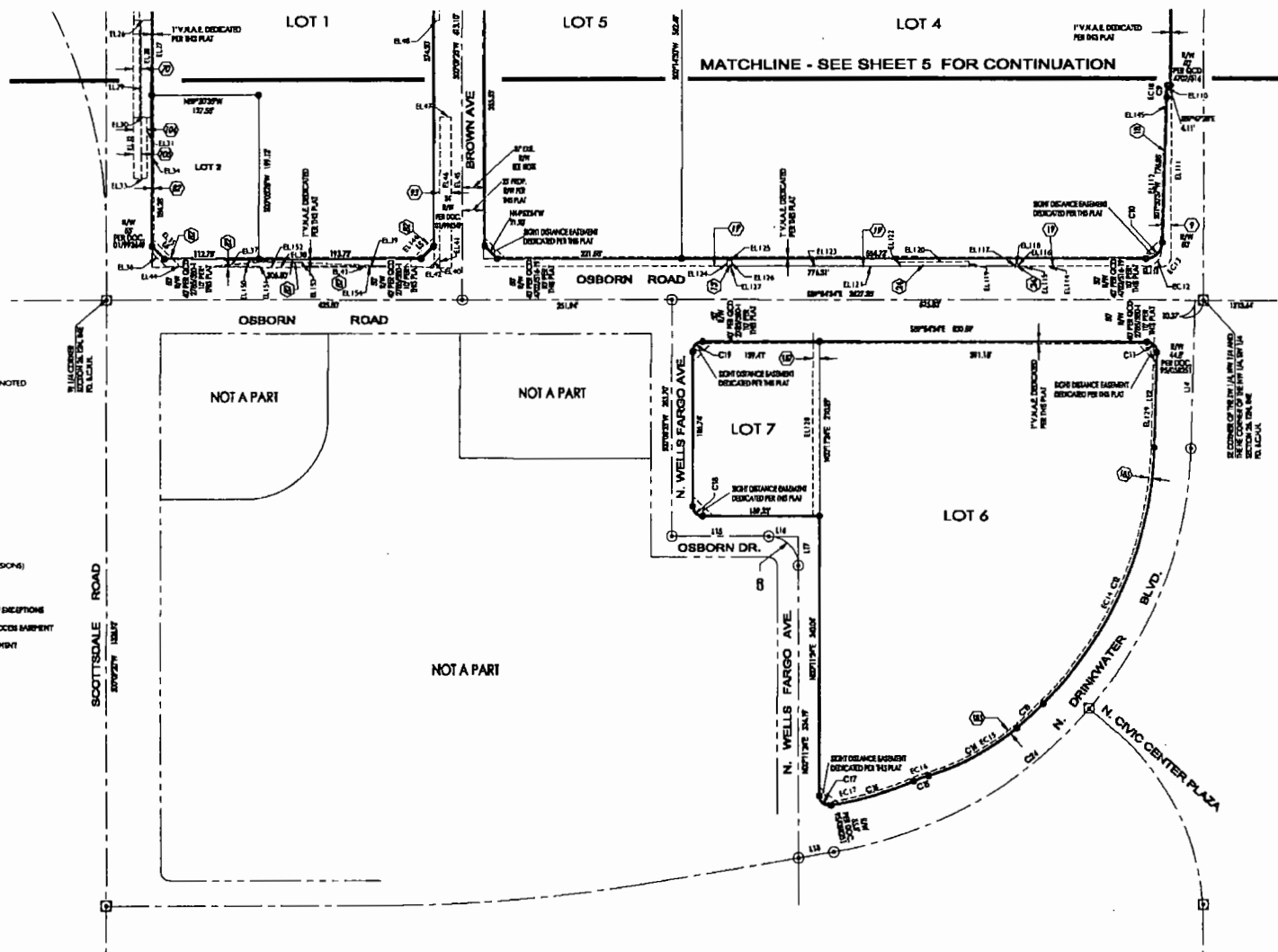
5 OF 6
 PERIMETER EXCEPTION PLAT
 SHC-OSBORN CAMPUS

RAW NOTE

THE MAP OF DEDICATION FOR SCOTTSDALE HEALTHCARE OSBORN CAMPUS SOUTH PHASE RECORDED AS BOOK 376 OF MAPS PAGE 16 RUTH THE MONUMENT LINE FOR BROWN AVENUE 435.50' EAST OF THE MONUMENT LINE OF SCOTTSDALE ROAD. THIS IS IN AGREEMENT WITH THE MONUMENTS FOUND IN THE GROUND. THERE ARE 2 PARCELS LOCATED ON THE EAST SIDE OF BROWN AVENUE BETWEEN 1TH STREET AND OSBORN ROAD. THESE ARE APNS 130-22-123A & 130-22-108B. THE DEEDS FOR BOTH THESE PARCELS (DOCUMENT 159W1116 AND DOCUMENT 2007-1-0022) RESPECTIVELY DESCRIBE THE WEST LINE OF THESE PARCELS AS BEING LOCATED 432.50' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SECTION. THIS IS THE SAME AS THE MONUMENT LINE OF SCOTTSDALE ROAD. THE DISTANCE BETWEEN THE WEST LINE OF THE PARCELS AND THE MONUMENT LINE OF BROWN AVENUE EQUALS 27' AS SHOWN ON THE PLAT. SINCE THIS RAW IS GREATER THAN THE 25' RAW REQUIRED BY THE STIPULATIONS NO ADDITIONAL RAW IS BEING DEDICATED ALONG THIS PORTION OF BROWN AVENUE FOR THIS PLAT.

LEGEND OF SYMBOLS

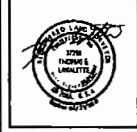
- CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE UNLESS OTHERWISE NOTED
- CITY OF SCOTTSDALE BRASS CAP FLUSH UNLESS OTHERWISE NOTED
- MONUMENT FOUND AS NOTED
- REBAR SET W/CAP IS 3726
- MONUMENT UNEXCITED BALINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- AW RIGHT-OF-WAY
- ELAS EASEMENT LINE NUMBER (SEE TABLES ON SHEET 4 FOR DIMENSIONS)
- HCX HAVICOR COUNTY RECORDER
- Ⓢ SCHEDULE "B" EXCEPTION NUMBER (SEE SHEET 4 OF 4 FOR DESCRIPTIONS OF EXCEPTIONS)
- EVAS EMERGENCY & SERVICE TYPE VEHICLE ACCESS EASEMENT
- PRVAE PUBLIC NON-PRIORITIZED ACCESS EASEMENT
- PUAE PUBLIC UTILITY EASEMENT
- SLE SEWER LINE EASEMENT
- VVAE VEHICLE NON-ACCESS EASEMENT



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 www.littlejohn.com
 Registered Professional Engineer License No. 11900

PERIMETER EXCEPTION FINAL PLAT
 FOR
SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER
 NORTHEAST CORNER OF SCOTTSDALE ROAD & OSBORN ROAD
 SCOTTSDALE, ARIZONA 85251

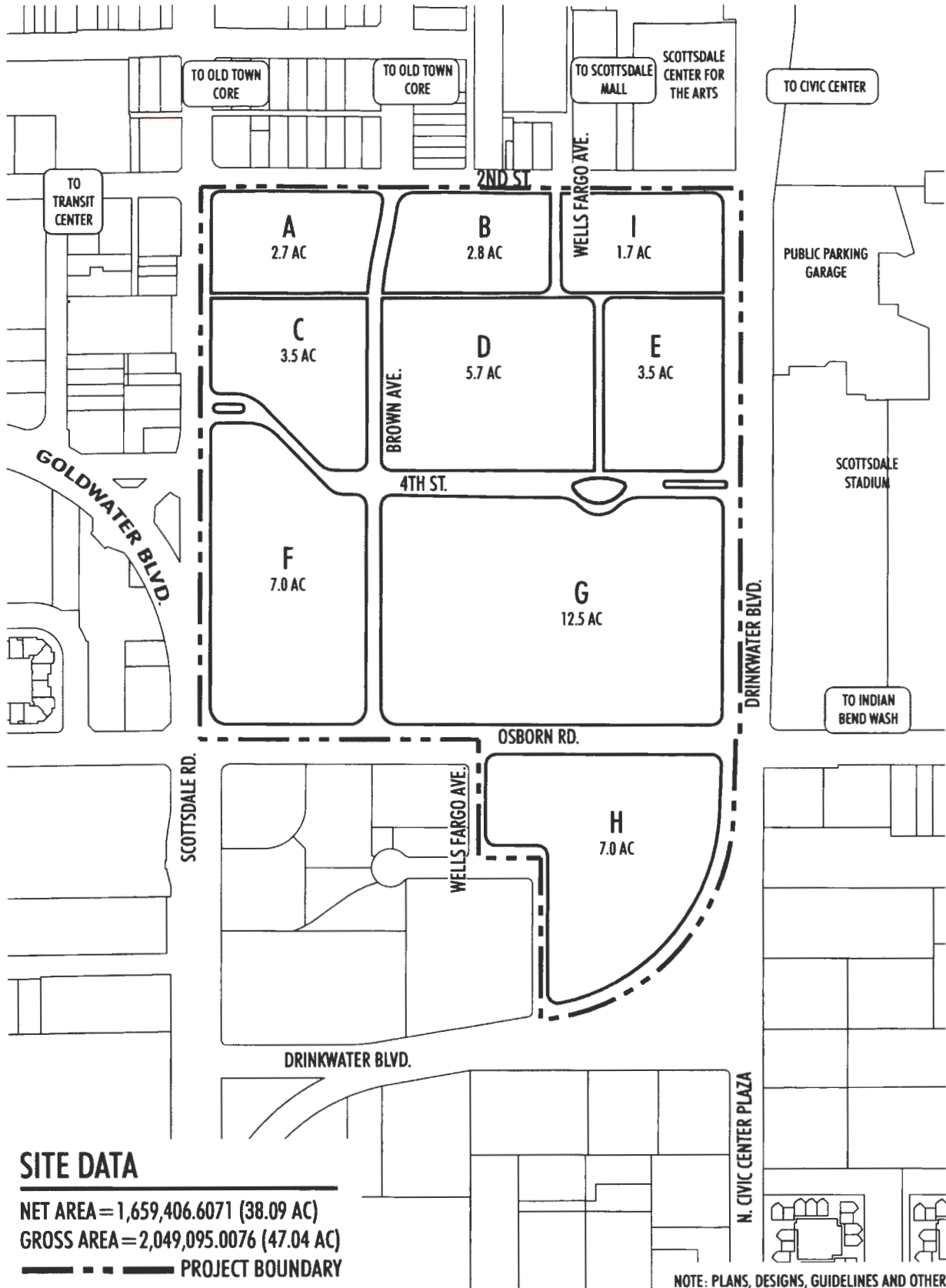
SCOTTSDALE HEALTHCARE
 104 NORTH WELLS FARGO AVE.
 SUITE C
 SCOTTSDALE, AZ 85251
 480.962.5349



LEA PROJECT NO.
20110021

DATE
04.23.2014

6 OF 6
 PERIMETER
 EXCEPTION PLAT
 SHC-OSBORN CAMPUS



SITE DATA

NET AREA = 1,659,406.6071 (38.09 AC)
 GROSS AREA = 2,049,095.0076 (47.04 AC)
 - - - - - PROJECT BOUNDARY



NOTE: PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATION BY SCOTTSDALE HEALTHCARE

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**Scottsdale Healthcare Osborn Medical Center
 DEVELOPMENT/SITE PLAN**

SCOTTSDALE A7

DATE: 5.18.09
 PROJECT NO: 0907
 DRAWN BY: CB/PK
 CHECKED: 08.21.13
 SCALE: 1" = 100' (-/-)
 PRELIMINARY NOT FOR CONSTRUCTION

1-PE-2013
 11/4/2013

ATTACHMENT #8