

(Troon Parcel)



## **City of Scottsdale, Arizona**

REQUEST FOR BIDS FOR THE SALE AT PUBLIC AUCTION  
OF A VACANT SINGLE FAMILY RESIDENTIAL LOT  
LOCATED AT 24301 N. ALMA SCHOOL RD., SCOTTSDALE, ARIZONA

**Issued by: Capital Projects Management Department  
City of Scottsdale, Arizona  
Date: March 18, 2016**

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The attachments to the Request are listed in a table of exhibits at the end of the Request.

**DISPOSAL OF CITY- OWNED REAL PROPERTY  
REQUEST FOR BIDS FOR THE SALE AT PUBLIC AUCTION  
OF A VACANT SINGLE FAMILY RESIDENTIAL LOT  
LOCATED AT 24301 N. ALMA SCHOOL RD.  
IN SCOTTSDALE, ARIZONA**

(Troon Parcel)

**I. INTRODUCTION**

1. Introduction. The City of Scottsdale ("City") issues this request for bids (the "Request") for the disposal of City-owned property as further described in this Request.

1.1 Contract. The highest and best bidder will contract to purchase City's entire interest in a certain property (the "Property") upon City Council approval. The submission of a bid (the "Bid") is the bidder's irrevocable offer to Purchase the Property on the terms described in this Request.

1.2 Nature and Location of Property. The Property is a vacant residential lot directly adjacent to Troon Village neighborhood with views of Troon Mountain and the McDowell Sonoran Preserve in North Scottsdale.

1.3 Deadline for Bids.

1.3.1 Live Bids will be received on the date and time of the auction as described in the Request.

1.3.2. Written Bids received by the City as described in 4.1.5 of the Request will be opened on the date and time of the live auction. Bidders that submit a responsive written Bid will not have the opportunity to increase the written Bid unless the Bidder OR the agent for the Bidder, (as described in 9.3) is present during the live auction.

1.3.2.1 Written Bids shall be submitted by mail or hand delivered, as described below. Any written Bids received after the dates listed in 4.1.5 will not be accepted.

1.3.2.1.1 Written Bids that are mailed must be sent via Certified Return Receipt Mail to the address in 1.4 and be received BY the City no later than the date listed in 4.1.5 (as evidenced by a signed certified receipt). The OUTSIDE of the envelope shall reference TROON PARCEL AUCTION. City is not responsible for any U.S. Mail OR city internal mail delays. Written Bids that are late, will NOT be accepted.

1.3.2.1.2 Hand delivered written Bids must be delivered to the address as described in 1.4 no later than the date listed in 4.1.5. The OUTSIDE of the envelope shall reference TROON PARCEL AUCTION.

1.4 Contacts. Bidders will address and deliver their Bids to City at the following address (the "Submittal Address"):

Maria Muiser  
Capital Project Management  
City of Scottsdale  
One Civic Center  
7447 E. Indian School Road, Suite 205  
Scottsdale, Arizona 85251  
(480) 312-7853  
[MMuiser@scottsdaleaz.gov](mailto:MMuiser@scottsdaleaz.gov)

1.5 Other Contacts. All other contacts and inquiries concerning this Request should be addressed in writing to the following address (the "Information Address"):

Joni Lindsey  
Capital Project Management  
City of Scottsdale  
One Civic Center  
7447 E. Indian School Road, Suite 205  
Scottsdale, Arizona 85251  
(480) 312-7848  
[JLindsey@scottsdaleaz.gov](mailto:JLindsey@scottsdaleaz.gov)

1.6 Request Internet Address. The Internet address for city's online distribution of this Request and information about this Request (the "Request Internet Site") is:

[www.scottsdaleaz.gov/purchasing/leases-concessions](http://www.scottsdaleaz.gov/purchasing/leases-concessions)

## **II. DESCRIPTION OF PROPERTY AND ENVIRONS**

2. Description of Property and Environs. City provides the following information, without warranty, about the Property and its environs:

2.1 Scottsdale Market. Regionally and nationally, Scottsdale has been recognized for over half a century as a special destination for visitors and residents. With a 20-minute access to Phoenix Sky Harbor International Airport and easy freeway access to the entire metropolitan area, Scottsdale occupies a unique place in the Greater Phoenix area. For instance, it is home to the Southwest's most successful regional mall, Scottsdale Fashion Square which is anchored by Nordstrom's, Macy's, Neiman Marcus, and Dillard's department stores, and it is the location of Old Town, a widely recognized Scottsdale shopping area designed to reflect the western heritage of the area. Each year the mall generates nearly two-thirds of a billion dollars in sales. Scottsdale serves local and regional customers as well as thousands of tourists and visitors.

2.1.2 Destinations in the area include Westworld (home of the internationally recognized Scottsdale Arabian Horseshow and Barrett Jackson Classic Car Auction), the Heard Museum, Chase Field in downtown Phoenix, the McDowell Sonoran Preserve with over 11,000 acres of protected desert lands (with 16,000 additional acres proposed for purchase), Mayo Clinic, and the Tournament Players Club (home of the Waste Management Open). Major regional entertainment venues, the Scottsdale Airport and

Scottsdale Airpark (the third largest employment center in the state), are within short distances. There is also excellent access to Scottsdale Community College and Arizona State University, each of which is about a ten minute drive from the Property.

2.1.3 The 101 Freeway (Pima Freeway), is approximately one-mile west of Alma School Road providing easy access to the Scottsdale Airpark's extensive business neighborhood and the East Valley communities of Tempe, Mesa, Chandler and Gilbert, and the rest of the metropolitan area.

2.2. Property Location. The Property is located immediately adjacent to Troon Village at the southwestern most corner of the community, but is not within Troon Village. Troon Village ("Village") is a master-planned golf community comprised of 12 sub-associations with approximately 1,300 home sites surrounding Troon Mountain. With slightly higher elevations at approximately 2,400 to 2,800 feet than the rest of the Valley, the location allows for cooler temperatures and spectacular views of nearby mountains.

2.2.1 Troon Village is home to Troon Country Club, one of Arizona's top-rated golf clubs, designed by Tom Weiskopf and Jay Morrish. The golf course is a certified Audubon Sanctuary, which means the course naturally integrates into the Sonoran Desert environment.

2.2.2. Additional information regarding Troon Village may be available from: <https://www.troonvillageassociation.com/>.

2.2.3. Additional information about the City of Scottsdale is available at: [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov).

2.3 Property Characteristics. The Property possesses the following characteristics that may be relevant to this Request:

2.3.1 Graphic depictions and drawings showing the general location and layout of the Property are attached hereto as **Exhibit "A"**. ("Property Graphics")

2.3.1.1 The Property is not located within or subject to the Troon Home Owners Association.

2.3.2 The Property is a vacant single family residential lot.

2.3.3 The Property is currently two parcels approximately 83,430 Square Feet in size.

2.3.3.1 The entire Property dimensions are approximately: 160 x 465 x 185 x 445 (lot is curved on north and west).

2.3.4 Existing utilities in the area include water, sewer, electric, phone, cable, and gas. Bidders are responsible to determine location, capacity and extension requirements and associated fees to accommodate any future Property changes or upgrades.

2.3.5 As a condition of the sale, the successful Bidder will be required to sign/execute an easement(s) for the existing City of Scottsdale utilities on the Property. A map depicting the general location of the easement(s) is provided as **Exhibit "E."**

("Required Easements Upon Sale") The form of easement and the legal descriptions will be provided at a later time, through an addenda to this Request.

2.3.6 The Property is served by paved access. The property is only accessible via southbound Alma School Road from Happy Valley Road, as most homes in the area are in gated communities and/or on cul-de-sac streets, which do not provide for pass through traffic to neighboring streets.

2.4 Property Regulatory Status. The Property is affected by the following regulatory issues that may be relevant to this Request:

2.4.1 Use of the Property is subject to City of Scottsdale codes, ordinances, policies and other rules. All bids will be subject to full regulatory review and approval processes.

2.4.2 The Property is zoned R1-43. This district is intended to promote and preserve residential development. Large lots are required to maintain a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto together with required recreational, religious and educational facilities.

2.4.3 The Property may be affected by the following City of Scottsdale zoning overlays:

2.4.3.1 The Environmentally Sensitive Lands Overlay (ESLO). The ESLO is a set of zoning regulations adopted by the City Council in 1991 (amended in 2001, 2003, 2004 and 2007), to guide development throughout the 134 square miles of desert and mountain areas of Scottsdale. These areas are located north and east of the Central Arizona Project canal. Prior to ESLO, some properties were established within the Hillside District. More information may be found at:

<http://www.scottsdaleaz.gov/Assets/ScottsdaleAZ/Codes+and+Ordinances/HillsideOrd.1081.pdf>

2.4.3.2 The ESLO affects the northern two-thirds of the community. North of the Central Arizona Canal there are requirements for providing open space on each parcel. Natural Area Open Space (NAOS) areas are either natural desert that has been undisturbed by development activity or where development has restored the desert terrain and vegetation to its natural condition. The amount of NAOS required to be set aside with each development is based upon two factors -- the landform area and land slopes.

2.4.3.3 The intent and purpose of the ESLO and the NAOS is to identify and protect environmentally sensitive lands in the City and to promote public health and safety by controlling development on these lands. The ordinance requires that a percentage of each property be permanently preserved as natural area open space and that specific environmental features, including vegetation, washes, mountain ridges and peaks, be protected from inappropriate development. The application of the ESLO (and its predecessor the Hillside Ordinance), has resulted in the preservation of over 9,000 acres of Sonoran Desert open space while protecting our citizens from potential flooding, erosion and visual blight. Additional information may be found here:

[ESLO Information Link: http://www.scottsdaleaz.gov/codes/eslo](http://www.scottsdaleaz.gov/codes/eslo)  
[NAOS Information Link: http://www.scottsdaleaz.gov/codes/eslo/naos](http://www.scottsdaleaz.gov/codes/eslo/naos)

2.4.4 The Property is reportedly in Federal Emergency Management Agency (“FEMA”) Zone X 0.2.

2.5 Property Ownership Status. The Property is affected by the following ownership status issues that may be relevant to this Request:

2.5.1 The Property consists of Assessor Parcel Numbers 217-02-915B and 217-02-916B as further described and attached hereto as **Exhibit “B”**. (“Legal Descriptions”)

2.5.2 The Property is subject to existing easements and any and all additional agreements, easements and any other matters as listed in the title commitment issued February 11, 2016 and attached hereto as **Exhibit “C”**. (“Title Commitment”)

2.5.3 Title to the Property is "as-is".

2.5.4 Additional information about the Property legal status may be available from the following sources:

2.5.4.1 The office of the Maricopa County Recorder and any other public records repositories.

2.5.4.2 [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov).

2.6 Property Background. In 1984, the Property was part of a 1,415 acre planned development owned by Desert Foothills Developers. The development plan included an 18-hole golf course, which required the use of treated and non-potable water to maintain the golf course areas.

The Developer constructed a storage reservoir on the Property to hold the treated wastewater (“Effluent”) that was delivered from a wastewater treatment plant (“Plant”) immediately to the North of the Property. The Plant was decommissioned in 1996 and the newly constructed Scottsdale Water Campus pumped Effluent to the storage reservoir until 2010.

In 2010, an alternative delivery method for the Effluent was created and the storage reservoir was removed and filled. A Phase One Environmental Assessment was completed in March of 2016. This report contains information regarding the historic use of the Property, the environmental assessment of the Property, and material and compaction data completed at the time the reservoir was filled **Exhibit “D.”** (“Phase I Report”)

2.7 Reliance. The Property is offered "as-is", as described in more detail elsewhere in this Request. Bidders must investigate and analyze Property information of every character, must form their own opinions as to its effect on the Property and must not rely on any information from City.

2.7.1 Bidders are responsible for inspecting the Property. Access to the property will be available between the hours of 8am to 6pm seven (7) days a week, starting on the Issue Request Date, through the End Inspection Period as defined in 4.1.

### III. CITY GOALS

3. City Goals. Bids should advance the following City goals:

3.1 Financial Goals. City has a goal to maximize the amount of money paid to City for the Property.

3.2 Bidder Qualification Goals. City has a goal to dispose of the Property to a Bidder who can and will pay for the Property and otherwise comply with this Request.

### IV. PROCESS

4. Process. This Request will be conducted in the following manner:

4.1 Timeline. This Request will be conducted according to the following schedule:

4.1.1	Issue Request	March 18, 2016
4.1.2	Begin Inspection Period	March 18, 2016
4.1.3	End Inspection Period	May 1, 2016
4.1.4	Deadline to submit written questions to the contact listed in 1.5	April 15, 2016 (by close of business)
4.1.5	Written Bid Submittal Deadline	April 29, 2016 (by close of business)
4.1.6	Public live auction at 10:00 a.m. (at 7447 E. Indian School Rd.)	May 4, 2016 (at 10:01am, Arizona Time)
4.1.6	Deadline for Bidder to submit statement required by 6.4.2.1 and 6.4.2.2 ( <b><i>if applicable</i></b> )	May 12, 2016
4.1.7	Action by city council	June 7, 2016 (Tentative)
4.1.8	Balance of Bid amount due	Not more than 30 days after the city council approval (Tentatively, July 7, 2016)
4.1.9	Delivery of deed	Upon receipt of the executed easements as defined in 2.3.5, and the

balance of the Bid amount

4.1.9.1 The balance of the Bid must be submitted in the form of a certified cashier's check or through a direct wire transfer payable to City issued by an FDIC insured institution with offices in Maricopa County AZ. Personal checks are not acceptable.

4.2 Pre-bid Meetings. No pre-bid meetings are anticipated.

4.3 Disqualification. City reserves the right to disqualify a bidder as follows:

4.3.1 The following are grounds for disqualification whether disclosed by the Bid submitted or any other information available to City, or otherwise:

4.3.1.1 Any real or apparent conflict of interest.

4.3.1.2 Failure to comply with this Request.

4.3.1.3 The bidder's record of non-performance of its obligations to City or any third party.

4.3.1.4 The bidder's apparent likely inability to perform as proposed.

4.3.1.5 Any other impropriety or weakness in the bidder or the Bid.

4.4 City's Sole Discretion. Bidders may be disqualified at the City's sole discretion.

4.5 Contract Effectiveness. City has made no promises to enter into any contract with any bidder. City is free to withdraw or modify this Request at any time for any reason or for no reason. Bidders proceed at their own risk as to any expenditures, commitments, forbearances, or other actions in anticipation of a possible contract with City. City will not be bound by any contract or other duty relating to this Request unless and until a final written contract is executed and delivered to the bidder by City's agent pursuant to a specific resolution formally approved by the City Council.

4.6 Addenda and Other Changes to this Request. City expressly reserves the right to:

4.6.1 Amend, modify or cancel this Request without incurring any contractual or other obligations. A formal written addendum is the only official method of modifying this Request. Each addendum shall be a part of this Request as if the addendum were set out here in its entirety. Addenda will be published at the Request Internet Site. Bidders are responsible to inform themselves about addenda. City shall not be responsible for oral or other informal interpretation, clarification or additional information given by any elected or appointed official, by any employee or by any other person or group purporting to speak for City.

4.6.2 Waive any defect or informality in any Bid or bid procedures.

4.6.3 Reject any or all Bids.

4.6.4 Issue a new Request.

4.6.5 Obtain or dispose of any property or services or pursue other aspect of the project by any other means.

4.7 Governing law. Any and all disputes arising under this Request or out of the Bids shall be governed according to the laws of the State of Arizona. The exclusive venue for any lawsuit related to the Proposal shall be in Maricopa County, Arizona.

4.8 Information from City and Others. While City has attempted to supply correct information in this Request, all information herein and all information the City may have heretofore provided or may yet provide, is provided entirely without warranty. All bidders should perform their own investigation of the project, and all other relevant information, and independently confirm for themselves any information provided by City. City is not responsible for any information that bidders may obtain from third parties, including without limitation, information from any source mentioned in this Request. City does not warrant that any information City or others may provide is accurate or complete. City also strongly recommends that bidders retain and seek advice from competent professional planners, engineers, attorneys and other advisors regarding this Request and the contract.

4.9 Indemnity. Each bidder shall hold harmless and indemnify City, its officers, employees, agents, and representatives against all losses, claims, actions, judgments, and all liability for injury to persons, including without limitation wrongful death and damage to property, occurring, related to, during, or in consequence of this Request or any Bid. Bidders release and shall have no rights, claims or remedies against City's officers, employees, agents or other representatives in connection with this Request or the contract.

4.10 Waiver of Objections. Persons interested in this Request waive objections as follows:

4.10.1 By submitting a Bid, each bidder agrees to be bound by this Request and unconditionally and irrevocably waives the following:

4.10.1.1 Any objection to the bid/Bid and contracting process as set out in or contemplated by this Request.

4.10.1.2 Any objection to the requirements or other provisions of this Request, including without limitation the submission requirements, the bid/Bid evaluation criteria, the selection process, and the contract.

4.10.1.3 Any objection to the manner in which the bid/Bid and contracting process has been carried out through the time the live and/or written bid/Bids are received and opened.

4.10.2 All other objections by bidders and all others (including without limitation those related to the proposed evaluation and recommendation process) are unconditionally and irrevocably waived if not raised at the earliest possible time.

4.10.3 Any objection not previously waived must be made at least 48 hours prior to City Council action (or, in the case of objections to matters occurring after that deadline, prior to City Council action).

4.10.4 All objections must be described in particular and delivered in writing with supporting evidence to the City at the address for submitting bid/Bids. Objections must be conspicuously and boldly marked "URGENT OBJECTION TO REQUEST FOR BIDS FOR "Troon Parcel". An additional copy marked in the same manner must be simultaneously delivered to:

City Attorney's Office  
City of Scottsdale  
3939 N. Drinkwater Boulevard  
Scottsdale, AZ 85253

4.10.5 Objections are also subject to all applicable claims processes. City does not waive any claims process.

## **V. BID EVALUATION FACTORS**

5. Bid Evaluation Factors. Bids will be evaluated and scored on the basis of non-competitive factors and competitive factors, as follows:

### 5.1 Non-competitive factors.

5.1.1 Bids will be individually scored as "Pass" or "Fail." A bid that receives a "Fail" score for anyone or more non-competitive factors will be eliminated from further consideration. For each non-competitive factor, bidders must show that the factor is met.

### 5.2 Competitive factors.

5.2.1 Factors that allow the bids to be ranked to determine how well each bid advances the City's goals.

## **VI. NON-COMPETITIVE FACTORS**

6. Non-competitive Factors. All Bids must comply with the following:

6.1 Request Compliance. The bidder must otherwise comply with this Request.

6.2 Form of Contract. The bidder will enter into a contract with City as follows:

6.2.1 The Property will be conveyed by a special warranty deed in the form attached hereto as **Exhibit "F"**. ("Special Warranty Deed")

6.2.2 The final deed will be prepared by the City Attorney's Office modified as necessary to incorporate the terms of the successful Bid.

6.2.3 Bidders should be prepared to accept the deed in its current form, however if Bidder elects to utilize an escrow process for the property transfer, the Bidder shall comply with the voluntary process (Escrow Process) as described in Section 9.4, Escrow Process Option.

6.2.4 The deed text shall control the relationship between City and the bidder selected. All bidders must read the deed in its entirety before submitting a bid. If the deed is inconsistent with anything in the remainder of this Request, then the deed shall control. Do not rely on this Request to explain the deed.

6.3 Affidavit. Bidders must submit a fully completed bid affidavit applicable to the type of bid submitted. **Exhibit "G1"** shall be submitted for written/sealed Bids and **Exhibit "G2"** shall be submitted to Bid at the live auction. ("Affidavit")

6.4 Affidavit Instructions. Affidavits shall be completed in accordance with the following instructions.

6.4.1 Regarding the bid Affidavit:

6.4.1.1 The agent mentioned in the signature lines and in the notary on page 3 is the corporate officer or other insider who has authority to represent the entity that will make the bid. This person will sign legal documents on behalf of the entity that makes the Bid.

6.4.1.2 The agent mentioned in paragraph 9 is the hired outside real estate agent who is assisting the entity that submits the Bid, but will not sign the affidavit or other legal documents on behalf of the entity that submits the Bid.

6.4.1.3 At the auction, the city will treat either named agent as having authority to act for the entity that submits the Bid. So far as the city is concerned, either agent acting alone has authority to act for the entity that submits the Bid.

6.4.2 Regarding a Bid that lists the buyer as "ABC, Inc. or nominee":

6.4.2.1 Bids made in the name of "ABC, Inc. or nominee" shall not be accepted. However, the city will grant a limited right for each bidder (including backup bidders) to designate another person or entity to perform under the Bid and receive title to the property. The person designated must own, be owned by, or be under common ownership or control with the bidder. Bidders desiring to use that right shall submit a statement as shown in 6.4.2.1.1 to the city no later than May 12, 2016.

6.4.2.1.1 "I represent ABC, Inc. with respect to its Bid submitted in response to the City of Scottsdale's Request for the Troon Parcel. ABC, Inc., designates XYZ LLC to perform under the Bid and receive title to the property. [Date of

designation.] [Signature by agent for the bidder.] [Signature by agent for the entity designated.]”

6.5 Bidder's Due Diligence. All title or interests conveyed by City to the bidder shall be conveyed in an "as is" condition, with no warranty, express or implied. Without limitation, City makes no warranties as to past, existing or potential costs, needs, opportunities or challenges, obvious or latent, regarding any of the following (all of which together are the "Due Diligence Matters"): liens, encroachments, easements and all other title matters; zoning and building permits, clearances, status and other regulatory matters; physical, environmental, safety, contamination and other conditions; economic, physical or other developability or feasibility; construction, maintenance, repair, operation or other work; soil, geology, flooding, earthquake, fire or other hazards; prior, present or future uses or history of the Property or nearby property; taxes, assessments, common area charges or other burdens; insurance, warranties, contracts, plans or other contracts or documents; the requirements, conduct, documents or other aspects of this Request; and all other faults or defects of any description about the Property or its environs, information about the Property or its environs, this Request and the transactions contemplated herein. Before bidding, each bidder shall inspect and investigate the Property and its environs and obtain such information and professional advice as the bidder determined to be necessary related to the Due Diligence Matters. Bidders at their own expense shall investigate and determine the suitability of the Property and the Due Diligence Matters for the bidder's use for the Property. If the Due Diligence Matters are not in all respects entirely suitable for the use or uses to which any bidder now or hereafter plans or desires to put the Property, then it is the bidder's sole responsibility and obligation to take such action as may be necessary to place the Property in a condition entirely suitable for its development and use.

## **VII. COMPETITIVE FACTORS**

7. Competitive Factors. Bids will be ranked according to the following criteria:

7.1 Bid Amount. The highest Bid amount shall prevail over all other Bid amounts.

7.2 Conduct of Auction. The auction shall be conducted as follows:

7.2.1 The auction process, minimum bid intervals, form of bids, and other auction details will be explained at the beginning of the auction. City may also elect to make auction information available at the Request Internet Site. The auction details are subject to change at the auction.

7.2.2 If more than one bidder makes an opening bid, then the bidders who made opening bids shall make additional bids and continue making bids until a highest Bid is determined. Bidders electing to submit a written/sealed bid may do so, however in order to increase the Bid, the Bidder or the Agent, as described in section 9.3 below, must be present to do so.

7.2.3 Unless otherwise announced at the auction, bids may be raised by minimum increments of \$1,000.

## VIII. BID SUBMITTAL

8. Bids. Each timely Bid must meet the following minimum requirements in order to be considered responsive. A bid will be considered responsive if the following requirements are met in accordance with this Request:

8.1 A Minimum Bid. In an amount no less than \$250,000. (the "Minimum Bid").

8.2 A Bid Deposit. Each Bid must include a Bid deposit as follows:

8.2.1 The amount of the Bid deposit is \$5,000.

8.2.2 The deposit must be submitted in the form of a certified cashier's check payable to the City of Scottsdale issued by an FDIC insured institution with offices in Maricopa County AZ. Personal checks are not acceptable.

8.3 A fully completed Bid Affidavit.

8.4 Each bidder who submits a fully completed Affidavit and a Bid Deposit shall be deemed to have placed an opening bid at the Minimum Amount. If more than one bidder makes an opening bid and no further bids are made, then one of the opening bids selected by chance shall be deemed to be increased by \$1,000.

## IX. CONTRACT AWARD

9. Contract. If a contract is awarded, then it shall be awarded as follows:

9.1 Offers. Each Bid continues to be an irrevocable offer as follows:

9.1.1 Each Bid shall be effective until the earlier of:

9.1.1.1 City conveys the Property pursuant to this Request.

9.1.1.2 Ninety days after the auction.

9.1.2 The Bid deposit secures the bidder's timely, faithful and complete performance of all of the bidder's obligations related to this Request. Without limitation, City shall retain the Bid deposit of the successful bidder as liquidated damages if the bidder fails or refuses to purchase the Property or otherwise fails to comply with this Request.

9.1.3 City shall return Bid deposits provided by unsuccessful bidders no later than two (2) business days after the auction. Return of a Bid deposit does not terminate a Bid. If it appears that a Bid has become successful after a Bid deposit is returned (e.g., due to default by the successful bidder), then the next highest bidder shall pay his Bid deposit to City again upon City's request.

9.2 Deed Delivery. The following shall apply at the time of deed delivery:

9.2.1 City intends to terminate any existing utility, trash removal, and similar contracts for the property at the time of sale.

9.2.2 As described in 2.3.5 the Bidder will be required to sign/execute easement(s) for the existing City of Scottsdale utilities on the Property which will be recorded immediately after the deed is recorded.

9.3 Broker Participation. City welcomes licensed real estate brokers and agents (collectively "Agents") to participate as follows:

9.3.1 Bidders who choose to engage an Agent may choose to participate in the following process (the "Commission Payment Process"):

9.3.2 In the Affidavit the bidder shall:

9.3.2.1 Identify the Agent and provide contact information for the Agent.

9.3.2.2 Indicate an amount (**the "Buyer Commission"**) that the Bidder will pay to the City in addition to, the Bid amount (the "Purchase Price") that the Bidder bids. The amount of the Buyer's Commission shall be a flat fee or a percentage of the Bid amount.

9.3.3 The Bidder shall pay the Buyer's Commission to City at the time the Bidder pays to the City the balance of the complete Purchase Price.

9.3.4 Within seven (7) days after City conveys the Property to the Bidder, the City or if applicable, the Escrow Agent, shall deliver the Buyer's Commission to the Agent.

9.3.5 *City is offering the Commission Payment Process only as an accommodation to the bidder and Agent. City has no liability or responsibility for the Buyer's Commission.* City is not a party to or bound by any contract or other affairs between the bidder and Agent. City may elect to absolve itself from any and all liability or responsibility of every description related to the Buyer's Commission by forwarding the Buyer's Commission to a court or other neutral third party to be held until any questions about disposition of the Buyer's Commission are resolved. The bidder and Agent shall jointly indemnify, defend and hold harmless City against all damages, expenses, claims, litigation costs, attorney's fees and other costs or amounts arising from the Buyer's Commission or related to the Buyer's Commission or the Commission Payment Process.

9.3.6 Bidders are not required to engage an Agent. Bidders who choose to engage an Agent may choose not to participate in the Commission Payment Process.

9.4 Escrow Process Option. Bidder may, but is not required to utilize an escrow process (**the "Escrow Process"**) to facilitate the bidder's purchase of the Property however, if Bidder chooses to utilize the Escrow Process, the following shall apply:

9.4.1 The Chicago Title Insurance Company (**the "Escrow Agent"**) located at Suite 100, 6710 N. Scottsdale Road, Scottsdale AZ 85253, shall be the only Escrow Agent permitted for the Escrow Process for this Request.

9.4.2. Bidders who choose to participate in the Escrow Process through the Escrow Agent, shall pay all costs (the “Escrow Fees”) for the Escrow Process and shall acknowledge such in the Affidavit.

9.4.3 In the Affidavit the bidder shall:

9.4.3.1 Indicate if the Escrow Option Process will be exercised by checking the appropriate box.

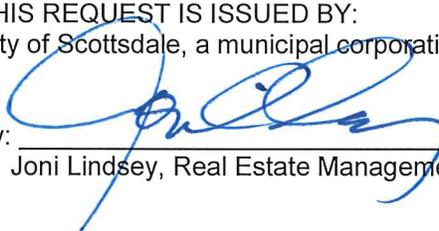
9.4.3.2 Acknowledge the Bidder’s understanding of the Escrow Process as outlined in Section 9.4.

9.4.3.3 Acknowledge that the bidder shall pay all Escrow Fees at the time the Bidder pays to the City the rest of the complete Purchase Price.

9.4.4 *City is offering the Escrow Process only as an accommodation to the Bidder. City is under no obligation and does not intend to provide any title insurance in connection with this property disposal. City has no liability or responsibility for payment whatsoever for the Escrow Process and/or to the Escrow Fees. City is not a party to or bound by any contract or other affairs between the Bidder and Escrow Agent. The Bidder and Escrow Agent shall jointly indemnify, defend and hold harmless City against all damages, expenses, claims, litigation costs, attorney’s fees and other costs or amounts arising from the Escrow Process Option, Escrow Agent and/or any Escrow Fees related to this Request.*

9.4.5 Bidders are not required to participate in the Escrow Process Option. Bidders who choose to engage the Escrow Process Option do so at their sole cost and expense. City has no obligation whatsoever for any costs and/or fees related whatsoever to the purchase of the Property.

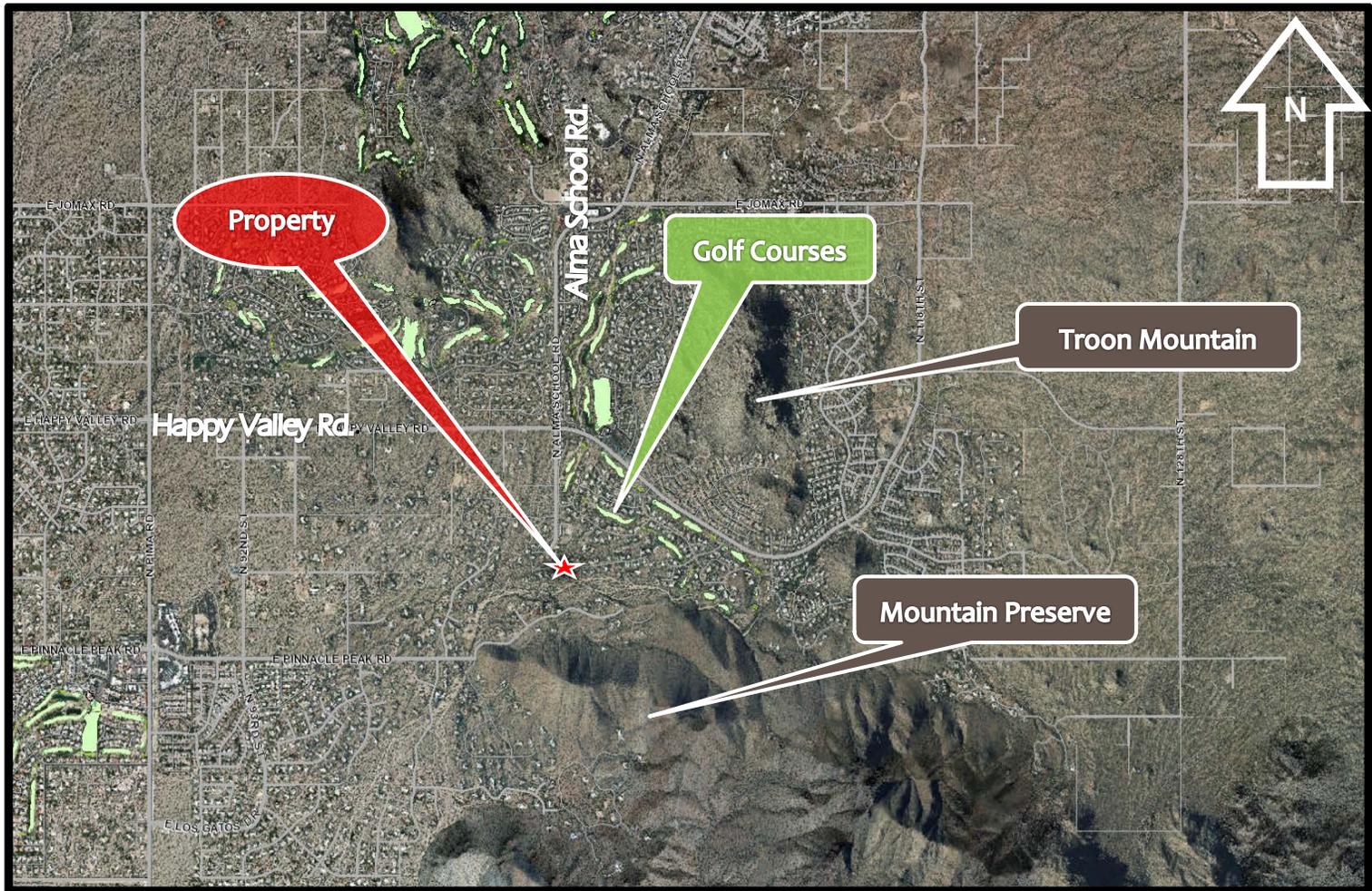
THIS REQUEST IS ISSUED BY:  
City of Scottsdale, a municipal corporation

By:   
\_\_\_\_\_  
Joni Lindsey, Real Estate Management Specialist

## Table of Exhibits

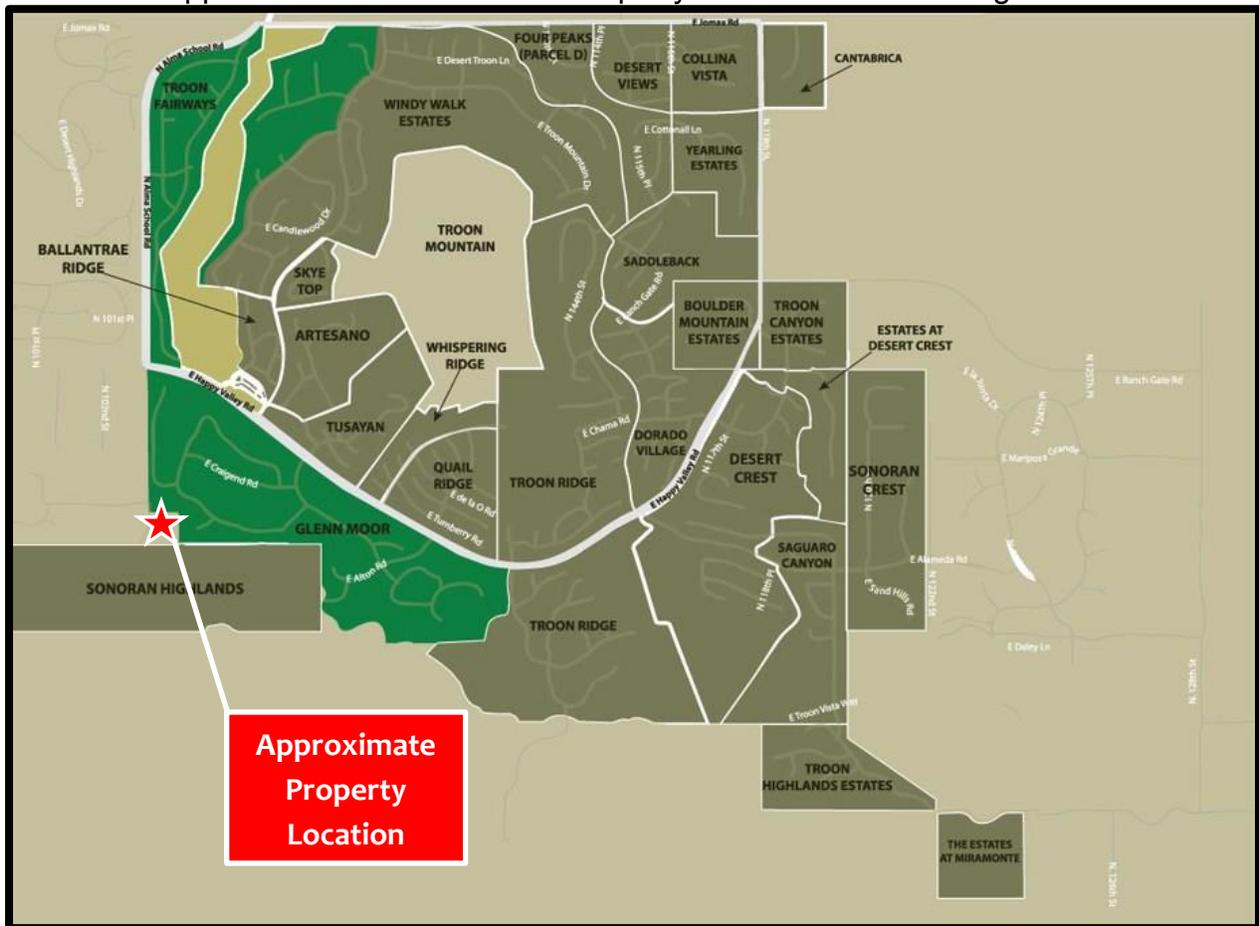
<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	2.3.1	Property Graphics
B	2.5.1	Legal Descriptions
C	2.5.2	Title Commitment
D	2.6	Phase I Report
E	2.3.5	Required Easements Upon Sale
F	6.2.1	Special Warranty Deed
G-1	6.3	Written/Sealed Bid Affidavit
G-2	6.3	Live Auction Affidavit

**PROPERTY GRAPHICS**



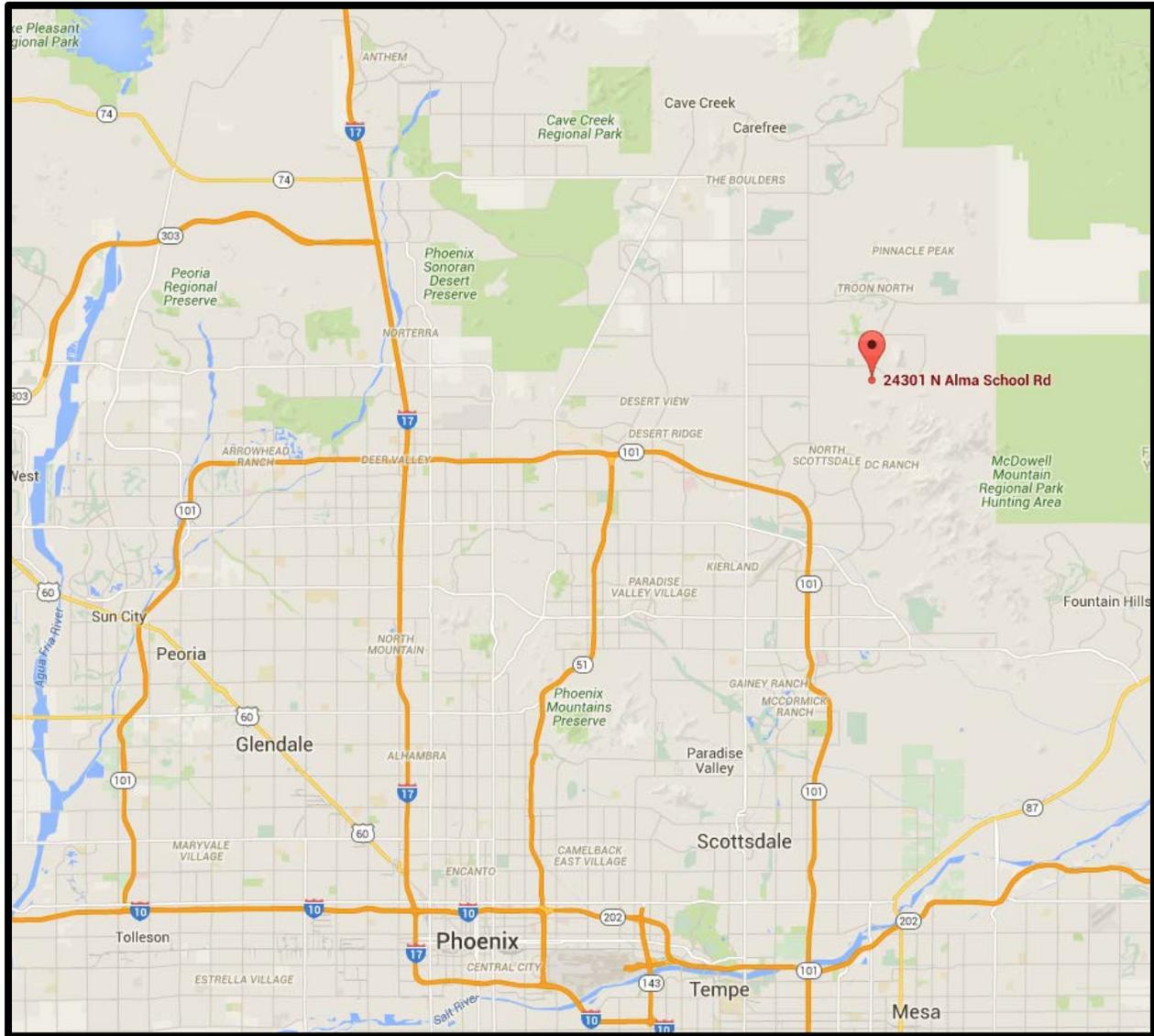
# PROPERTY GRAPHICS

Approximate Location of the Property within the Troon Village Area



# PROPERTY GRAPHICS

## Metropolitan Area - Proximity





## LEGAL DESCRIPTIONS

### LEGAL DESCRIPTION – PARCEL 1

#### **PARCEL NO. 1**

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN WARRANTY DEED, DOCKET 1988-480097 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

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THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 36.97 FEET;

THENCE NORTH 54 DEGREES 39 MINUTES 46 SECONDS EAST 33.41 FEET TO A POINT OF NON-TANGENT CURVATURE, CONCAVE TO THE SOUTH, WHOSE CENTER BEARS SOUTH 20 DEGREES 28 MINUTES 11 SECONDS EAST A RADIUS OF 185.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 65.75 FEET THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 53 SECONDS TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 3.16 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN 12 FOOT WATER LINE EASEMENT DESCRIBED AND RECORDED IN DOCKET 1986-217117 OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 183.87;

THENCE NORTH 72 DEGREES 56 MINUTES 06 SECONDS EAST 49.89 FEET;

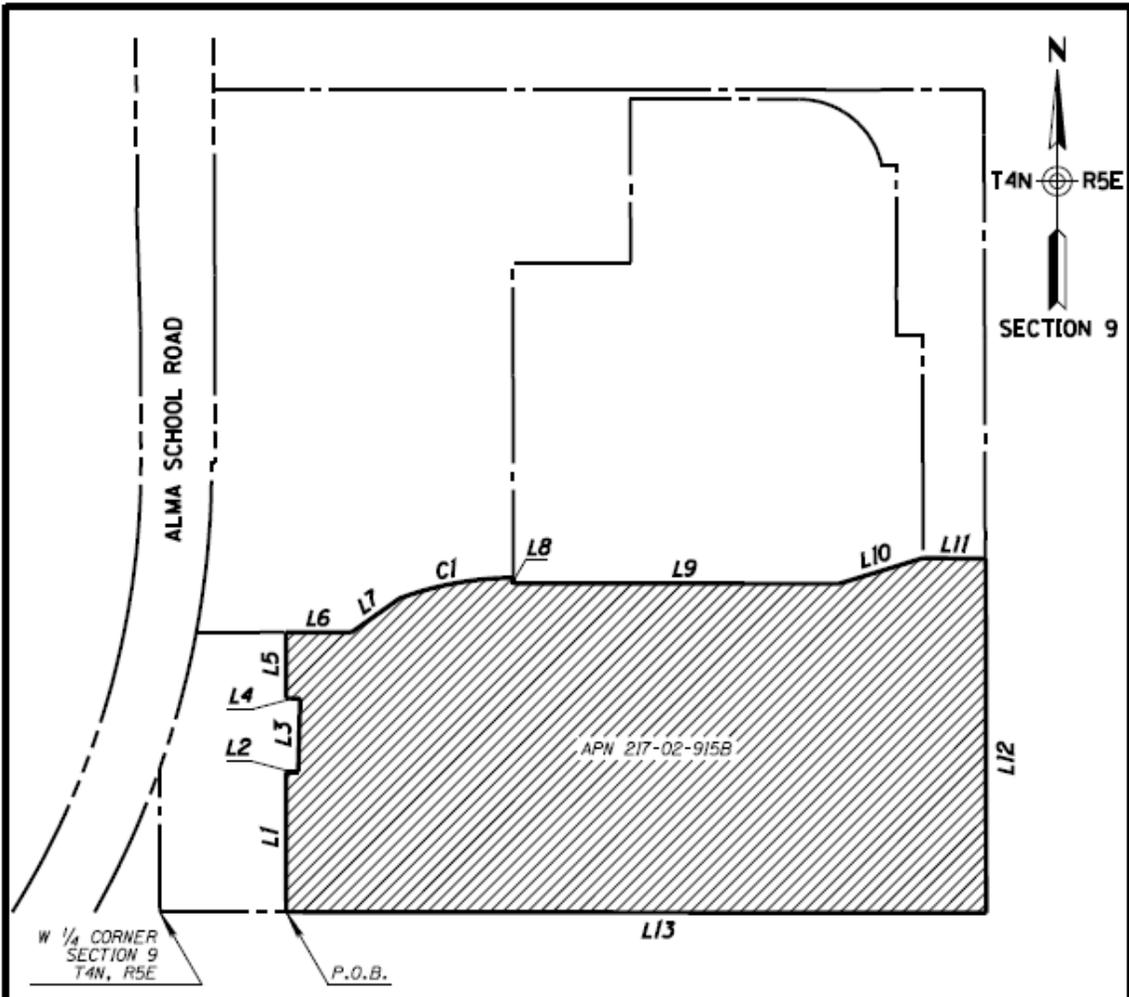
THENCE SOUTH 89 DEGREES 18 MINUTES 09 SECONDS EAST 35.01 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL, DOCKET 1988-480097;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 201.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, DOCKET 1988-480097; THENCE NORTH 89 DEGREES 56 MINUTES 16 SECONDS WEST 395.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.67 ACRES (72,759.91 +/- SQ.FT.)

PLOT DATE: 2/22/2016 08:59:30 AM

DESIGN FILE: ...\\Mer3a\Troon\160217Troon.dgn



LINE TABLE					
LINE	BEARING	DIST.	LINE	BEARING	DIST.
L1	N00°06'18"W	79.57	L8	S00°06'18"E	3.16
L2	S89°56'19"E	6.80	L9	S89°56'19"E	183.87
L3	N01°37'05"E	41.81	L10	N72°56'06"E	49.89
L4	N89°56'19"W	8.02	L11	S89°18'09"E	35.01
L5	N00°06'18"W	37.38	L12	S00°06'18"E	201.00
L6	S89°56'19"E	36.97	L13	N89°56'16"W	395.27
L7	N54°39'46"E	33.41			

**LEGEND**

PARCEL AREA

PARCEL AREA 1.67 ACRES (72,759.91± SQ.FT.)

Curve Data Table				
NO.	RAD	DELTA	LEN.	RAD. BRG.
C1	185.00	20°21'53"	65.75	S20°28'11"E

<b>PARCEL NO. 1</b>				
PROJECT TITLE <b>TROON PARCEL DISPOSAL</b>				
DIST. M.M.	DRAWN	DATE	SCALE	SHT.
CPM	RAH	02/16	NTS	1 of 1



## LEGAL DESCRIPTIONS

### LEGAL DESCRIPTION - PARCEL 2

#### PARCEL NO. 2

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN SPECIAL WARRANTY DEED, DOCKET 1996-034505 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL IN DOCKET 1996-034505, BEING ALSO THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 71.42 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED, DOCKET 1988-480097;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 50.51 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 79 DEGREES 23 MINUTES 35 SECONDS EAST;

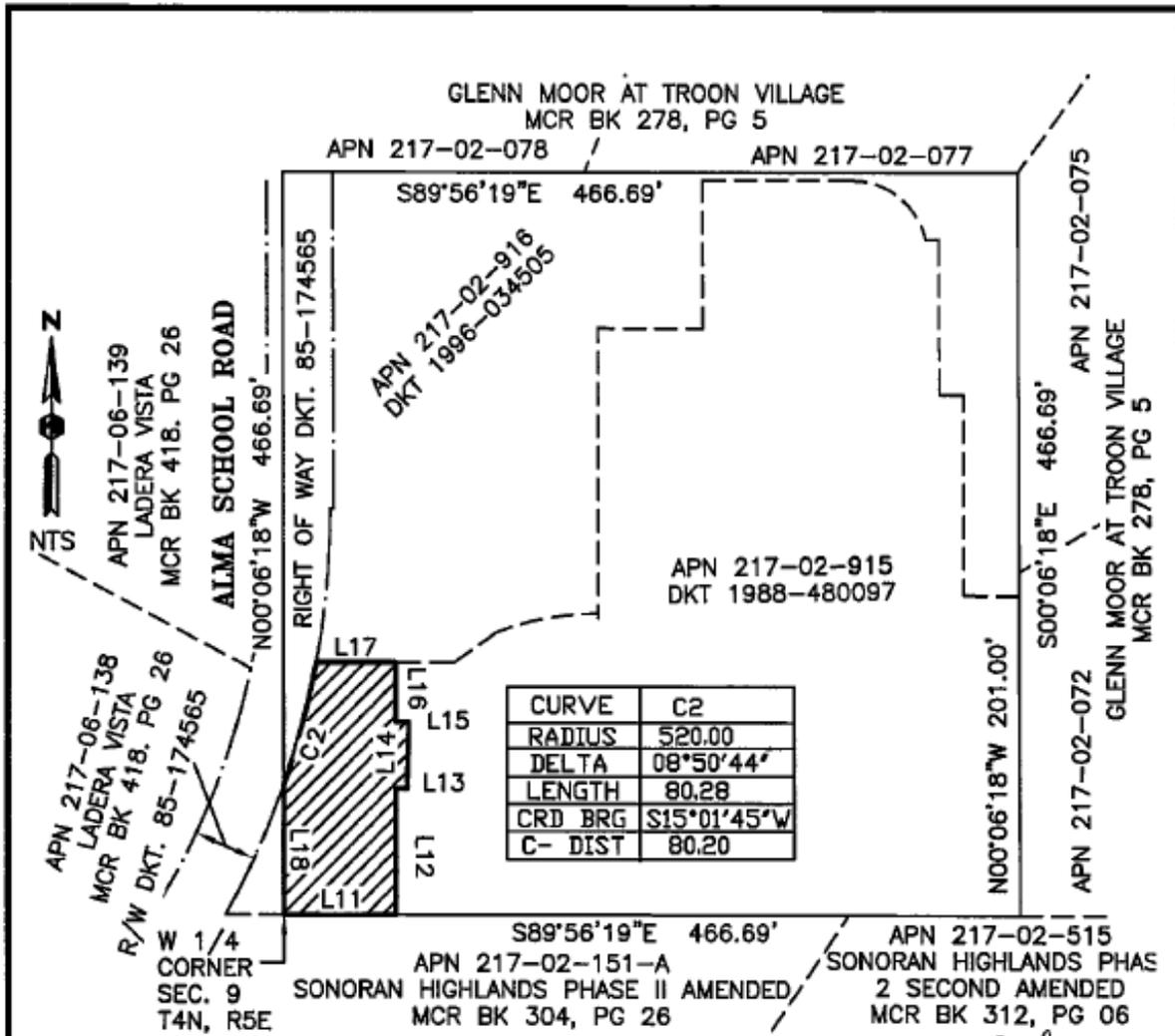
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 50 MINUTES 44 SECONDS AN ARC DISTANCE OF 80.28 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 9 AND ALSO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCKET 1996-034505, SAID ARC IS SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 01 MINUTES 45 SECONDS WEST 80.20 FEET;

THENCE ALONG SAID WEST LINE OF SECTION 9, SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 81.27 FEET TO THE POINT OF COMMENCEMENT OF THIS DESCRIPTION; SAID PARCEL CONTAINS 0.2469 ACRES (10,755 ± SQ.FT.)

#### EXHIBIT "B"

Request for Bids

Page 3 of 4



PLANNING - CIVIL ENGINEERING - SURVEYING  
**LEMME ENGINEERING INC.**  
 3808 WEST BETHANY HOME ROAD  
 PHOENIX, ARIZONA 85019  
 PHONE (602) 841-6904 FAX (602) 841-6351



W.O. 09-509      DATE 06-03-10      SHEET 1 OF 1

ACQUISITIONS	
<input type="checkbox"/>	REQUIRED RIGHT-OF-WAY
<input type="checkbox"/>	TEMP CONSTR EASEMENT
<input type="checkbox"/>	DRAINAGE EASEMENT
<input type="checkbox"/>	PUBLIC UTILITY EASEMENT
<input type="checkbox"/>	OTHER

PROJECT	
TROON PARCEL DISPOSAL	
PROJECT NO.	
OWNER	
BY: MPS	DATE: 06-03-10   SHT 3 OF 3



**Chicago Title Insurance Company**

# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Chicago Title Insurance Company**

**Chicago Title Insurance Company**, a Nebraska corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, **Chicago Title Insurance Company** has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

*Natalie Bombardieri*

By: \_\_\_\_\_  
Authorized Signature



By:

*Randy Quirk*

\_\_\_\_\_  
Randy Quirk, President

Attest:

*Michael Gravelle*

\_\_\_\_\_  
Michael Gravelle, Secretary

TITLE COMMITMENT

**Chicago Title Agency, Inc.**  
6710 N. Scottsdale Road, Suite 100  
Scottsdale, AZ 85253

**SCHEDULE A**

Title Officer: **Sean Barragan**  
Escrow Officer: **Rose Norton**

Order No.: **C1601347-349-RN**  
Reference No.:

1. Effective Date: **February 11, 2016** at 7:30 a.m., Amendment Date: **March 9, 2016**, Amendment No.: **1/SMB**
2. Policy or Policies to be issued: Amount of Insurance:  

<b>ALTA Standard Owners Policy (6-16-06)</b>	<b>\$0.00</b>
Proposed Insured:	
<b>TO BE DETERMINED</b>	
<b>None</b>	<b>\$0.00</b>
Proposed Insured:	
<b>None</b>	<b>\$0.00</b>
Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
**A FEE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**The City of Scottsdale, a municipal corporation**
5. The land referred to in this commitment is described as follows:  
**See Exhibit A attached hereto and by reference made a part hereof.**



**EXHIBIT A****LEGAL DESCRIPTION**

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

**PARCEL NO. 1:**

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN WARRANTY DEED, RECORDING NO. [1988-480097](#) OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

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THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 36.97;

THENCE NORTH 54 DEGREES 39 MINUTES 16 SECONDS 33.41 FEET TO A POINT OF NON-TANGENT CURVATURE, CONCAVE TO THE SOUTH, WHOSE CENTER BEARS SOUTH 20 DEGREES 28 MINUTES 11 SECONDS EAST A RADIUS OF 185.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE 65.75 FEET THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 53 SECONDS TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 3.16 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN 12 FOOT WATER LINE EASEMENT DESCRIBED AND RECORDED IN RECORDING NO. [1986-217117](#) OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 183.87;

THENCE NORTH 72 DEGREES 56 MINUTES 06 SECONDS EAST 49.89 FEET;



**EXHIBIT A**  
(Continued)

THENCE SOUTH 89 DEGREES 18 MINUTES 09 SECONDS EAST 35.01 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL, RECORDING NO. [1988-480097](#);

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 201.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, RECORDING NO. [1988-480097](#); THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 395.27 FEET TO THE POINT OF BEGINNING.

**PARCEL NO. 2:**

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN SPECIAL WARRANTY DEED, RECORDING NO. [1996-034505](#) OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**EXHIBIT A**  
**(Continued)**

[APN: 217-02-915B](#), 217-02-916B



**SCHEDULE B – Section I**  
**REQUIREMENTS**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. The name(s) of the proposed insured(s) was not furnished with the application for title insurance. Please provide the name(s) of the buyer(s) as soon as possible.

The Company reserves the right to add additional items or make further requirements after review of the requested information.

6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

7. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.
8. Furnish for recordation a deed as set forth below:

Type of deed:	Warranty
Grantor(s):	The City of Scottsdale, a municipal corporation
Grantee(s):	TO COME

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year:	2015
<u>Tax Parcel No:</u>	<u>217-02-915B</u>
Total Tax:	\$EXEMPT

Year:	2015
<u>Tax Parcel No:</u>	<u>217-02-916B</u>
Total Tax:	\$EXEMPT

**END OF SCHEDULE B – SECTION I**



**SCHEDULE B – SECTION II****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
2. Taxes which may be assessed or levied subsequent to the effective date herein, and subsequent years. Tax Identification No.: 217-02-915B and 916B
3. Intentionally Deleted
4. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way abandoned by resolution or ordinance.

Recording Date: January 21, 1985  
 Recording No: 85-027311  
 (Affects Parcel 2)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: underground utility  
 Recording Date: July 26, 1985  
 Recording No: 85-348218  
 (Affects Parcel 2)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: water lines  
 Recording Date: May 2, 1986  
 Recording No: 86-217117  
 (Affects Parcel 1)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric lines  
 Recording Date: January 14, 1987  
 Recording No: 87-024111  
 (Affects all)



**SCHEDULE B – Section II**  
**(Continued)**

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: underground utility  
Recording Date: January 26, 1987  
Recording No: [87-046891](#)  
(Affects Parcel 2)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: public utility  
Recording Date: May 22, 1996  
Recording No: [96-0356252](#)  
(Affects all)

10. A Notice

Entitled: Notice of Voluntary Environmental Mitigation Use Restriction by Owners  
Recording Date: October 16, 1998  
Recording No: [98-0926558](#)  
(Affects all)

Reference is hereby made to said document for full particulars.

11. Terms and conditions contained in City of Scottsdale Utility Easement for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: construct, operate and maintain water lines, electric lines and any appurtenant facilities  
Recording Date: September 28, 2010  
Recording No: [20100836818](#)  
(Affects all)

**END OF SCHEDULE B – SECTION II**



**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



**Chicago Title Agency, Inc.****DISCLOSURE NOTICES****Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

**PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

**NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

1. Print must be ten-point type (pica) or larger.
2. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

**NOTICE:**

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.



TITLE COMMITMENT  
**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

**How Information is Collected**

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

**Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at <http://www.youonlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

**Use of Personal Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

**When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

## TITLE COMMITMENT

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

### Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

## TITLE COMMITMENT

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

### **FNF Compliance with California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

### **Your Consent To This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: MAY 1, 2015

TITLE COMMITMENT

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)**  
**EXCLUSIONS**

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

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

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

- a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

- c. that result in no loss to You; or

- d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)**  
**EXCLUSIONS**

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

- |  |   |
|--|---|
| <p>1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:</p> <ol style="list-style-type: none"> <li>a. building;</li> <li>b. zoning;</li> <li>c. land use;</li> <li>d. improvements on the Land;</li> <li>e. land division; and</li> <li>f. environmental protection.</li> </ol> <p>This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.</p> <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.</p> | <p>3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.</p> <p>4. Risks:</p> <ol style="list-style-type: none"> <li>a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;</li> <li>b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;</li> <li>c. that result in no loss to You; or</li> <li>d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.</li> </ol> <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ol style="list-style-type: none"> <li>a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and</li> <li>b. in streets, alleys, or waterways that touch the Land.</li> </ol> |
|--|---|

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

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

**REPORT ON PHASE I ENVIRONMENTAL  
SITE ASSESSMENT**

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**DESIGNATION:** Two Acres of Vacant Land

**LOCATION:** South of Happy Valley Road and on the East Side of Alma School Road in Scottsdale, Arizona

**CLIENT:** City of Scottsdale

**PROJECT NO:** 160268EA

**DATE:** March 10, 2016

**AAI DATE:** February 13, 2016



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## 1.0 INTRODUCTION

This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted on the subject Property identified as Two Acres of Vacant Land located south of Happy Valley Road and on the east side of Alma School Road in Scottsdale, Arizona. The work was authorized by Ms. Maria Muiser of the City of Scottsdale and was performed in accordance with our Proposal No. 56361E dated February 8, 2016.

### 1.1 Purpose and Scope of Report

This ESA report is conducted in conformance with ASTM Standard Practice E 1527-13 (herein denoted ASTM 1527) dated November 2013 to reflect a commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. Per ASTM 1527, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the “landowner liability protections,” or “LLPs”): that is, the practice that constitutes “all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice” as defined at 42 U.S.C. §9601(35)(B).

In defining a standard of good commercial and customary practice for conducting an environmental site assessment of a parcel of property, the goal of the process established by this practice is to identify, to the extent feasible pursuant to ASTM 1527, *Recognized Environmental Conditions* (RECs) in connection with the Property. The term REC is defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a Property due to any release to the environment under conditions indicative of a release to the environment under conditions that pose a material threat of a future release to the environment. A *de minimis* condition is defined as a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A *Controlled Recognized Environmental Condition* (CREC) is defined as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls. A *Historical Recognized Environmental Condition* (HREC) is defined as a past release of hazardous substances or petroleum products that has occurred in connection with the Property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the Property to any required controls (for example, Property use restrictions, activity and

use limitations, institutional controls, or engineering controls). *De minimis* conditions are not RECs or CRECs (ASTM).

The scope of work for the assessment is in accordance with our above noted proposal and ASTM 1527 and included the following:

- ◆ All services were performed by an environmental professional under the direction of a professional engineer, geologist and/or certified remediation specialist registered in the state of Arizona.
- ◆ Interviews (in person, by telephone or in writing) were attempted with owners, occupants, key site managers, and local government officials, as reasonable, regarding RECs on the Property.
- ◆ ASTM Federal and State Standard Environmental Record Sources as well as selected additional local Environmental Record Sources, were reviewed (when reasonably ascertainable and to limits equal to or exceeding the minimum ASTM search distances) regarding RECs on the Property.
- ◆ Standard Historical Sources were reviewed as reasonably ascertainable to develop a history of the previous uses of the Property and surrounding area in order to identify those uses, which may have led to RECs in connection with the Property.
- ◆ A site reconnaissance of the Property was conducted including a site visit to visually and physically observe the general physical site setting, as well as the site components and structures for current and past Property uses and conditions (so far as these uses and conditions are observable). Additionally, current and past uses of adjoining sites were identified to the extent that these uses were observable during the on-site visit.
- ◆ This final report was written to describe indications of RECs observed during this assessment, our professional opinion thereto, and any recommendations for further investigation, as needed.

The scope of work for our Phase I ESA is based on the items identified herein which follow the general requirements set forth in ASTM Practice E 1527 and the EPA Standards and Practices for AAI Rule, 40 CFR 312. This scope does not address whether requirements in addition to all appropriate inquiries have been met in order to qualify for the LLPs. This scope of work also does not address requirements of any state or local laws or of any federal laws other than the all appropriate inquiries provisions of the LLPs. The scope of work does not include, unless otherwise stated/included herein, chemical analyses of site soils, air or

groundwater, or vapor intrusion. Further, the scope also does not include inquiry into other issues such as wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, high voltage power lines, asbestos-containing building materials, radon, lead-based paint, lead in drinking water, biological agents, and mold (considered by the ASTM Standard to be Business Environmental Risks and outside the standard scope of the ASTM practice). It should also be noted that this list of non-scope considerations is not intended to be all-inclusive. Some substances may be present on a property in quantities and under conditions that may lead to contamination of the property or of nearby properties but are not included in CERCLA's definition of hazardous substances (42 U.S.C. §9601(14)) or do not otherwise present potential CERCLA liability.

This report included the items listed in the *Shelf Life of AAI Documents*, which specifies that all appropriate inquiries must be conducted within a one-year period prior to the date a property is acquired. The Environmental Protection Agency (EPA) has defined the acquisition date to be the date on which the property title is transferred. To ensure full coverage under the AAI rule, a valid ESA report must be completed within a 12-month period prior to transfer of title. The AAI date included on the cover of this report indicates the earliest date that research was performed for the different components of this project.

## **1.2 Property Background**

### **1.2.1 Property Location**

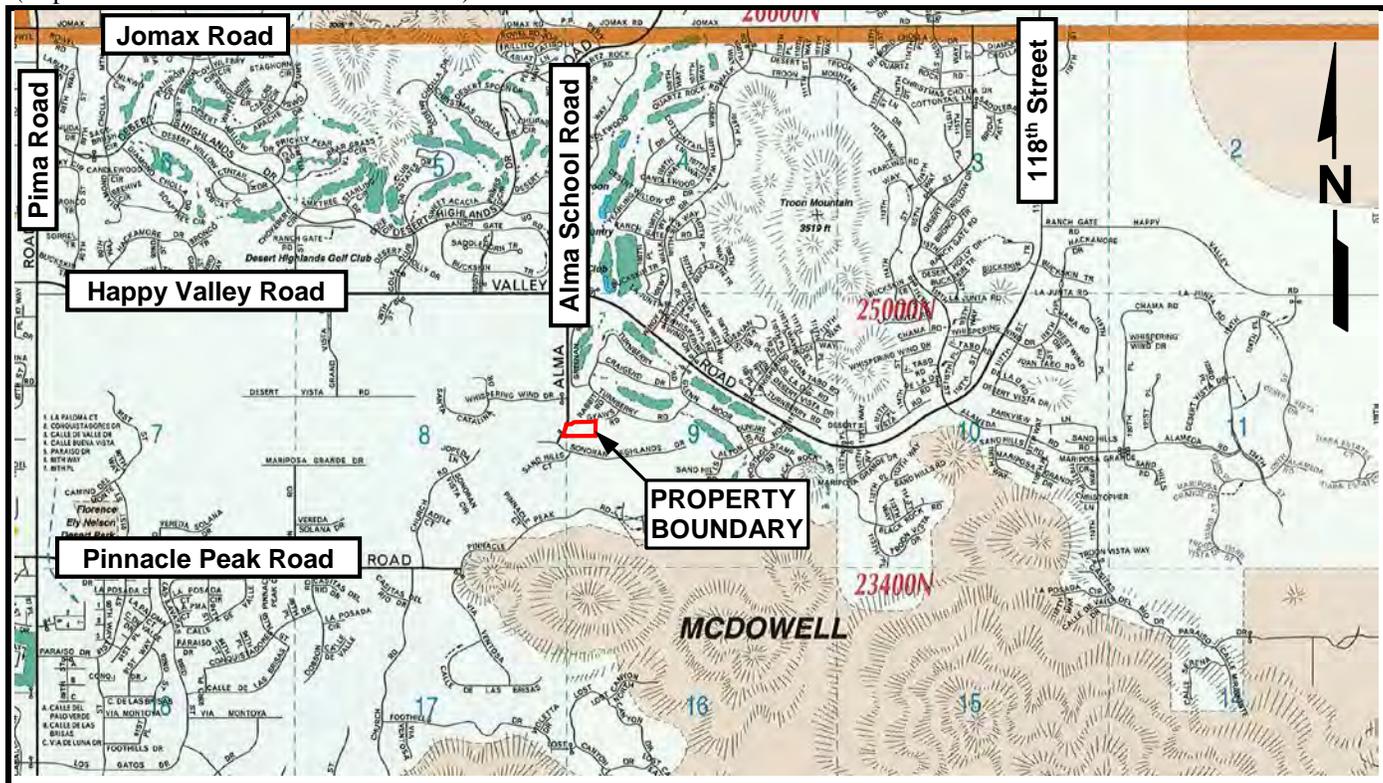
The subject Property is situated in the western half of Section 9, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The Property was not identified with a physical address. However, the Property was previously associated with the physical address of 24301 North Alma School Road also assigned to the adjoining Troon Golf Course Maintenance Yard and former Troon Wastewater Treatment Plant in Scottsdale, Arizona. The Property is generally bound on the north, south and east by a stucco wall and on the west by Alma School Road (See Figure 1.2.1.1).

### **1.2.2 Property Description**

At the time of the site visit, the Property consisted of approximately two (2) acres of vacant and native desert land. Ground cover consisted of bare soil with scattered weeds, grasses, brush, shrubs, and cacti. No structures were observed on the Property. The Property was accessed from Alma School Road, which bordered the Property to the west.

Figure 1.2.1.1 - Property Location

(Reproduced with Permission No. 442567)



## 2.0 PHYSICAL SETTING

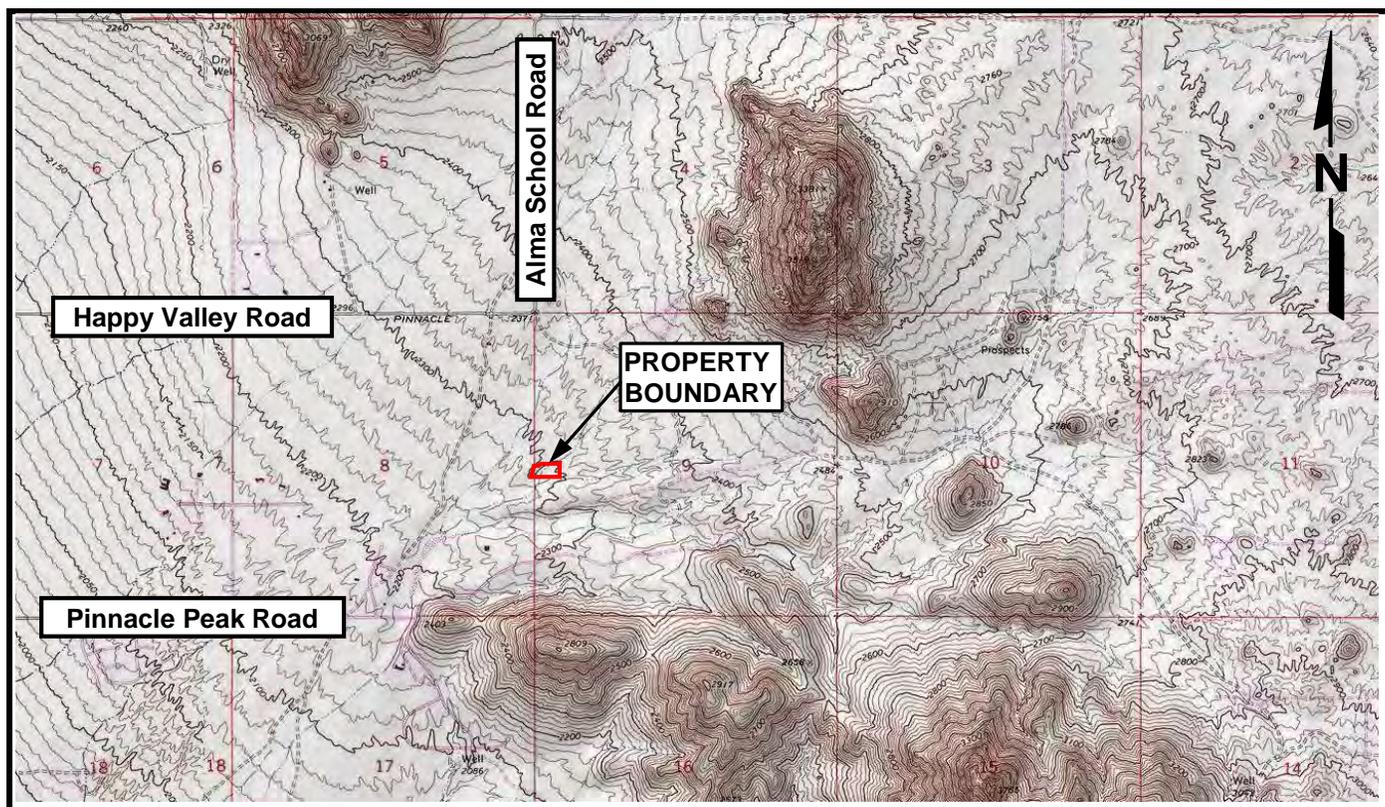
### 2.1 Topography

Approximate Property elevation: As depicted on the United States Geological Survey (USGS) 7.5 Minute Series Topographical Map (Figure 2.1.1), the Property elevation appears to be approximately 2,300 feet above mean sea level (USGS).

General down slope contour: Southwest (ibid.).

Flooding zone: Zone X: Areas of 0.2% annual chance flood (500-year flood); areas of 1% annual chance flood (100-year flood) with average depths of less than one (1) foot or with drainage areas less than one (1) square mile; and areas protected by levees from 1% annual chance flood (FEMA).

Figure 2.1.1 – Property Topography



## 2.2 Geology

Local soils: The Property soils were classified as the Pinaleno-Tres Hermanos complex, with slopes that are generally one (1) to ten (10) percent. This deep and well-drained soil is formed in alluvium derived dominantly from acid and basic igneous rock. This soil type is characterized by moderately slow permeability, slow runoff, and slight erosion hazard (USDA). Site specific conditions: Determination of site-specific geologic conditions was not within the scope of work for this phase of the study. However, Speedie and Associates previously conducted compaction testing for the pond backfill. A review of this data indicated that field density testing of the backfill operation commenced on November 9, 2010, and continued (off and on, as borrow material became available from the park site) until July 1, 2011. It appears that approximately 16 feet of backfill was placed during this period, and each foot of backfill was density tested by our firm, with results meeting or exceeding the specified compaction level of 95% (per ASTM D698). The density logs for the fill compaction from Speedie and Associates materials testing and compaction field reports are included in the Appendix of this report.

### 2.3 Regional Climatology, Surface Water Hydrology, and Hydrogeology

Average regional temperatures: 70-80°F to 100-110°F in July, 35-40°F to 65-70°F in January (Rascona).

Average regional precipitation: 7 to 9 inches per year (ibid.).

Average regional evaporation: 65 to 70 inches per year (ibid.).

Regional groundwater elevation: Regional groundwater maps developed by the Arizona Department of Water Resources (ADWR) revealed no (0) wells located within a one-mile search distance of the Property. The closest well was estimated to be approximately six (6) miles to the southwest of the Property. Based on general contours, the regional groundwater elevation appeared to be approximately 1,116 feet above mean sea level (634 feet below ground surface) with a southerly to southeasterly groundwater flow direction. However, groundwater flow resulting from local groundwater gradients may vary considerably in the area due to surface recharge, groundwater pumping and local subsurface geology (Rascona).

On-site water wells: ADWR Well Registry Reports were reviewed by Allands. No wells were identified in these reports with coordinates corresponding to the subject Property (Allands). Further, no obvious visual indications of water wells were observed on the subject Property at the time of the site visit.

Potable water source: City of Scottsdale (Muiser).

On-site surface water: No surface water was observed on the Property at the time of the site visit. A stucco wall appeared to prevent surface water from migrating across the northern Property boundary and partially across the eastern and southern Property boundaries. It appeared that excess surface water could migrate across the western Property boundary and portions of the eastern and southern Property boundaries. Given that the surface area of the Property was contiguous with the adjoining areas to the west, on-site run-on may occur from up-gradient land and off-site discharges to down-gradient land. A wash extended diagonally in a northeast to southwest direction across the southeastern portion of the Property. The wash that traverses the Property may transport off-site discharges onto/across the Property.

## 3.0 STANDARD HISTORICAL SOURCES

Standard Historical Sources were reviewed as necessary to develop a history of the previous uses of the Property and surrounding area in order to identify those uses that are likely to have led to RECs in connection with the Property. These sources were reviewed in five (or less) year intervals in an attempt to identify all obvious uses of the Property from the present until 1940 or until the Property's first developed use,

whichever is earlier. Standard Historical Sources include Aerial Photographs, USGS 7.5 Minute Topographical Maps, Zoning/Land Use Records, Building Department Records, Local Street Directories, Fire Insurance Maps, Property Tax Files, Recorded Land Title Records, Previous Site Studies and Other Historical Sources. The specific sources used to identify the historical use of the subject Property are described in the following sections. The earliest historical source reviewed during this assessment was an aerial photograph dated 1962. Historical research data was not reasonably ascertainable prior to 1962. Based on information gathered during this assessment, the Property appeared to have been native desert land.

### 3.1 Aerial Photographs

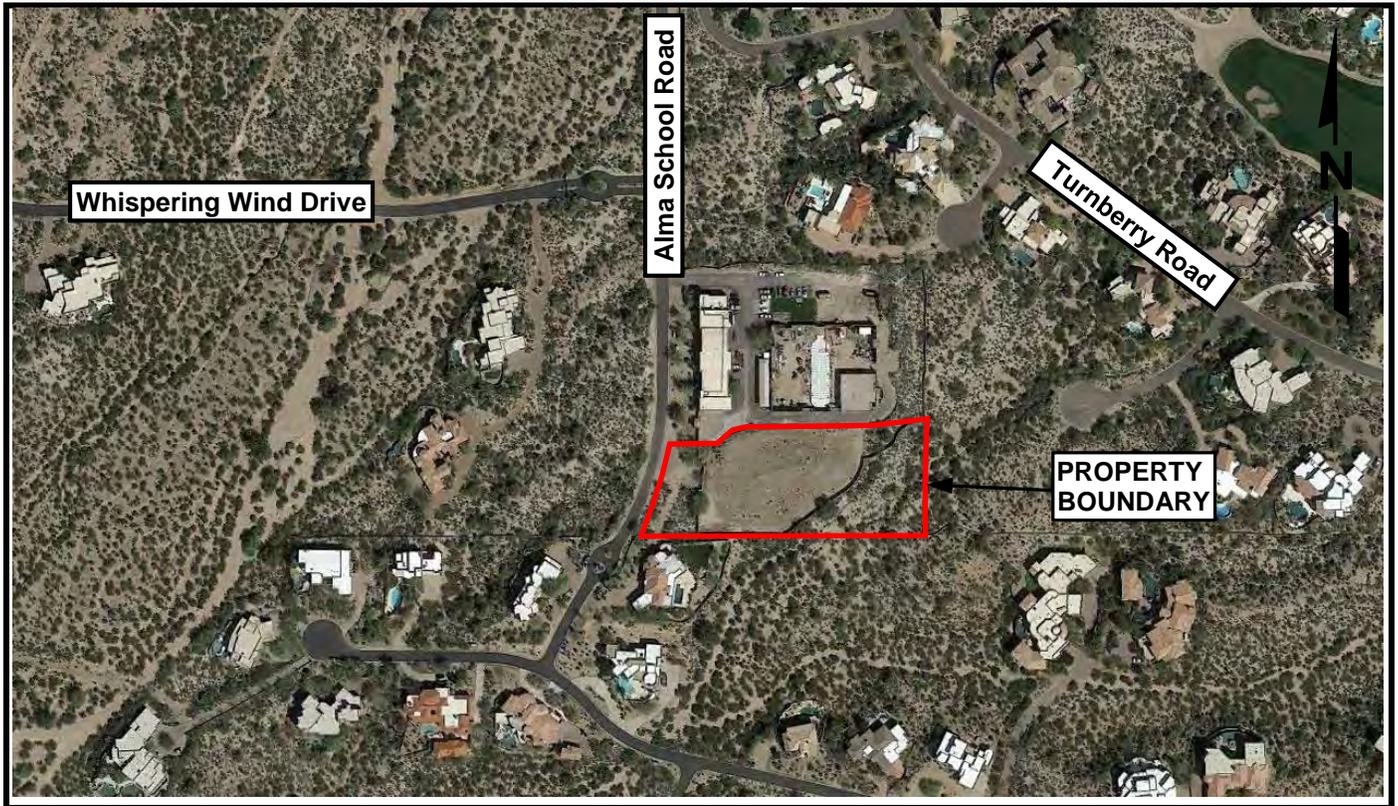
A review of selected aerial photography from 1962 to 2015 was conducted at City of Scottsdale's web page (Scottsdale), Google Earth's web page, (Google Earth), the Maricopa County Assessor's Office and Flood Control District web pages (Maricopa), National Environmental Title Research, LLC (NETR), and TerraServer Online Imagery (TerraServer) to identify past uses and characteristics of the Property, and to determine and evaluate the nature of previous activities existing on-site, on adjoining sites or within the adjacent area. A copy of a selected photograph is included in Figure 3.1.1.

**Subject Property:** In the 1962 aerial photograph, the Property appeared as native desert land. A natural wash extended diagonally in a northeast to southwest direction across the southeastern portion of the Property. The Property appeared essentially the same in the 1972 aerial photograph. In the 1986 aerial photograph, the Property appeared to have undergone grading and excavation activities for a holding pond on the western portion of the Property. Stockpiled soil and a construction trailer were visible on the southeastern portion of the Property. By 1990, the holding pond appeared to contain water. A block wall was visible to the east and west of the holding pond. No significant changes were observed on the Property from 1992 to 2010. In the 2011 aerial photograph, the holding pond appeared to have been drained and filled in. In 2012, a block wall was visible along the northern Property boundary. The Property appeared essentially the same in the 2013 to 2015 aerial photographs (Google Earth; Maricopa; NETR; Scottsdale; TerraServer).

**Adjacent Areas:** In the 1962 to 1972 aerial photographs, the adjacent areas appeared as native desert land with natural washes and dirt trails. In the 1986 aerial photograph, multiple structures associated with a maintenance yard and wastewater treatment plant had been developed on the north adjoining property. Paved roads in the alignment of Alma School Road and Sonoran Highlands Drive were developed to the west and south of the Property; another paved road in the alignment of Happy Valley Road was visible further to the north. A golf course and various paved roads were also observed to the northeast of the Property. In the 1990 aerial photograph, residential development was visible to the south and further to the northeast of the Property. No significant changes were visible on the adjacent areas in the 1992 and 1993 aerial photographs. Except for additional residential development in the surrounding areas and an additional road in the alignment

of Whispering Wind Drive to the northwest, the adjacent areas appeared unchanged in the 1996 aerial photographs. In the 1998 aerial photograph, two (2) above-ground storage tanks associated with the wastewater treatment plant were no longer present on the north adjoining property. In the 2000 aerial photograph, additional residential development continued to the west of the Property. The adjacent areas appeared essentially the same in the 2001 to 2015 aerial photographs (Google Earth; Maricopa; NETR; Scottsdale; TerraServer).

Figure 3.1.1 - 2015 Aerial Photograph



### 3.2 Fire Insurance Maps

Fire insurance maps that show uses of properties at specified dates are produced by private fire insurance companies. The Sanborn Fire Insurance Maps, available at the Arizona State Capital were reviewed by Allands. The subject Property is not located within the boundaries of the Sanborn maps available at the Arizona State Capital (Allands).

### 3.3 Property Tax Files

Property tax files identify past owners of a Property and may contain appraisals, maps, sketches, photographs and other information concerning a Property. Property tax files accompanying the Allands report identified the tax parcel numbers for the Property as 217-02-915B and 217-02-916B. No addresses were identified for the current parcel numbers. According to the City of Scottsdale, the Property was previously identified with the parcel numbers of 217-02-915 and 217-02-916 and assigned the physical address of 24301 North Alma School Road; the same parcel numbers and address were also associated with the north adjoining property (the Troon Golf Course Maintenance Yard and former Troon Wastewater Treatment Plant). No improvements were indicated in the Property tax files. The Property's assessed site use for parcel number 217-02-915B was listed as "Municipal Property"; the site use for parcel number 217-02-916B was not listed (Allands; Scottsdale).

### 3.4 Recorded Land Title Records

Recorded land title records are various documents regarding past use of a Property such as fee ownership, leases, land contracts, easements, liens, activity use limitations, and other relevant documents that are potentially descriptive of former site use. As part of this assessment, Allands reviewed appropriate public records in an effort to identify activity and use limitations recorded against the Property's legal description. The activity and use limitations researched included environmental permits, Brownfields and/or Voluntary Cleanup Programs, State Institutional/Engineering control registries, Voluntary Environmental Mitigation Use Restrictions (VEMURs), Declaration of Environmental Use Restriction (DEURs), and/or Environmental Liens. No DEURs or Environmental Liens were found recorded for the Property (Allands).

The Troon Golf and Country Club was listed as having a recorded VEMUR under the Leaking Underground Storage Tank (LUST) Program with ADEQ. A *Notice of VEMUR* was recorded by Troon Golf and Country Club, Golf Maintenance Facility for Facility ID #0-001776, LUST ID #4010.07 on October 16, 1998. The VEMUR indicated that the source of contamination was from a 500-gallon waste oil UST that was removed from the center of the parcel east of the maintenance building, approximately 165 feet south north of the property and 100 feet east of the western property line. The Property was remediated and the total contaminants remaining in the soil were 13,000 mg/Kg total petroleum hydrocarbons (TPH) at eight (8) feet below ground surface (bgs), which was higher than what was allowed for residential standards. The Owner voluntarily agreed to limit and restrict the use of the remediated portion of the Property to non-residential use as defined in A.R.S. §49-151(A). Six (6) other LUST releases (LUST IDs #4010.01 through 4010.06) also associated with the Troon Golf Course Maintenance Yard were also listed in the LUST program and remediated to Residential Soil Remediation Levels or the Soil Cleanup Level (SSCL) Residential, which indicates the owner had elected to remediate the Property without the use of an institutional or engineering control. Speedie and Associates reviewed the LUST case file for the releases that occurred on the subject Property. Additional

information reviewed is included in *Section 6.0 Standard Environmental Records Sources* Section (Allands; ADEQ).

### 3.5 USGS Topographic Maps

Topographic maps may identify structures, roads and general use of a Property for the year determined by the date of the map. A natural wash extending across the Property was depicted on the Property on the 1965 topographic map. No other features were depicted on the Property. No additional features were depicted on the Property on the 1982 photo-revised version of the topographic map (USGS).

### 3.6 Local Street Directories

City street directories can provide ownership information and/or use of a property as referenced by a street address, once identified. A physical address was not currently identified for the subject Property. Although the Property was historically associated with the same address of 24301 North Alma School Road as the Troon Golf Course Maintenance Yard and former Troon Wastewater Treatment Plant, selected city directories were reviewed for tenants assigned to this address in approximate five-year intervals from 1967 to 2016. The results of this review are summarized in Table 3.6.1 (Cole; Johnson; Polk).

**Table 3.6.1 Local Street Directory Listings for 24301 North Alma School Road**

Tenant/Occupant	Period of Occupancy
No Listings	1967, 1972, 1975, 1982, 1986, 1990, 2000, 2005, 2010, 2015, 2016
Troon Golf Course Maintenance	1995

### 3.7 Building Department Records

Building department records are those records associated with the construction, alteration, or demolition of improvements on a property. These records are available at the City of Scottsdale Planning and Development Records Department and are sorted by address. Although the Property was historically associated with the same address of 24301 North Alma School Road as the Troon Golf Course Maintenance Yard and former Troon Wastewater Treatment Plant, building permit records for this address were reviewed. Records found included various permits for plumbing, cellular, a fence, mechanical, an interceptor at the Troon Golf Course wash pad, and a gas pump line dated 1986 to 2014. There were also Certificates of Occupancy for the Troon Maintenance Building, Golf Maintenance facility, and Troon Golf and Country Club dated 1986,

1987, and 2012. All of the permits found appeared to be associated with the north adjoining property and were not for the subject Property (Scottsdale).

### **3.8 Zoning/Land Use Records**

Zoning/land use records show the uses allowed by the local government in the area encompassing a property. The City of Scottsdale Planning and Development Department was contacted regarding zoning for the Property. According to a representative with the City of Scottsdale Planning and Development, the Property is currently zoned R1-43 ESL HD, which was defined as Single-Family Residence; Environmentally Sensitive Lands Overlay; Hillside District Overlay. No historical zoning information was provided by the City of Scottsdale Planning and Development. The Property was annexed by the City of Scottsdale in 1981 (Scottsdale).

### **3.9 Other Historical Sources**

Other historical sources may be reviewed in addition to the previously identified Standard Historical Sources to identify past uses of the Property. Other historical sources include, but are not limited to: miscellaneous maps, newspaper archives, internet sites, community organizations, local libraries, historical societies, current owners or occupants of neighboring properties, or records in the files and/or personal knowledge of the Property owner and/or occupants. No other historical sources were reviewed as part of the current Phase I ESA.

### **3.10 Previous Environmental Site Assessments**

Previous environmental assessments are obtained, when possible, and reviewed for indications of previously identified RECs that may have existed on or near the Property. No previous environmental assessments were provided to Speedie and Associates for review and we received no indication that previous environmental assessments have been conducted on the Property.

### **3.11 Historical Data Gaps**

The standard historical sources were reviewed as part of this Phase I ESA and none of these sources were excluded from this assessment. The earliest reasonably ascertainable historical source reviewed during this assessment was an aerial photograph dated 1962. Based on the historical information gathered during this assessment, the Property appeared to have been native desert land. While historical information prior to 1962 was not reasonably ascertainable, based on the location of the Property as well as the growth and

use patterns in the Property area, it is Speedie and Associates opinion that the Property was likely native desert land and there are no significant data gaps associated with the historical use of the Property.

## 4.0 INTERVIEWS

Interviews were attempted with users, owners, occupants, key site managers, and local government officials as necessary, regarding RECs for the Property. These interviews were attempted in person, by telephone, or by a written questionnaire.

### 4.1 Occupants, Owners, User and Key Site Manager

As part of Speedie and Associates' Phase I ESA procedures, a questionnaire is provided to the client, owner, and key site manager, as necessary to obtain historical and current data about the subject Property prior to the site visit. However, due to the typical brisk period between project initiation and the site visit, it is unusual for all three (3) contacts to have been made prior to the site visit. A questionnaire was sent to the City of Scottsdale, the client. Ms. Maria Muiser, in collaboration with Mr. Art Nunez (the key site manager), completed the environmental questionnaire. They reported that the Property has consisted of raw desert land until 1986, when a holding pond for non-potable "gray" treated water was installed. The gray wastewater was used to irrigate the golf course. It was reported that there are no contaminants of environmental concern in the water. The pond contained the treated water from the water treatment plant to the north until it was decommissioned in 1996. The Property currently has no buildings or structures located on-site and the holding pond has been filled in with fill material from Cavalliere Park (also known as True North Park). They reported that they had no information regarding the presence of any environmental liens or activity use limitations on the Property, and they had no other specialized knowledge regarding the Property. They indicated that the purchase price for the Property is unknown as the City of Scottsdale is preparing to dispose of the Property by auction. They were not aware of obvious indicators of the presence of contamination on the Property. They identified the City of Scottsdale as the current Property owner, Troon Golf & Country Club as the past Property owner, and Mr. Art Nunez as the key site manager (Muiser; Nunez).

A questionnaire was sent to Troon Golf & Country Club, the past Property owner. The completed questionnaire has not been received by Speedie and Associates as of the writing of this report; however, if the completed questionnaire is received and if it indicates potential RECs in connection with the subject Property, an addendum will be issued to this report (Troon).

## 4.2 Local Government Officials

Interviews were conducted with local agency personnel and other persons noted in the appropriate sections of this report. The Scottsdale Fire Department was contacted to determine if documents regarding hazardous materials permits, hazardous materials incidents, or underground storage tank (UST) activities exist for the subject Property. No documentation has been received by Speedie and Associates as of the writing of this report; however, if fire department records are received and if they indicate potential RECs in connection with the subject Property, an addendum will be issued to this report.

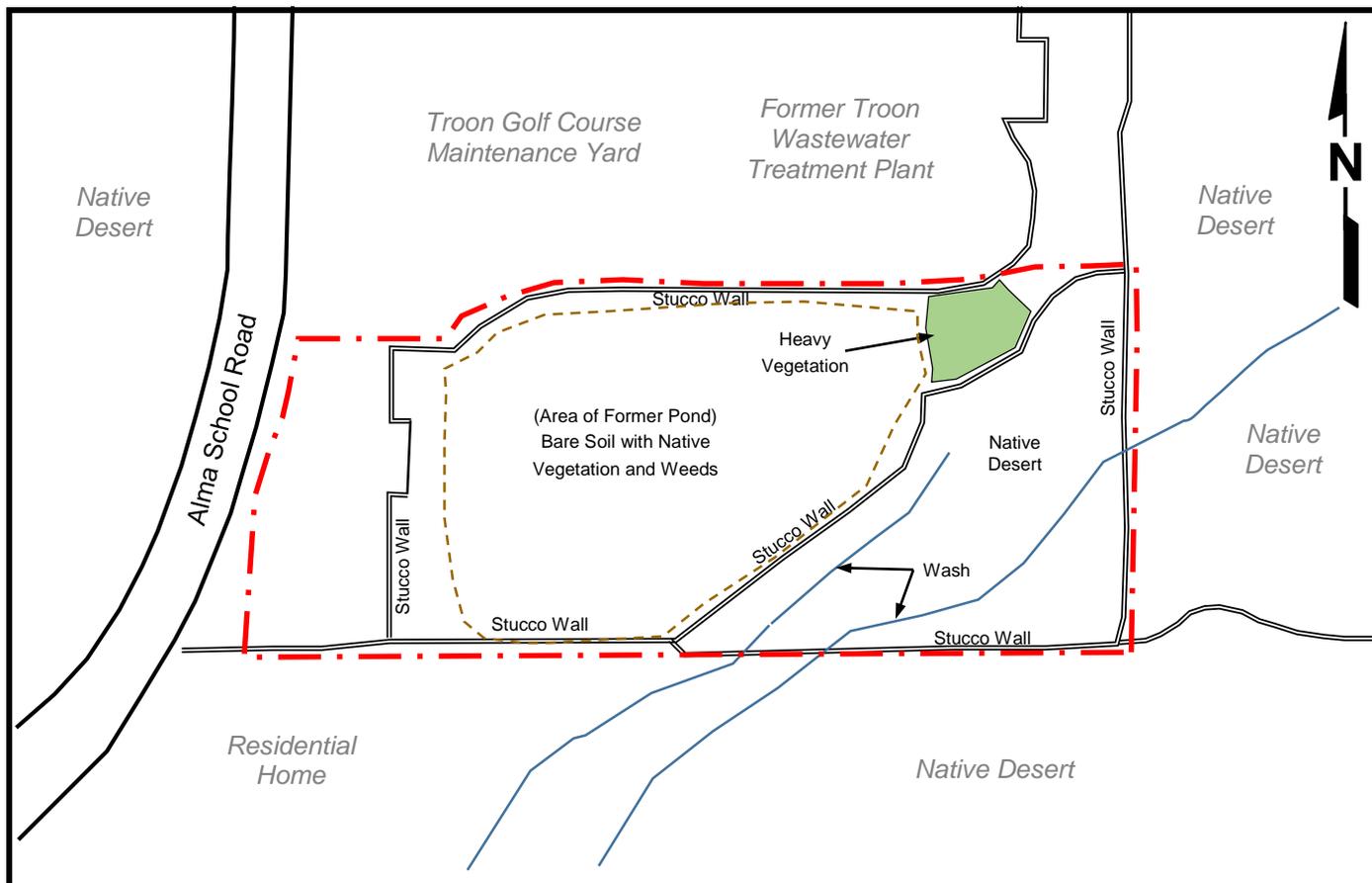
## 5.0 CURRENT CONDITIONS

### 5.1 Current Property Use

A site reconnaissance was conducted to observe and record information concerning present site development, use, and conditions. A visual and physical survey of the existing Property was conducted on February 23, 2016 by Mr. Timothy J. Rheinschmidt and Ms. Adela Buster of Speedie and Associates. Complete visual assessment of the Property was hindered by heavy vegetation near the northeast corner of the Property. The heavy vegetation included brush, shrubs and cacti. The site visit was conducted by walking about the Property. Ms. Maria Muiser, who is the Asset Management Coordinator with the City of Scottsdale, provided access to the interior of the structures and accompanied Speedie and Associates personnel during site reconnaissance. Selected photographs, taken on the site visit, are included in Appendix B (Surface Photographs). Figure 5.1.1 identifies Property boundaries.

At the time of the site visit, the Property consisted of approximately two (2) acres of vacant and native desert land. Ground cover consisted of bare soil with scattered weeds, grasses, brush, shrubs, and cacti. A natural wash extended diagonally in a northeast to southwest direction across the southeastern portion of the Property. Minor debris including household trash, a rusted metal chair, and a piece of a plastic tarp was observed scattered throughout the Property. A City of Scottsdale reclaimed water manhole was observed near the southwest corner of the Property. No unusual stains, odors or indications of stressed vegetation were detected during the site reconnaissance. No other significant features were observed on the Property at the time of the site visit.

Figure 5.1.1 - Property Plan



## 5.2 Transformers

In the past, oil found in electrical transformers contained Polychlorinated Biphenyls (PCBs), which have been found to be a human carcinogen. Since 1984, manufacturers of transformers have been certifying them “non-PCB”, containing less than 50 parts per million (ppm). No (0) transformers were observed on the Property at the time of the site visit.

## 5.3 Dry Wells

The ADEQ maintains a database of dry wells, the registration of which has been required since 1986. Allands reviewed this database for dry wells registered within a 0.125-mile search distance of the subject Property. Based on this review, no (0) dry wells were identified within the search distance (Allands). Further, no (0) dry wells were observed on the subject Property at the time of the site visit.

## 5.4 Adjoining Land Use

A visual survey of the adjoining sites and areas was conducted on February 23, 2016 by Mr. Timothy J. Rheinschmidt and Ms. Adela Buster of Speedie and Associates. The Property was bound on the north by the Troon Golf Course Maintenance Facility and a former Troon Waste Water Treatment Plant followed by residential homes and a golf course. The Property was bound on the south by a residential homes and native desert followed by Sonoran Highlands Drive with residential homes and native desert beyond. The Property was bound on the west by Alma School Road followed by native desert and residential homes. The Property was bound on the east by native desert and residential homes followed by a golf course.

## 6.0 STANDARD ENVIRONMENTAL RECORD SOURCES

A report of Federal and State Standard Environmental Record Sources located within the ASTM prescribed search parameters, was generated by Allands. A copy of the Allands report is located in Appendix C. Speedie and Associates reviewed this report for indications of RECs affecting the subject Property. The report revealed four (4) facility records within the search parameters (Allands).

**National Priority List Sites:** Under Section 105 of CERCLA the Environmental Protection Agency (EPA) established a National Priorities List (NPL) of Superfund sites. Inclusion on the NPL reflects a significant risk to public health and the environment and indicates a Federal Priority to remediate the site. The Allands report identified no (0) NPL sites within a 1.0 mile search distance of the Property boundary (Allands).

**Delisted NPL Sites:** Sites may be delisted from the NPL where no further response is appropriate. The Allands report identified no (0) Delisted NPL sites within a 0.5 mile search distance of the Property boundary (Allands).

**CERCLIS/NFRAP Sites:** The Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) list contains sites which are either proposed to or on the NPL and sites which are in the screening and assessment phase for possible inclusion on the NPL. Those sites on the No Further Remedial Action Planned (NFRAP) list are CERCLIS sites which have no further remediation action planned. The Allands report identified no (0) CERCLIS/NFRAP sites within a 0.5 mile search distance of the Property boundary (Allands).

**RCRA Generators:** Under the Resource Conservation and Recovery Act (RCRA) the EPA compiles a database of facilities that are involved in the generation of hazardous materials. RCRAinfo is EPA's comprehensive information system, providing access to data supporting the RCRA of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes selective information on sites which

generate, transport, store, treat and/or dispose of hazardous waste as defined by RCRA and is checked for Federal RCRA Conditionally Exempt Small Quantity Generators (CESQG – generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month); Federal RCRA Small Quantity Generators (SQG – generate between 100 kg and 1,000 kg of non-acutely hazardous waste per month) and Large Quantity Generators (LQG – generate over 1,000 kg of hazardous waste, or over 1 kg of acutely hazardous waste per month). The Allands report identified no (0) RCRA generators within a 0.125 mile search distance of the Property boundary (Allands).

**RCRA CORRACTS TSD Facilities:** Under RCRA, the EPA compiles a database of facilities that are involved in the generation, transportation, treatment, storage, or disposal of hazardous materials, and have been found to be in non-compliance of regulations and have had to implement corrective actions. The Allands report identified no (0) RCRA CORRACTS Treatment Storage and Disposal (TSD) facilities within a 1.0 mile search distance of the Property boundary (Allands).

**RCRA Non-CORRACTS TSD Facilities:** Under RCRA, the EPA compiles a database of facilities that are involved in the transportation, treatment, storage, or disposal of hazardous materials. Inclusion on the TSD Facilities list does not exclude being on the CORRACTS Facility List and is merely a list of TSD facilities compliant with the EPA's registration requirements. The Allands report identified no (0) RCRA Non-CORRACTS TSD facilities within a 0.5 mile search distance of the Property boundary (Allands).

**RCRA Compliance Facilities:** The RCRA Compliance Log lists facilities that have been or presently are under investigation for non-compliance with RCRA regulations. Inclusion of any facility on this list indicates a history of compliance problems and RCRA regulatory violation. This database is from the ADEQ RCRA Compliance Log. The Allands report identified no (0) RCRA Compliance Log facilities within a 0.125 mile search distance of the Property boundary (Allands).

**ERNS List:** The Emergency Response Notification System (ERNS) list is a national database used to collect information on reported releases of oil and hazardous substances. This database is provided by EPA through the Right of Know Net by OMB Watch and Unison Institute. The Allands report identified no (0) ERNS sites within a 0.125 mile search distance of the Property boundary (Allands).

**WQARF Areas:** The state of Arizona established a remedial program under A.R.S. 49-282 to facilitate the conservation and clean-up of Arizona drinking water and water sources. Under the authority of the Water Quality Assurance Revolving Fund (WQARF) program, the state actively identifies any actual or potential impact upon state waters, evaluates the extent of contamination, identifies parties responsible, and provides money grants to assist in clean-up activities. The Allands report identified no (0) WQARF Registry sites within a 1.0 mile search distance of the Property boundary (Allands).

**Arizona Superfund Program List:** The Arizona Superfund Program List replaces the Arizona CERCLIS Information Data System (ACIDS). This list is more representative of the sites and potential sites within jurisdiction of the ADEQ Superfund Programs Section (SPS). This database is provided by ADEQ. The Allands report identified no (0) Arizona Superfund sites within a 0.5 mile search distance of the Property boundary (Allands).

**Solid Waste Facilities/Landfill Sites:** The state of Arizona maintains listings of closed and permitted, operating landfills and solid waste dump sites. Lists of closed facilities are not necessarily complete - older dumping areas may not be documented. This database is from the ADEQ Waste Programs Division; Solid Waste Section Directory of Arizona Active and Inactive Landfills. The Allands report identified no (0) Landfill facilities within a 0.5 mile search distance of the Property boundary (Allands).

**Brownfields/Voluntary Cleanup Program:** The Arizona Department of Environmental Quality has developed an AZURITE Database, which includes sites that are part of the ADEQ Voluntary Remediation Program and/or the ADEQ Brownfields Program. The Allands report identified no (0) Voluntary Remediation or Brownfields Sites within a 0.5 mile search distance of the Property boundary (Allands).

**Registered Underground Storage Tanks (USTs):** State (A.R.S. 49-1001 to 1014) and Federal (RCRA Subtitle I) laws require that persons who own or have owned USTs containing “regulated substances” complete a notification form and register the tank with the state. This database is from the ADEQ UST Log. The Allands report identified two (2) UST sites within a 0.125 mile search distance of the Property boundary (Allands).

- ◆ City of Scottsdale – Troon Village Wastewater Treatment Plant (WWTP), Alma School Road and Sonoran Highlands Drive, is located adjoining the Property to the north. This facility was reported to have had one (1) UST removed from the site and four (4) USTs closed in place. This facility was reported to be a closed LUST site as discussed below.
- ◆ Troon Golf Course Maintenance Yard, 24301 North Alma School Road, is located adjoining the Property to the north. This facility was reported to have had one (1) UST removed from the site. This facility was reported to be a closed LUST site as discussed below.

**Leaking Underground Storage Tank (LUST) Incident Reports:** Owners of USTs are required to report to ADEQ any and all releases of tank contents for which ADEQ maintains an ongoing file documenting the nature of contamination and the status of each such incident. The Allands report identified two (2) LUST facilities within a 0.5 mile search distance of the Property boundary (Allands). None of the LUST facilities

listed were reported to be located on the subject Property but were located adjoining the Property to the north. The LUST files for both of these facilities have been closed by ADEQ and their incidents are no longer under investigation. A complete listing of the LUST sites and incidents is included in the Allands report in the Appendix. The following discussions relate to the adjacent LUST incidents.

- ◆ Troon Village Wastewater Treatment Plant (WWTP), 24301 North Alma School Road, is located adjoining the Property to the north. This facility was reported to have one (1) LUST incident, which was characterized as “Closed as incident/tank was determined not to be UST jurisdiction and referred to another program” criteria. Speedie and Associates reviewed the LUST file from ADEQ. A 550-gallon diesel UST was installed at the WWTP in January 1985. Approximately 20 to 40 gallons of diesel fuel were spilled on the ground surface on August 1995 adjacent to the emergency generator at the Troon WWTP. During an UST inspection conducted by ADEQ in April 1996, a Notice of Violation for non-compliance was issued to the facility for failure to report a suspected releases and overfills to ADEQ from the UST for the emergency generator. A May 31, 1996 *Assessment of Surface Spill Near Emergency Generator* letter report was provided by Delta Environmental Consultants, Inc. (Delta). The assessment indicated that Delta performed a site visit and collected soil samples to determine the vertical and lateral extents of contamination. The soil in the vicinity of the emergency generator has been impacted by petroleum hydrocarbons and the vertical extent of the impacted soil appears to extend to the bedrock/soil interface at 17 to 38 inches bgs. The maximum concentrations of TRPH detected was 29,000 milligrams per kilogram (mg/kg), which collected from a soil sample at a depth of 27 inches approximately five feet to the southwest of the release point. In July 1997, Delta provided a report documenting removal of the diesel UST and associated piping, emergency generator, and concrete pad beneath the generator from the site. It was reported that the Rural/Metro Fire Department was present during UST removal activities. There was no evidence of staining in the UST basin or in the piping trenches. The emergency generator was removed and transported off-site. The concrete generator pad was broken up and also removed. Contaminated soil was excavated to bedrock and stockpiled approximately 70 feet to the north of the generator.

A total of 25 soil samples were collected and analyzed from the UST basin, emergency generator area, and the soil stockpiles. The samples collected beneath the UST basin contained TRPH concentrations below the laboratory detection limit of 20 mg/kg. The samples collected from the piping joints and elbows had TRPH concentrations below the laboratory detection limits in five (5) of the eight (8) samples at 35 feet bgs; TRPH concentrations from three (3) samples exceeded the laboratory detection limits but were below the ADEQ Health Based Guidance Level (HBGL) of 7000 mg/kg. Therefore, additional soil samples were collected from these areas at a depth of 48 feet and all samples had TRPH concentrations below the laboratory detection limits. The samples collected from the generator excavation did not contain TRPH concentrations greater than the laboratory reporting limit in three (3)

of six (6) samples; three (3) samples (B24EX-24, B24EX-36, and B23EX-24) contained TRPH concentrations of 3,400, 9,800, and 520 mg/kg, respectively. One of the samples (B23EX-36) was collected directly under another sample (B23EX-24) and did not contain TRPH concentrations greater than the laboratory reporting limit. TRPH concentrations in the stockpile samples contained 1,600 mg/kg, 1,900 mg/kg, and 2,000 mg/kg. Therefore, Delta concluded that the soil samples collected from the product and vent piping trenches and diesel fuel UST basin did not contain concentrations of TRPH greater than the laboratory detection limits. TRPH concentrations in the samples collected from the generator pad area were non-detect at the soil-bedrock interface in all samples, but B24EX-36. Consequently, the diesel fuel impacted soil was over-excavated to bedrock using a trackhoe and hand tools along the west half of the generator pad including the area around B24EX and B23EX and stockpiled. The UST basin and pipe trenches were backfilled with soil in the trenches and clean backfill and surfaced with asphalt. The generator area was backfilled and raked smooth. On September 18, 1996, ADEQ issued a *Case Referral to the ADEQ Solid Waste Program* letter indicating that it had been determined that the case contains information concerning a release of diesel fuel from the above-ground storage tank associated with the emergency generator at the facility. Therefore, the case was not within the jurisdiction of Arizona's UST program and the case was transferred to the ADEQ Solid Waste program for any follow-up action. Migration of contaminants from releases due to fuel from UST facilities is primarily vertical in unsaturated soils. Therefore, due to the information reviewed in the LUST file, the potential environmental impact from this facility to the subject Property is currently believed to be low at this time.

- ◆ Troon Golf Course Maintenance Yard, 24301 North Alma School Road, is located adjoining the Property to the north. This facility was reported to have seven (7) LUST incidents, which were characterized as "Closed with Soil Levels meeting the Risk Based Corrective Action (RBCA)" criteria. Speedie and Associates reviewed the LUST file from ADEQ. The site consisted of a maintenance/repair and refueling facilities. There were two main buildings located on-site. The former waste oil UST was located along the approximate center of the east side of the west building at the facility. On March 1, 1995, a Phase I ESA was performed at the Troon Golf Course Maintenance facility. The facility contained three (3) 6,000-gallon gasoline and diesel USTs and a 500-gallon waste oil UST that were installed in 1985. During the assessment, a noticeable odor was detected at the base of the vault located above the northernmost UST, which was used to store unleaded gasoline. A soil sample was obtained from the suspected release area and it was determined that the release was from the automatic line leak detector. Scott, Allard & Bohannon, Inc. (SA&B) was contracted to perform site characterization and removal activities at the facility. In August 1995, the three (3) 6,000-gallon USTs were removed from the Property and additional investigation included over-excavation and removal of soil-impacted soil and soil sampling. In addition to the previously identified leak beneath the automatic line leak detector on tank 1, contaminated soils were found beneath the dispenser pumps

for tanks 1 and 2. SA&B indicated that the release may have resulted from the tank 1 dispenser pump. Contaminated soils were also discovered in various areas of the bottom of the excavation. SA&B further indicated that they did not believe the areas were the result of a leaking tank, but rather from the areas of contamination were the result of migration of petroleum product from the tank 1 automatic line leak detector and the tank 1 dispenser pump. Where the areas of contamination were discovered, the areas were over-excavated and additional samples were collected until the extent of the contamination had been defined. On December 21, 1995, ADEQ issued a Case Closure Letter for the six (6) releases (LUST IDs #4010.01 through 4010.06) associated with three (3) 6,000-gallon gasoline and diesel USTs and their associated fuel dispensers. Based on review of the case file, it has determined that the UST Section investigative and remedial requirements have been satisfied for the UST releases discovered on or about March 1, 1995 and there does not appear to be a significant threat to groundwater quality. The full extent and degree of contamination associated with the LUST case files appears to have been adequately defined. The vertical extent of laboratory detectable soil contamination was defined to less than 17 feet bgs. The lateral extent of laboratory detectable soil contamination was defined to a radius of approximately 10 feet around the release location. Depth to groundwater in the vicinity of the Property was reported to be approximately 1,240 feet bgs. The maximum residual soil contaminant concentrations left in the vadose zone included 510 parts per million (ppm) total petroleum hydrocarbon at about 16 feet bgs. ADEQ indicated that no additional work was required for these releases.

In February 1998, the 500-gallon waste oil UST was removed from the site by ASL Hydrologic & Environmental Services. Based on field observations and laboratory analytical results of the soil sample collected from beneath the former UST, ASL reported a release from the UST system. The source of the release was reported to be from overfills and a loose connection at the fill pipe of the UST. ASL concluded that the full vertical extent of release of petroleum hydrocarbons from the former waste oil UST system was defined at less than 10 feet vertically. The reported TPH results of samples from Borings B-1-20 and B-1-25 were not consistent with field observations and were apparently an anomalous result possibly related to native (organic) vegetation and/or plant extracts. Detectable TPH was not reported above the 20 mg/kg laboratory reporting limits for the two samples that reportedly contained TPH. ASL recommended that the site should be granted closure with a VEMUR because the site is a non-residential property; the soils within five feet of the point of release have been assessed vertically to laboratory non-detectable levels; and all reported detected concentrations of regulated compounds in soils are below the ADEQ non-residential SRLs. A VEMUR was signed and recorded on June 8, 1998. On November 30, 1998, ADEQ issued a Case Closure letter for the 500-gallon used oil UST area indicating that it had determined that UST Section's investigative and remedial requirements had been satisfied. ADEQ indicated that the vertical extent of laboratory detectable soil contamination was defined to less than 20 feet bgs and the lateral extent of laboratory detectable soil

contamination was defined to a radius of approximately 10 feet around the release location. The maximum residual soil contaminant concentration left in the vadose zone included 13,000 mg/Kg total TPH at or about eight feet bgs and 0.15 mg/Kg benzo (g,h,i) perylene and 0.04 mg/Kg pyrene at or about four feet bgs. In addition, a VEMUR was filed with the County Recorder's office for this property since the level(s) of contamination exceed residential cleanup standards. The ADEQ required no further work. Migration of contaminants from releases due to fuel from UST facilities is primarily vertical in unsaturated soils. Therefore, due to the closed status, the relative distance of the remediated portion of the north adjoining property, the potential environmental impact from this facility to the subject Property is currently believed to be low and not considered a REC for the Property.

**Hazardous Materials Incident Emergency Response Logbook:** The ADEQ Response Team documents spills and incidents involving hazardous materials that are reported to the unit. This database is from the ADEQ Emergency Response Log. The Allands report identified no (0) Hazardous Materials Incidents within a 0.125 mile search distance of the Property boundary (Allands).

**Drycleaners:** The ADEQ maintains a Drycleaners Inventory List that summarizes current and historic dry cleaners sites located throughout the state of Arizona. The database is dated June 2006. The Allands report identified no (0) drycleaners located within a 0.125 mile search distance of the Property boundary (Allands).

**VEMUR/DEUR's/Environmental Liens:** The ADEQ maintains a database of property owners own have voluntarily elected to remediate their property for non-residential uses, to record in the applicable county recorder's office a VEMUR limiting, by legal description, the area necessary to protect public health and the environmental to non-residential uses if contamination remains on the site. A DEUR is a voluntary notice to deed which restricts the use of a property to non-residential use. ADEQ maintains a repository listing of sites remediated under programs administered by the department. The Allands report identified one (1) VEMUR, DEUR, or environmental lien was found on the adjoining Property (Allands).

- ◆ As was discussed above, the Troon Golf Course Maintenance Yard, 24301 North Alma School Road and located adjoining the Property to the north, was identified with a recorded VEMUR for the release from a 500-gallon waste oil UST. A copy of the recorded VEMUR is included with the Allands report in Appendix B.

**Environmental Permits:** ADEQ maintains a database through its AZURITE Database System and the EPA for facilities with Groundwater Permits, Reuse Permits, National Pollutant Discharge Elimination System (NPDES) Permitted Facilities and Aquifer Protection Permits. The Allands report searches the database for inclusion of the subject Property (Allands).

- ◆ The City of Scottsdale Troon Village WWTP was identified as having an environmental permit. Speedie and Associates reviewed the file at ADEQ. The Troon Village Wastewater Reclamation Plant was identified as having an Aquifer Protection Permit Application and an ADEQ Reclaimed Wastewater Reuse Permit dated 1992 and 1994. The storage pond of the WWTP was the subject Property. It was reported that there were no known water wells located within a half mile radius of the Troon Village Water Reclamation Plant (WRP). The nearest domestic well was located approximately at the intersection of 86<sup>th</sup> Street and Pinnacle Peak Road, which was approximately three miles southwest of the Troon Village WRP. The application indicated that the plant provided an average of 50,000 gallons of treated effluent per day to a golf course in lieu of potable water. The plant treatment processes included: influent comminution, grit removal, extended aeration, secondary clarification, gravity filtration and ultra-violet disinfection. Due to the closed status of the WWTP, the potential environmental impact from this listing is considered to be low.

## 7.0 NON-SCOPE CONSIDERATIONS

The following non-scope issue is not an REC and therefore is of no consequence regarding Appropriate Inquiry (CERCLA liability) per ASTM 1527. However, in an attempt to provide further information that may be required by future Property owner/occupant(s), Speedie and Associates provides the following information.

### 7.1 Asbestos

Asbestos Containing Material is a given material that contains > 1% Asbestos fibers by volume/layer of building material, and suspect ACMs are those materials that are other than wood, glass, or steel. The asbestos industry is one of the most regulated fields in today's market. Both the Occupational Safety & Health Administration (OSHA) and the EPA have rules that govern the asbestos industry. These rules affect our clients because they govern asbestos containing materials (ACMs), which may be found in all buildings, regardless of the size or age of the structure. OSHA regulations govern the identification and management of ACMs within a structure, and the protection of employees who may disturb ACMs. The EPA governs ACMs within schools, and the disturbance of ACMs within any other structure that is deemed a "facility." The EPA identifies a "facility" as any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units). No structures deemed a "facility" were identified on the Property.

## 8.0 FINDINGS AND CONCLUSIONS

At the time of the site visit, the Property consisted of approximately two (2) acres of vacant and native desert land. Ground cover consisted of bare soil with scattered weeds, grasses, brush, shrubs, and cacti. A natural wash extended diagonally in a northeast to southwest direction across the southeastern portion of the Property. Minor debris including household trash, a rusted metal chair, and a piece of a plastic tarp was observed scattered throughout the Property. A City of Scottsdale reclaimed water manhole was observed near the southwest corner of the Property. No unusual stains, odors or indications of stressed vegetation were detected during the site reconnaissance. No other significant features were observed on the Property at the time of the site visit.

Historically, the Property appeared to be native desert land with a natural wash from 1962 until the late 1980s. In 1986, the Property was graded and excavated for a holding pond on the western portion of the Property. The pond contained treated water from the water treatment plant to the north until it was decommissioned in 1996. The Property appeared unchanged from 1992 to 2010. In 2011, the pond appeared to have been drained and filled in. It was reported that the pond was filled in with fill material from Cavalliere Park (aka True North Park). The Property appeared essentially the same from 2013 to 2015.

The Property was not identified in the environmental regulatory databases. The Troon Golf and Country Club/Golf Maintenance Yard and City of Scottsdale Troon Village WWTP adjoining the Property to the north were identified in the environmental regulatory databases, including having registered USTs, LUST facilities, having a recorded VEMUR, and Environmental Permits. Speedie and Associates reviewed the UST/LUST files for both facilities. The Troon Village Wastewater Treatment Plant (WWTP) was reported to have had a release of approximately 20 to 40 gallons of diesel fuel spilled on the ground adjacent to the emergency generator on a concrete pad and near a 550-gallon diesel fuel UST in 1995. Based on additional investigation and site characterization that included over-excavation and soil sampling performed by Delta Environmental Consultants in 1996, the contamination appeared to be a result of an overflow from the emergency generator and did not appear to be a result of the release from the UST. The 550-gallon diesel fuel UST and associated piping, emergency generator, and concrete slab were subsequently removed. The vertical extent of contamination was determined to extend to the bedrock/soil interface at 17 to 38 inches bgs. In September 1996, ADEQ issued a *Case Referral to the ADEQ Solid Waste Program* letter indicating that it had determined the case contained information concerning a release of diesel fuel associated with the emergency generator at the facility. Therefore, the case was not within the jurisdiction of Arizona's UST program and the case was transferred to the ADEQ Solid Waste Department. Migration of contaminants from releases due to fuel from UST facilities is primarily vertical in unsaturated soils. Therefore, due to the closed status and

information reviewed in the LUST file, the potential environmental impact from this facility to the subject Property is currently believed to be low and not considered a REC for the Property.

The Troon Golf and Country Club, also located adjoining the Property to the north, was listed as having registered USTs, LUSTs, and a recorded VEMUR under the LUST Program with ADEQ. There were two main buildings located on-site at the golf and country club. The facility contained three (3) 6,000-gallon gasoline and diesel USTs and a 500-gallon waste oil UST that were installed in 1985. The waste oil UST was located along the approximate center of the east side of the west building at the facility. During a previous Phase I ESA performed by another consultant at the Troon Golf Course Maintenance facility in March 1995, a noticeable odor was detected at the base of the vault located above the northernmost UST used to store unleaded gasoline. A soil sample was obtained from the suspected release area and it was determined that the release was from the automatic line leak detector. Scott, Allard & Bohannon, Inc. (SA&B) was contracted to perform site characterization and removal activities at the facility. In August 1995, the three (3) 6,000-gallon USTs were removed from the Property and additional investigation included over-excavation and removal of soil-impacted soil and soil sampling. In addition to the previously identified leak beneath the automatic line leak detector on tank 1, contaminated soils were found beneath the dispenser pumps for tanks 1 and 2. SA&B indicated that the release may have resulted from the tank 1 dispenser pump. Contaminated soils were also discovered in various areas of the bottom of the excavation. SA&B further indicated that they did not believe the areas were the result of a leaking tank, but rather from the areas of contamination were the result of migration of petroleum product from the tank 1 automatic line leak detector and the tank 1 dispenser pump. Where the areas of contamination were discovered, the areas were over-excavated and additional samples were collected until the extent of the contamination had been defined. On December 21, 1995, ADEQ issued a Case Closure Letter for the six (6) releases (LUST IDs #4010.01 through 4010.06) associated with three (3) 6,000-gallon gasoline and diesel USTs and their associated fuel dispensers. Based on review of the case file, ADEQ reported that it had determined that the UST Section investigative and remedial requirements have been satisfied for the UST releases discovered on or about March 1, 1995 and there does not appear to be a significant threat to groundwater quality. The full extent and degree of contamination associated with the LUST case files appears to have been adequately defined. The vertical extent of laboratory detectable soil contamination was defined to less than 17 feet bgs. The lateral extent of laboratory detectable soil contamination was defined to a radius of approximately 10 feet around the release location. Depth to groundwater in the vicinity of the Property was reported to be approximately 1,240 feet bgs. The maximum residual soil contaminant concentrations left in the vadose zone included 510 parts per million (ppm) total petroleum hydrocarbon at about 16 feet bgs. ADEQ indicated that no additional work was required for these releases.

In February 1998, the 500-gallon waste oil UST was removed from the golf maintenance yard by ASL Hydrologic & Environmental Services. Based on field observations and laboratory analytical results of the

soil sample collected from beneath the former UST, ASL reported a release from the UST system. The source of the release was reported to be from overfills and a loose connection at the fill pipe of the UST. ASL concluded that the full vertical extent of release of petroleum hydrocarbons from the former waste oil UST system was defined at less than 10 feet vertically. The reported TPH results of samples from Borings B-1-20 and B-1-25 were not consistent with field observations and were apparently an anomalous result possibly related to native (organic) vegetation and/or plant extracts. Detectable TPH was not reported above the 20 mg/kg laboratory reporting limits for the two samples that reportedly contained TPH. ASL recommended that the site should be granted closure with a VEMUR because the site is a non-residential property; the soils within five feet of the point of release have been assessed vertically to laboratory non-detectable levels; and all reported detected concentrations of regulated compounds in soils are below the ADEQ non-residential SRLs. Remediation activities were completed on June 8, 1998, since the level(s) of contamination exceeded residential cleanup standards. A *Notice of VEMUR* was signed and recorded by Troon Golf and Country Club, Golf Maintenance Facility for Facility ID #0-001776, LUST ID #4010.07 on October 16, 1998. With a recorded VEMUR, the Owner voluntarily agreed to limit and restrict the use of the remediated portion of the Property to non-residential use as defined in A.R.S. §49-151(A). The VEMUR indicated that the source of contamination was from the center of the parcel east of the maintenance building, approximately 165 feet south north of the property and 100 feet east of the western property line. On November 30, 1998, ADEQ issued a Case Closure letter for the 500-gallon used oil UST area indicating that it had determined that UST Section's investigative and remedial requirements had been satisfied as a VEMUR had been recorded. ADEQ further indicated that the vertical extent of laboratory detectable soil contamination was defined to less than 20 feet bgs and the lateral extent of laboratory detectable soil contamination was defined to a radius of approximately 10 feet around the release location. The maximum residual soil contaminant concentration left in the vadose zone included 13,000 mg/Kg total TPH at or about eight feet bgs and 0.15 mg/Kg benzo (g,h,i) perylene and 0.04 mg/Kg pyrene at or about four feet bgs, which is higher than what is allowed for residential standards. Migration of contaminants from releases due to fuel from UST facilities is primarily vertical in unsaturated soils. Therefore, due to the closed status, the relative distance of the remediated portion of the north adjoining property, the potential environmental impact from this facility to the subject Property is currently believed to be low and not considered a REC for the Property.

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Standard Practice E 1527 for the subject Property identified as the two (2) acres of vacant land located south of Happy Valley Road and on the east side of Alma School Road in Scottsdale, Arizona. Any exceptions to, or deletions from, this practice are described in Section 1.1 of this report. Based on information collected during Phase I ESA procedures and analysis, this assessment has revealed no evidence of RECs, controlled recognized environmental conditions (CRECs), historical recognized environmental conditions (HRECs), or *de minimis* conditions in connection with the Property.

## 9.0 RECOMMENDATIONS

Based on information collected during Phase I ESA procedures and analysis, we recommend no further investigation in regards to RECs at the subject Property at this time.

## 10.0 LIMITATIONS

Our investigation has been carried out with diligence and detail consistent with prevailing standards and engineering practice. The scope of this investigation was limited to visual and physical observations made during the site visit, interviews with public agency personnel and a review of reasonably ascertainable records and literature. As a result, our conclusions are based largely on information supplied by others. We as environmental professionals are not required to verify the information, but may rely on the information unless actual knowledge concerning the validity of the information is known or is obvious to the professional, based on other collected information. The assessment focus was on identifying the presence or likely presence of any hazardous substances or petroleum products on a Property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the Property or into the ground, groundwater, or surface water of the Property. We are unable to predict events, which may occur after our site visit and result in Property contamination, such as “midnight” dumping or accidental spillage.

No environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a Property. Performance with ASTM Practice environmental 1527 is intended to reduce, but not eliminate uncertainty, in connection with a Property while recognizing reasonable limits of time and cost. It should not be concluded or assumed that an inquiry was not appropriate inquiry merely because the inquiry did not identify RECs in connection with a Property. Additionally, it cannot be assumed that any RECs identified during the assessment are the only conditions to exist for the Property. Any conclusion should not be construed as a guarantee for absence, or an attempt at quantification of materials creating RECs, but merely the results of the assessment.

## 11.0 RELIANCE

We have performed our services for this project in accordance with our proposal and the report is solely for the use of the City of Scottsdale. Any reliance on this report by any other party shall be at such party's sole risk.

### 12.0 REPORT CERTIFICATION

This environmental site assessment was performed by an environmental professional or conducted under the supervision or responsible charge of an environmental professional. We declare that, to the best of our professional knowledge and belief, the individuals associated with the preparation of this report meet the definition of Environmental professional as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. A summary of Project Personnel Credentials is included in Appendix D.

Respectfully submitted,  
Speedie and Associates

Adela Buster  
Environmental Research Specialist

Connie F. Jiron  
Project Manager

Timothy J. Rheinschmidt, R.G./C.R.S.  
Environmental Division Manager

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**APPENDIX A:  
SPEEDIE & ASSOCIATES MATERIALS TESTING  
AND COMPACTION FIELD REPORTS**

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
 2331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 1

**Date:** November 9, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-15.0'	Pond backfill, 75'N/120'E from SWC of site	NAT-1	7.2 *	132.8 *	140.9	8.6	129.7	97.7	95.0	A
2	1-C	S	FS-15.0'	Pond backfill, 99'N/170'E from SWC of site	NAT-1	7.2 *	132.8 *	139.0	8.1	128.6	96.8	95.0	A
3	1-C	S	FS-15.0'	Pond backfill, 150'N/270'E from SWC of site	NAT-1	7.2 *	132.8 *	141.6	8.0	131.1	98.7	95.0	A
4	1-C	S	FS-15.0'	Pond backfill, 175'N/100'E from SWC of site	NAT-1	7.2 *	132.8 *	140.5	8.6	129.4	97.4	95.0	A
5	1-C	S	FS-15.0'	Pond backfill, 100'N/290'E from SWC of site	NAT-1	7.2 *	132.8 *	140.8	7.9	130.5	98.3	95.0	A
6													
7													
8													
9													
10													

Remarks:

Elevation	Test Area				TASK				Test Element				
	FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q						
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R							
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S							
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T							
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U							
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V							
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23	G Select Cap	O Trench Backfill	W							
	8 Curb/Gutter	16 Other Trench	24	H Underslab Base Course	P	X							

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3531 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6291 Fax (602) 943-5508

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 1

**Date:** November 10, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-14.0'	Pond backfill, 57'N/100'E from SWC of site	NAT-1	7.2 *	132.8 *	138.4	7.6	128.6	96.8	95.0	A
2	1-C	S	FS-14.0'	Pond backfill, 125'N/150'E from SWC of site	NAT-1	7.2 *	132.8 *	138.3	8.1	127.9	96.3	95.0	A
3	1-C	S	FS-14.0'	Pond backfill, 170'N/90'E from SWC of site	NAT-1	7.2 *	132.8 *	141.4	7.6	131.4	98.9	95.0	A
4	1-C	S	FS-14.0'	Pond backfill, 200'N/150'E from SWC of site	NAT-1	7.2 *	132.8 *	140.9	7.9	130.6	98.3	95.0	A
5	1-C	S	FS-14.0'	Pond backfill, 100'N/225'E from SWC of site	NAT-1	7.2 *	132.8 *	140.1	8.3	129.4	97.4	95.0	A
6	1-C	S	FS-14.0'	Pond backfill, 175'N/270'E from SWC of site	NAT-1	7.2 *	132.8 *	140.5	8.0	130.1	98.0	95.0	A
7	1-C	S	FS-14.0'	Pond backfill, 85'N/199'E from SWC of site	NAT-1	7.2 *	132.8 *	139.2	8.4	128.4	96.7	95.0	A
8	1-B	S	FS	West elevated sod pad, 20'S/35'E from NWC	NAT-1	7.2 *	132.8 *	140.6	7.0	131.4	98.9	95.0	A
9	1-B	S	FS	West elevated sod pad, 40'S/90'E from NWC	NAT-1	7.2 *	132.8 *	139.5	6.8	130.6	98.3	95.0	A
10	1-B	S	FS	West elevated sod pad, 70'S/150'E from NWC	NAT-1	7.2 *	132.8 *	140.7	7.5	130.9	98.6	95.0	A

Remarks:

Elevation	Test Area				TASK		
	1 Building Pad	9 Sidewalk	17 Manhole		A Foundation Over-X Backfill	J Pavement - Agg. Base Course	Q
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall		B Subgrade Prep	J AC Pavement-Base Lift	R
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert		C Engineered Fill	K AC Pavement-Intermed. Lift	S
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall		D Structural Backfill	L AC Pavement-Surface Lift	T
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter		E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank		F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23		G Select Cap	O Trench Backfill	W
	8 Curb/Gutter	16 Other Trench	24		H Underslab Base Course	P	X

O - Offsite S - Site A - Approved NA - Not Approved \*Rock/Moisture Corrected Value \*\*Sand Cone Method

EXHIBIT "D"  
Request for Bids  
35 of 108

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 2

**Date:** November 12, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-13.0'	Pond backfill, 35°N/76°E from SWC of site	NAT-1	7.2 *	132.8 *	140.7	8.6	129.6	97.6	95.0	A
2	1-C	S	FS-13.0'	Pond backfill, 90°N/129°E from SWC of site	NAT-1	7.2 *	132.8 *	141.8	7.9	131.4	98.9	95.0	A
3	1-C	S	FS-13.0'	Pond backfill, 159°N/200°E from SWC of site	NAT-1	7.2 *	132.8 *	140.4	7.6	130.5	98.3	95.0	A
4	1-C	S	FS-13.0'	Pond backfill, 190°N/120°E from SWC of site	NAT-1	7.2 *	132.8 *	140.8	8.0	130.4	98.2	95.0	A
5	1-C	S	FS-13.0'	Pond backfill, 120°N/250°E from SWC of site	NAT-1	7.2 *	132.8 *	141.2	8.1	130.6	98.3	95.0	A
6	1-C	S	FS-12.0'	Pond backfill, 50°N/175°E from SWC of site	NAT-1	7.2 *	132.8 *	141.7	7.5	131.8	99.2	95.0	A
7	1-C	S	FS-12.0'	Pond backfill, 100°N/70°E from SWC of site	NAT-1	7.2 *	132.8 *	139.8	8.3	129.1	97.2	95.0	A
8	1-C	S	FS-12.0'	Pond backfill, 150°N/126°E from SWC of site	NAT-1	7.2 *	132.8 *	140.9	8.9	129.4	97.4	95.0	A
9	1-C	S	FS-12.0'	Pond backfill, 195°N/200°E from SWC of site	NAT-1	7.2 *	132.8 *	139.9	7.5	130.1	98.0	95.0	A
10	1-C	S	FS-12.0'	Pond backfill, 79°N/155°E from SWC of site	NAT-1	7.2 *	132.8 *	139.8	7.6	129.9	97.8	95.0	A

Remarks:

Elevation				Test Area				TASK					
Elevation				Test Area				Test Element					
FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q							
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R							
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S							
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T							
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U							
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V							
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23	G Select Cap	O Trench Backfill	W							
	8 Curb/Gutter	16 Other Trench	24	H Underslab Base Course	P	X							

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

EXHIBIT "D"  
Request for Bids  
36 of 108

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
 3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 1099277A  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 2 of 2

**Date:** November 12, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
11	1-C	S	FS-11.0'	Pond backfill, 70'N/190'E from SWC of site	NAT-1	7.2 *	132.8 *	140.6	8.1	130.1	98.0	95.0	A
12	1-C	S	FS-11.0'	Pond backfill, 120'N/90'E from SWC of site	NAT-1	7.2 *	132.8 *	141.3	7.4	131.6	99.1	95.0	A
13	1-C	S	FS-11.0'	Pond backfill, 190'N/200'E from SWC of site	NAT-1	7.2 *	132.8 *	141.5	7.9	131.1	98.7	95.0	A
14	1-C	S	FS-11.0'	Pond backfill, 110'N/100'E from SWC of site	NAT-1	7.2 *	132.8 *	140.8	7.6	130.9	98.6	95.0	A
15	1-C	S	FS-11.0'	Pond backfill, 150'N/250'E from SWC of site	NAT-1	7.2 *	132.8 *	139.9	8.0	129.5	97.5	95.0	A
16													
17													
18													
19													
20													

Remarks:

Elevation	Test Area				TASK		
	1 Building Pad	9 Sidewalk	17 Manhole		A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall		B Subgrade Prep	J AC Pavement-Base Lift	R
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert		C Engineered Fill	K AC Pavement-Intermed. Lift	S
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall		D Structural Backfill	L AC Pavement-Surface Lift	T
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter		E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank		F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23		G Select Cap	O Trench Backfill	W
	8 Curb/Gutter	16 Other Trench	24		H Underslab Base Course	P	X

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 2

**Date:** November 15, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-10.0'	Pond backfill, 39°N/90°E from SWC of site	NAT-1	7.2 *	132.8 *	140.8	7.6	130.9	98.6	95.0	A
2	1-C	S	FS-10.0'	Pond backfill, 120°N/250°E from SWC of site	NAT-1	7.2 *	132.8 *	139.6	9.0	128.1	96.5	95.0	A
3	1-C	S	FS-10.0'	Pond backfill, 175°N/100°E from SWC of site	NAT-1	7.2 *	132.8 *	140.4	8.3	129.6	97.6	95.0	A
4	1-C	S	FS-10.0'	Pond backfill, 100°N/75°E from SWC of site	NAT-1	7.2 *	132.8 *	140.1	8.0	129.7	97.7	95.0	A
5	1-C	S	FS-9.0'	Pond backfill, 100°N/290°E from SWC of site	NAT-1	7.2 *	132.8 *	141.9	8.5	130.8	98.5	95.0	A
6	1-C	S	FS-9.0'	Pond backfill, 159°N/110°E from SWC of site	NAT-1	7.2 *	132.8 *	141.6	7.9	131.2	98.8	95.0	A
7	1-C	S	FS-9.0'	Pond backfill, 200°N/169°E from SWC of site	NAT-1	7.2 *	132.8 *	141.0	8.1	130.4	98.2	95.0	A
8	1-C	S	FS-9.0'	Pond backfill, 150°N/225°E from SWC of site	NAT-1	7.2 *	132.8 *	139.4	8.4	128.6	96.8	95.0	A
9	1-C	S	FS-8.0'	Pond backfill, 75°N/160°E from SWC of site	NAT-1	7.2 *	132.8 *	140.5	8.0	130.1	98.0	95.0	A
10	1-C	S	FS-8.0'	Pond backfill, 190°N/225°E from SWC of site	NAT-1	7.2 *	132.8 *	141.8	7.7	131.7	99.2	95.0	A

Remarks:

Elevation	Test Area				TASK			Test Element		
	FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q			
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R				
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S				
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T				
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U				
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V				
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23	G Select Cap	O Trench Backfill	W				
	8 Curb/Gutter	16 Other Trench	24	H Underslab Base Course	P	X				

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6291 Fax (602) 943-5508

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 2 of 2

**Date:** November 15, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
11	1-C	S	FS-8.0'	Pond backfill, 120'N/100'E from SWC of site	NAT-1	7.2 *	132.8 *	140.9	7.9	130.6	98.3	95.0	A
12	1-C	S	FS-8.0'	Pond backfill, 185'N/125'E from SWC of site	NAT-1	7.2 *	132.8 *	139.9	7.7	129.9	97.8	95.0	A
13													
14													
15													
16													
17													
18													
19													
20													

Remarks:

Elevation	Test Area				TASK				Test Element				
	FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q						
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R							
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S							
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T							
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U							
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V							
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23	G Select Cap	O Trench Backfill	W							
	8 Curb/Gutter	16 Other Trench	24	H Underslab Base Course	P	X							

O - Offsite    S - Site    A- Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

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GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
 5331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 2

**Date:** November 16, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-7.0'	Pond backfill, 50'N/100'E from SWC of site	NAT-1	7.2 *	132.8 *	141.1	7.2	131.6	99.1	95.0	A
2	1-C	S	FS-7.0'	Pond backfill, 110'N/150'E from SWC of site	NAT-1	7.2 *	132.8 *	141.0	7.9	130.7	98.4	95.0	A
3	1-C	S	FS-7.0'	Pond backfill, 170'N/130'E from SWC of site	NAT-1	7.2 *	132.8 *	141.8	7.1	132.4	99.7	95.0	A
4	1-C	S	FS-7.0'	Pond backfill, 100'N/220'E from SWC of site	NAT-1	7.2 *	132.8 *	143.4	7.8	133.0	100.2	95.0	A
5	1-C	S	FS-7.0'	Pond backfill, 169'N/270'E from SWC of site	NAT-1	7.2 *	132.8 *	140.4	8.3	129.6	97.6	95.0	A
6	1-C	S	FS-6.0'	Pond backfill, 55'N/70'E from SWC of site	NAT-1	7.2 *	132.8 *	141.5	7.6	131.5	99.0	95.0	A
7	1-C	S	FS-6.0'	Pond backfill, 100'N/150'E from SWC of site	NAT-1	7.2 *	132.8 *	141.3	7.1	131.9	99.3	95.0	A
8	1-C	S	FS-6.0'	Pond backfill, 180'N/270'E from SWC of site	NAT-1	7.2 *	132.8 *	139.9	7.3	130.4	98.2	95.0	A
9	1-C	S	FS-6.0'	Pond backfill, 200'N/170'E from SWC of site	NAT-1	7.2 *	132.8 *	140.9	8.0	130.5	98.3	95.0	A
10	1-C	S	FS-6.0'	Pond backfill, 150'N/288'E from SWC of site	NAT-1	7.2 *	132.8 *	141.9	7.4	132.1	99.5	95.0	A

Remarks:

Elevation	Test Area			TASK		
	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23	G Select Cap	O Trench Backfill	W
	8 Curb/Gutter	16 Other Trench	24	H Underslab Base Course	P	X

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

EXHIBIT "D"  
 Request for Bids  
 40 of 108

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
 7331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 2 of 2

**Date:** November 16, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
11	1-C	S	FS-5.0'	Pond backfill, 30'N/75'E from SWC of site	NAT-1	7.2 *	132.8 *	140.5	7.6	130.6	98.3	95.0	A
12	1-C	S	FS-5.0'	Pond backfill, 90'N/170'E from SWC of site	NAT-1	7.2 *	132.8 *	139.0	7.0	129.9	97.8	95.0	A
13	1-C	S	FS-5.0'	Pond backfill, 170'N/220'E from SWC of site	NAT-1	7.2 *	132.8 *	141.2	7.3	131.6	99.1	95.0	A
14	1-C	S	FS-5.0'	Pond backfill, 100'N/105'E from SWC of site	NAT-1	7.2 *	132.8 *	141.4	7.1	132.0	99.4	95.0	A
15	1-C	S	FS-5.0'	Pond backfill, 160'N/249'E from SWC of site	NAT-1	7.2 *	132.8 *	141.6	7.9	131.2	98.8	95.0	A
16													
17													
18													
19													
20													

Remarks:

Elevation	Test Area				TASK			Test Element		
	FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q			
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R				
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S				
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T				
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U				
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V				
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23	G Select Cap	O Trench Backfill	W				
	8 Curb/Gutter	16 Other Trench	24	H Underslab Base Course	P	X				

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
 5331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6291 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 1

**Date:** November 17, 2010  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-4.0'	Pond backfill, 50'N/75'E from SWC of site	NAT-1	7.2 *	132.8 *	140.3	7.0	131.1	98.7	95.0	A
2	1-C	S	FS-4.0'	Pond backfill, 100'N/120'E from SWC of site	NAT-1	7.2 *	132.8 *	140.5	6.8	131.6	99.1	95.0	A
3	1-C	S	FS-4.0'	Pond backfill, 170'N/250'E from SWC of site	NAT-1	7.2 *	132.8 *	139.4	8.0	129.1	97.2	95.0	A
4	1-C	S	FS-4.0'	Pond backfill, 150'N/85'E from SWC of site	NAT-1	7.2 *	132.8 *	139.8	7.6	129.9	97.8	95.0	A
5	1-C	S	FS-4.0'	Pond backfill, 110'N/260'E from SWC of site	NAT-1	7.2 *	132.8 *	139.9	7.1	130.6	98.3	95.0	A
6													
7													
8													
9													
10													

Remarks:

Elevation	Test Area				TASK		
	1 Building Pad	9 Sidewalk	17 Manhole		A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q
FB - Bottom of Footing	2 Parking Lot	10 Waterline Trench	18 Retaining Wall		B Subgrade Prep	J AC Pavement-Base Lift	R
FS - Finish Subgrade	3 Driveway	11 Fireline Trench	19 Box Culvert		C Engineered Fill	K AC Pavement-Intermed. Lift	S
FG - Finish Grade	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall		D Structural Backfill	L AC Pavement-Surface Lift	T
FP - Finish Pavement	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter		E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U
FF - Finish Floor	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank		F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V
SL - Spring Line	7 Apron	15 Irrigation Trench	23		G Select Cap	O Trench Backfill	W
TB - Bottom of Trench	8 Curb/Gutter	16 Other Trench	24		H Underslab Base Course	P	X

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3531 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 942-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Cliff Johnson / bsm  
**Person Notified of Results:** Ben Norton with City of Scottsdale

**Page:** 1 of 1

**Date:** November 19, 2010

**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	1-C	S	FS-3.0'	Pond backfill, 40'N/200'E from SWC of site	NAT-1	7.2 *	132.8 *	139.3	7.9	129.1	97.2	95.0	A
2	1-C	S	FS-3.0'	Pond backfill, 98'N/40'E from SWC of site	NAT-1	7.2 *	132.8 *	138.7	8.3	128.1	96.5	95.0	A
3	1-C	S	FS-3.0'	Pond backfill, 160'N/150'E from SWC of site	NAT-1	7.2 *	132.8 *	140.9	6.9	131.8	99.2	95.0	A
4	1-C	S	FS-3.0'	Pond backfill, 190'N/99'E from SWC of site	NAT-1	7.2 *	132.8 *	139.8	7.4	130.2	98.0	95.0	A
5	1-C	S	FS-3.0'	Pond backfill, 100'N/220'E from SWC of site	NAT-1	7.2 *	132.8 *	139.9	7.8	129.8	97.7	95.0	A
6													
7													
8													
9													
10													

Remarks:

Elevation	Test Area				TASK			
	1 Building Pad	9 Sidewalk	17 Manhole		A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q	
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall		B Subgrade Prep	J AC Pavement-Base Lift	R	
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert		C Engineered Fill	K AC Pavement-Intermed. Lift	S	
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall		D Structural Backfill	L AC Pavement-Surface Lift	T	
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter		E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U	
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank		F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V	
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23		G Select Cap	O Trench Backfill	W	
	8 Curb/Gutter	16 Other Trench	24		H Underslab Base Course	P	X	

O - Offsite    S - Site    A - Approved    NA - Not Approved    \*Rock/Moisture Corrected Value    \*\*Sand Cone Method

**SPEEDIE  
AND ASSOCIATES**

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PROJECT NO. 109927TA

SHEET 1 of 1

**DAILY FIELD REPORT**

**PROJECT:** Troon North Park – 168943  
**LOCATION:** 24301 N Alma School Pkwy

**DATE:** May 5, 2011  
**WEATHER:** Clear, calm  
**ENG./TECH.** Bryan Allen

**CLIENT:**  
**CONTRACTOR:** Markham Contracting

**CLIENT'S REPRESENTATIVE:**  
**CONTRACTOR'S REPRESENTATIVE:** Scott with Markham Contracting

**PROGRESS OF WORK:**

The writer arrived on site to observe the engineered fill for the pond at 24301 N Alma School Pkwy. The writer observed the contractor's and procedures of the import being placed and the contractor's practices and procedures appeared to be acceptable. The contractor does not need any FDT test today because the lift was tested yesterday. The contractor is working all day to maybe install one lift which will be tested on tomorrow's date.



PROJECT NO. 10992.TTA  
 PERMIT NO. \_\_\_\_\_  
 SHEET 1 of 1

**DAILY FIELD REPORT (Preliminary Field Copy)**

PROJECT	TROON NORTH PARK	DATE	5-24-2011
LOCATION	27775 N. ALMA SCHOOL PKWY SCOTTSDALE.	WEATHER	C/C
		ENG/TECH.	EMH
CLIENT	C.O.S.		
CONTRACTOR	MARKHAM; DOMRES		
CLIENT'S REPRESENTATIVE	BOB NORTON w/LOS		
CONTRACTOR'S REPRESENTATIVE	SCOTT W/MARKHAM		

**PROGRESS OF WORK:**

THE WRITER WAS REQUESTED BY THE CITY OF SCOTTSDALE TO MONITOR THE ENTIRE OPERATION OF FILL MATERIAL <sup>FROM</sup> TROON NORTH PARK. ON-SITE MATERIAL WAS BEING MOVED TO A FUTURE RESIDENTIAL SITE AT 24301 N. ALMA SCHOOL PKWY IN SCOTTSDALE.

THE GENERAL CONTRACTOR, MARKHAM USED THE SERVICES OF DOMRES TO LOAD BULKY DUMP TRUCKS FROM TROON NORTH PARK. THE WRITER OBSERVED THE LOADING AND UNLOADING AT BOTH SITES TO ENSURE QUANTITY ASSURANCE. THE GENERAL CONTRACTOR WAS ~~CONSIDERED~~ RESPONSIBLE FOR GRADING AND PLACEMENT AT THE IMPORT SITE. I OBSERVED MARKHAM PLACE, PROCESS, AND GRADE THE SITE WITH THE USE OF A BLADE AND WATER TRUCK THROUGHOUT THE DAY.

- END OF REPORT -

This report is a preliminary copy of the work performed today and is subject to review/correction by a professional engineer with Speedie & Associates.

PROJECT NO. 1099277A  
 PERMIT NO. \_\_\_\_\_  
 SHEET 1 of 1

**DAILY FIELD REPORT (Preliminary Field Copy)**

PROJECT	TROON NORTH PARK	DATE	5-25-2011
LOCATION	27775 N. ALMA SCHOOL PKWY, SCOTTSDALE	WEATHER	C/C
		ENG/TECH.	G-H
CLIENT	C.O.S.		
CONTRACTOR	MARKHAM, DOMRES		
CLIENT'S REPRESENTATIVE	BOB NORTON W/COS		
CONTRACTOR'S REPRESENTATIVE	SCOTT W/MARKHAM		

**PROGRESS OF WORK:**

THE WRITER WAS REQUESTED BY THE CITY OF SCOTTSDALE TO MONITOR THE EARTHWORK OPERATIONS AT TROON NORTH PARK.

THE CONTRACTOR MARKHAM WITH THE SERVICES OF DOMRES LOADED ON-SITE MATERIAL AT TROON AND EXPORTED IT TO A FUTURE RESIDENTIAL SITE AT 24301 N. ALMA SCHOOL PKWY. THE WRITER OBSERVED THE LOADING AND UNLOADING AT BOTH SITES TO ENSURE QUALITY. THE WRITER OBSERVED AND CHECKED THE ~~SITE~~<sup>FOR</sup> ROCK TO BE 6" MAXIMUM THROUGHOUT THE REMAINDER OF LIFTS. MARKHAM WAS RESPONSIBLE FOR PROCESSING AND GRADING WITH THE USE OF A BLADE AND ~~WATER~~ P.WATER TRUCK.

- END OF REPORT -

This report is a preliminary copy of the work performed today and is subject to review/correction by a professional engineer with Speedie & Associates.

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS

3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham ; Valley Rain Landscaping

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Ed Hines / lb  
**Person Notified of Results:** Ben Norton and Mike with City of Scottsdale

**Page:** 1 of 1

**Date:** June 29, 2011

**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	24-C	O	FS-2.0'	30'S/50'W from NEC	NAT-1	7.2 *	132.8 *	135.7	7.0	126.8	95.5	95.0	A
2	24-C	O	FS-2.0'	50'N/30'W from SEC	NAT-1	7.2 *	132.8 *	135.1	6.8	126.5	95.3	95.0	A
3	24-C	O	FS-2.0'	100'S/100'W from NEC	NAT-1	7.2 *	132.8 *	135.4	6.5	127.1	95.7	95.0	A
4	24-C	O	FS-2.0'	75'N/75'W from SEC	NAT-1	7.2 *	132.8 *	135.4	7.1	126.4	95.2	95.0	A
5													
6													
7													
8													
9													
10													

Remarks:

Elevation				Test Area				TASK				Test Element			
FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	J Pavement - Agg. Base Course	Q									
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R									
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S									
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T									
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U									
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V									
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23 Gabion Wall	G Select Cap	O Trench Backfill	W									
	8 Curb/Gutter	16 Other Trench	24 Pond Area	H Underslab Base Course	P	X									

O - Offsite

S - Site

A - Approved

NA - Not Approved

\*Rock/Moisture Corrected Value

\*\*Sand Cone Method

EXHIBIT "D"  
Request for Bids

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

## PHASE I REPORT FIELD DENSITY TEST DAILY REPORT

Page: 1 of 1

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham ; Valley Rain Landscaping

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Ed Hines / lb  
**Person Notified of Results:** Ben Norton and Mike with City of Scottsdale  
**Date:** June 30, 2011  
**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	24-C	O	FS-1.0'	75'S/55'E from NWC	NAT-1	7.2 *	132.8 *	136.2	6.8	127.5	96.0	95.0	A
2	24-C	O	FS-1.0'	25'S/125'W from NEC	NAT-1	7.2 *	132.8 *	137.1	7.0	128.1	96.5	95.0	A
3	24-C	O	FS-1.0'	15'S/75'E from NWC	NAT-1	7.2 *	132.8 *	138.7	6.5	130.2	98.0	95.0	A
4													
5													
6													
7													
8													
9													
10													

Remarks:

Elevation	Test Area			TASK		Test Element	
	FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R	
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S	
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T	
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U	
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V	
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23 Gabion Wall	G Select Cap	O Trench Backfill	W	
	8 Curb/Gutter	16 Other Trench	24 Pond Area	H Underslab Base Course	P	X	

O - Offsite

S - Site

A - Approved

NA - Not Approved

EXHIBIT "D"  
Request for Bids

\*Rock/Moisture Corrected Value

\*\*Sand Cone Method

# SPEEDIE AND ASSOCIATES

GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS  
3331 E. Wood St., Phoenix, Arizona 85040 Telephone (602) 997-6391 Fax (602) 943-5508

PHASE I REPORT

## FIELD DENSITY TEST DAILY REPORT

**Project:** Troon North Park - 168943  
**Location:** 27775 N Alma School Pkwy - Scottsdale, AZ  
**Client:** Scottsdale, City of - Capital Improvements  
**Contractor:** Markham

**Permit:**  
**Speedie Project No.:** 109927TA  
**Technician:** Ed Hahn / lb  
**Person Notified of Results:** Ben Norton and Mike with City of Scottsdale

**Page:** 1 of 1

**Date:** July 1, 2011

**Weather:** Clear, calm

Test #	Task #	(O) (S)	Elev.	Test Location	Material	Opt. Moist.	Max. Density	Wet Density	% Moist.	Dry Density	% Comp.	Req'd Comp.	Test Result
1	24-C	O	FS-1.0'	20'N/30'W from SEC	NAT-1	7.2 *	132.8 *	139.3	7.1	130.1	98.0	95.0	A
2	24-C	O	FS-1.0'	25'N/50'E from SWC	NAT-1	7.2 *	132.8 *	138.4	7.5	128.7	96.9	95.0	A
3	24-C	O	FS-1.0'	50'S/100'E from NWC	NAT-1	7.2 *	132.8 *	137.1	5.9	129.5	97.5	95.0	A
4	24-C	O	FS-1.0'	15'N/20'E from SWC	NAT-1	7.2 *	132.8 *	139.5	6.3	131.2	98.8	95.0	A
5	24-C	O	FS	10'S/35'E from NWC	NAT-1	7.2 *	132.8 *	137.3	7.8	127.4	95.9	95.0	A
6	24-C	O	FS	25'S/75'W from NEC	NAT-1	7.2 *	132.8 *	136.0	5.8	128.5	96.8	95.0	A
7	24-C	O	FS	50'S/110'W from NEC	NAT-1	7.2 *	132.8 *	137.4	6.3	129.3	97.4	95.0	A
8	24-C	O	FS	100'S/125'W from NEC	NAT-1	7.2 *	132.8 *	138.6	6.5	130.1	98.0	95.0	A
9													
10													

Remarks:

Elevation				Test Area				TASK				Test Element			
FB - Bottom of Footing	1 Building Pad	9 Sidewalk	17 Manhole	A Foundation Over-X Backfill	I Pavement - Agg. Base Course	Q									
FS - Finish Subgrade	2 Parking Lot	10 Waterline Trench	18 Retaining Wall	B Subgrade Prep	J AC Pavement-Base Lift	R									
FG - Finish Grade	3 Driveway	11 Fireline Trench	19 Box Culvert	C Engineered Fill	K AC Pavement-Intermed. Lift	S									
FP - Finish Pavement	4 Landscape Area	12 Sanitary Sewer Trench	20 Wall	D Structural Backfill	L AC Pavement-Surface Lift	T									
FF - Finish Floor	5 Transformer Pad	13 Storm Sewer Trench	21 Valley Gutter	E Lime Stabilized Subgrade	M Pipeline/Conduit Bedding	U									
SL - Spring Line	6 Roadway	14 Elec. Conduit Trench	22 Retention Tank	F Non/Low Expansion Cap	N Pipeline/Conduit Shading	V									
TB - Bottom of Trench	7 Apron	15 Irrigation Trench	23 Gabion Wall	G Select Cap	O Trench Backfill	W									
	8 Curb/Gutter	16 Other Trench	24 Pond Area	H Underslab Base Course	P	X									

O - Offsite

S - Site

A - Approved

NA - Not Approved

\*Rock/Moisture Corrected Value

\*\*Sand Cone Method

EXHIBIT "D"  
Request for Bids

**Physical Properties of Soils and Aggregates**

Client: Scottsdale, City of - Capital Improvements  
Jon Hughes  
7550 E. Indian School Rd., Suite 205  
Scottsdale, Arizona 85251

Project No. 109927TA  
Lab No. 344121  
Field No. NAT1  
Report Date: 10/21/2010

Project: Troon North Park - 168943

Location: 27775 N Alma School Pkwy, Scottsdale, Arizona

Material: Sandy Silt with Some Gravel      Sampled By: EMH      Date: 10/20/2010

Source: Native      Submitted By: EMH      Date: 10/20/2010

Supplier: Unknown      Authorized By: Client      Date: 10/20/2010

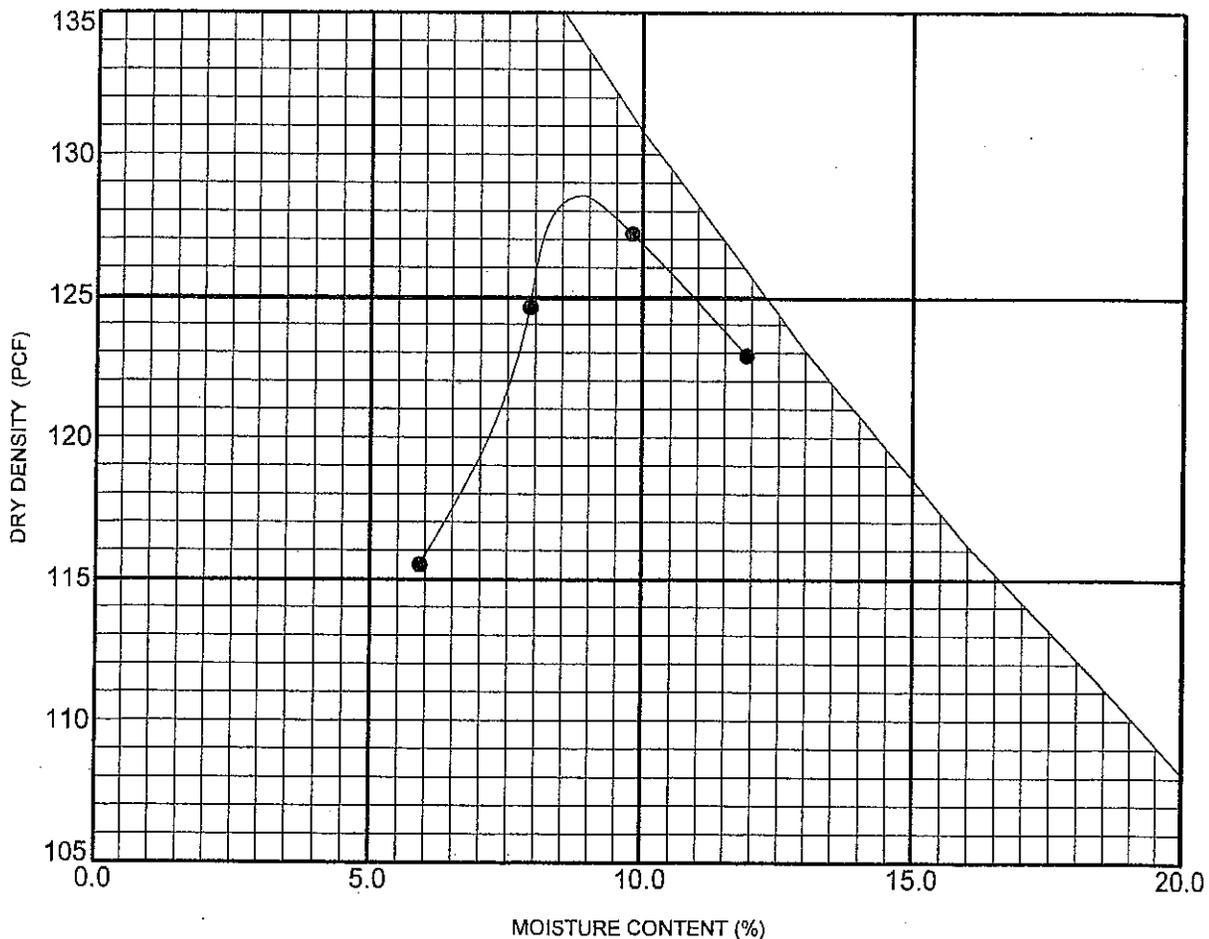
Sample Location: Stockpile from Retention Basin, North of Future Basketball Courts (on-site)

Remarks: 21% Rock Retained on No. 4 Sieve

ASTM D698 Method A

MAXIMUM DRY DENSITY: 128.5 PCF

OPTIMUM MOISTURE CONTENT: 8.9%



PHASE I REPORT

**Schedule Report for Sunday, August 01, 2010 to Tuesday, December 08, 2015**

Dates From: 8/1/2010 To: 12/8/2015, ProjectID: 109927TA, Activity: FDT

Technician	Activity	Date	Time	Project	Paperwork	Comments
<b>BA</b>						
	FDT	5/5/2011	8:00 AM	109927TA	5/6/2011	comp on median sidewalk Ben:602.377.9316 jek
	FDT	5/5/2011	8:00 AM	109927TA	5/6/2011	DFR only/(Multiple trips) This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
<b>CJ</b>						
	FDT	11/9/2010	7:00 AM	109927TA	11/12/2010	densities for footings in recreation area (Ben Norton w/C.O.S. 602-377-9316)bsm
	FDT	11/10/201	7:00 AM	109927TA	11/12/2010	All Day - This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
	FDT	11/12/201	7:00 AM	109927TA	11/15/2010	This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
	FDT	11/15/201	7:00 AM	109927TA	11/17/2010	This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
	FDT	11/17/201	7:00 AM	109927TA	11/18/2010	This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
<b>EMH</b>						
	FDT	12/13/201		109927TA	12/15/2010	restroom footings
	FDT	6/2/2011		109927TA	6/6/2011	add-on, gabion walls
	FDT	6/14/2011		109927TA	6/15/2011	add-on, gabion walls
	FDT	6/17/2011		109927TA	6/20/2011	add-on, gabion walls
	FDT	6/30/2011		109927TA	7/5/2011	CALL IN... Backfill for Pond Mike 480.209.7915
	FDT	9/1/2011		109927TA	9/6/2011	info only tests for Markham
	FDT	9/22/2011		109927TA	9/26/2011	add-on, maintenance ramp
	FDT	10/28/201		109927TA	10/31/2011	Add on, AB on playground
	FDT	12/15/201		109927TA	12/16/2011	Add on
	FDT	10/20/201	6:00 AM	109927TA	10/21/2010	NEW JOB - + pick up native sample (btwn 6-9AM) Ben:602.377.9316 jek
	FDT	7/1/2011	6:00 AM	109927TA	7/5/2011	May need multiple trips. Backfill for pond Mike 480.209.7915
	FDT	11/1/2010	6:30 AM	109927TA	11/3/2010	ABC for sereline (John 602-819-7013)(SC)
	FDT	4/11/2011	6:30 AM	109927TA	4/13/2011	comp on trash enclosure Ben:602.377.9316 jek
	FDT	11/2/2010	7:00 AM	109927TA	11/3/2010	comp on sewer line bf John:602.819.7013 jek
	FDT	12/7/2010	7:00 AM	109927TA	12/8/2010	comp on restroom pad Ben:602.377.9316 jek
	FDT	2/1/2011	7:00 AM	109927TA	2/2/2011	comp on wall #3 sg Ben:602.377.9316 jek
	FDT	2/10/2011	7:00 AM	109927TA	2/14/2011	comp on bf for wall Ben:602.377.9316 jek
	FDT	2/21/2011	7:00 AM	109927TA	2/23/2011	comp on wall bf Ben:602.377.9316 jek
	FDT	3/1/2011	7:00 AM	109927TA	3/2/2011	sg for restroom area Ben:602.377.9316 jek
	FDT	3/3/2011	7:00 AM	109927TA	3/4/2011	comp on bf for walls Ben:602.377.9316 jek
	FDT	3/17/2011	7:00 AM	109927TA	3/18/2011	bf for gavian walls Ben:602.377.9316 jek
	FDT	3/21/2011	7:00 AM	109927TA	3/23/2011	comp on footing Ben:602.377.9316 jek
	FDT	3/25/2011	7:00 AM	109927TA	3/28/2011	wall bf, misc other areas pick up sample by water tank - decomposed granite - run proc, sieve & PI Ben:602.377.9316 jek
	FDT	4/4/2011	7:00 AM	109927TA	4/5/2011	Backfill at Gabion wall 3B and 74 Ben:602.377.9316

12/8/2015 12:46:30 PM

Page 1 of 4

PHASE I REPORT

**Schedule Report for Sunday, August 01, 2010 to Tuesday, December 08, 2015**

Dates From: 8/1/2010 To: 12/8/2015, ProjectID: 109927TA, Activity: FDT

Technician	Activity	Date	Time	Project	Paperwork	Comments
FDT		4/6/2011	7:00 AM	109927TA	4/7/2011	comp on wall bf, planter footings Ben:602.377.9316 jek
FDT		4/13/2011	7:00 AM	109927TA	4/14/2011	gavian wall bf Ben:602.377.9316 jek
FDT		4/19/2011	7:00 AM	109927TA	4/20/2011	Subgrade for crosswalk on Alma School Road Ben:602.377.9316
FDT		5/2/2011	7:00 AM	109927TA	5/4/2011	comp on wall 4 Ben:602.377.9316 jek
FDT		5/24/2011	7:00 AM	109927TA	5/25/2011	DFR/This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
FDT		6/7/2011	7:00 AM	109927TA	6/9/2011	wall 63, 67, 48 Ben:602.377.9316 jek
FDT		6/8/2011	7:00 AM	109927TA	6/9/2011	walls Ben:602.377.9316 jek
FDT		6/9/2011	7:00 AM	109927TA	6/10/2011	gavian walls Ben:602.377.9316 jek
FDT		6/10/2011	7:00 AM	109927TA	6/13/2011	gavian walls Ben:602.377.9316 jek
FDT		6/13/2011	7:00 AM	109927TA	6/14/2011	walls, footings Ben:602.377.9316 jek
FDT		7/1/2011	7:00 AM	109927TA	7/5/2011	Gavian walls - Mike 480.209.7915
FDT		8/8/2011	7:00 AM	109927TA	8/9/2011	comp on curb sg Ben:602.377.9316 jek
FDT		8/9/2011	7:00 AM	109927TA	8/10/2011	comp on curb AB Ben:602.377.9316 jek
FDT		8/30/2011	7:00 AM	109927TA	8/31/2011	comp on driveway, footing for benches at shade structure Ben:602.377.9316 jek
FDT		9/14/2011	7:00 AM	109927TA	9/16/2011	sidewalk around bball court Ben:602.377.9316 jek
FDT		9/23/2011	7:00 AM	109927TA	9/26/2011	comp on sg for playground Ben:602.377.9316 jek
FDT		9/26/2011	7:00 AM	109927TA	9/27/2011	bottom of bench Ben:602.377.9316 jek
FDT		3/8/2011	7:11 AM	109927TA	3/9/2011	footings at turf area Ben:602.377.9316 jek
FDT		3/9/2011	7:11 AM	109927TA	3/10/2011	comp on wall bf Ben:602.377.9316 jek
FDT		3/11/2011	7:11 AM	109927TA	3/14/2011	comp on wall bf Ben:602.377.9316 jek
FDT		3/14/2011	7:11 AM	109927TA	3/16/2011	comp on wall Ben:602.377.9316 jek
FDT		3/16/2011	7:11 AM	109927TA	3/17/2011	bf for wall 16 & retaining wall trench turf area Ben:602.377.9316 jek
FDT		3/24/2011	7:11 AM	109927TA	3/25/2011	CALL IN: footings, trail head Ben:602.377.9316 jek
FDT		4/8/2011	7:11 AM	109927TA	4/11/2011	CALL IN: sog, trash enclosure, wall bf Ben:602.377.9316 jek
FDT		4/14/2011	7:11 AM	109927TA	4/15/2011	Backfill at Gabion wall 71 and SOG for Trash enclosure Ben:602.377.9316
FDT		4/20/2011	7:11 AM	109927TA	4/21/2011	comp on wall Ben:602.377.9316 jek
FDT		5/10/2011	7:11 AM	109927TA	5/11/2011	comp on wall Ben:602.377.9316 jek
FDT		5/20/2011	7:11 AM	109927TA	5/23/2011	gabion wals
FDT		5/24/2011	7:11 AM		5/25/2011	comp on walls Ben:602.377.9316 jek
FDT		5/25/2011	7:11 AM	109927TA	5/27/2011	DFR only/CALL IN:This is at the pond 24301 N Alma School Pkwy - Hauling 17,000 yds of dirt Monitor process Ben:602.377.9316 jek (Call Geoffrey for details)
FDT		5/26/2011	7:11 AM	109927TA	5/31/2011	CALL IN: comp on walls Ben:602.377.9316 jek
FDT		5/27/2011	7:11 AM	109927TA	5/31/2011	CALL IN: walls Ben:602.377.9316 jek
FDT		6/1/2011	7:11 AM	109927TA	6/2/2011	walls 6, 7, 13, 22, 36 Ben:602.377.9316 jek
FDT		6/6/2011	7:11 AM	109927TA	6/7/2011	
FDT		6/15/2011	7:11 AM	109927TA	6/16/2011	walls 14 & 18 Ben:602.377.9316 jek
FDT		6/16/2011	7:11 AM	109927TA	6/20/2011	CALL IN: gavian walls per EMH
FDT		6/22/2011	7:11 AM	109927TA	6/23/2011	walls 60, 66 Ben:602.377.9316 jek
FDT		6/29/2011	7:11 AM	109927TA	6/30/2011	compaction for gabion walls (#14, #18, #21, #40) Ben:602.377.9316
FDT		7/8/2011	7:11 AM	109927TA	7/11/2011	DFR only/walls 31 & 32 Ben:602.377.9316 jek

12/8/2015 12:46:30 PM

Page 2 of 4

**Daren Voyles**


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**From:** Tim Rheinschmidt  
**Sent:** Friday, April 09, 2010 9:19 AM  
**To:** Daren Voyles  
**Subject:** FW: Proposed Dirt for structural fill at Troon Pond  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed  
**Attachments:** G16505SuppNo1.pdf; G16505 - GCI Seismic Refraction Report 2008171.pdf

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**From:** Michael P. Valentine [mailto:mvalentine@veeaz.com]  
**Sent:** Thursday, April 08, 2010 11:54 AM  
**To:** Tim Rheinschmidt  
**Cc:** Hassert, Christopher; Hill, Chuck; Perkins, Christopher; Dolan, Ron; Jared Christensen; Teresa A. Valentine  
**Subject:** Proposed Dirt for structural fill at Troon Pond

Hi Tim,

Please see attached Geotech report from RAM of the proposed fill dirt for structural fill at the Troon Pond. Use this at your discretion for your analysis of the proposed fill at the Troon Pond.

Please contact Chuck Hill for his direction and assistance in locating the existing fill site location and access to it. We would like your professional opinion on the existing fill meeting structural fill criteria.

I will also need your review and comment on the excavation and backfill specification I will be emailing to you.

Please consider this your notice to proceed for this first effort of evaluating the existing proposed fill.

Please call or drop a line for further discussion.

Thanks  
 Michael P. Valentine, P.E.  
 Principal

*Celebrating 10 years 2000-2010*



15845 South 46th Street, Suite 144  
 Phoenix, AZ 85048 • Phone: 480-283-8991 • Fax: 480-283-0082  
 www.veeaz.com

BORROW SOURCE

**Geotechnical Engineering Report  
Troon North Park – Phase I  
Near NEC Alma School Parkway &  
Pinnacle Vista Drive  
Scottsdale, Arizona  
RAMM Project No. G16505  
Supplement No. 1**

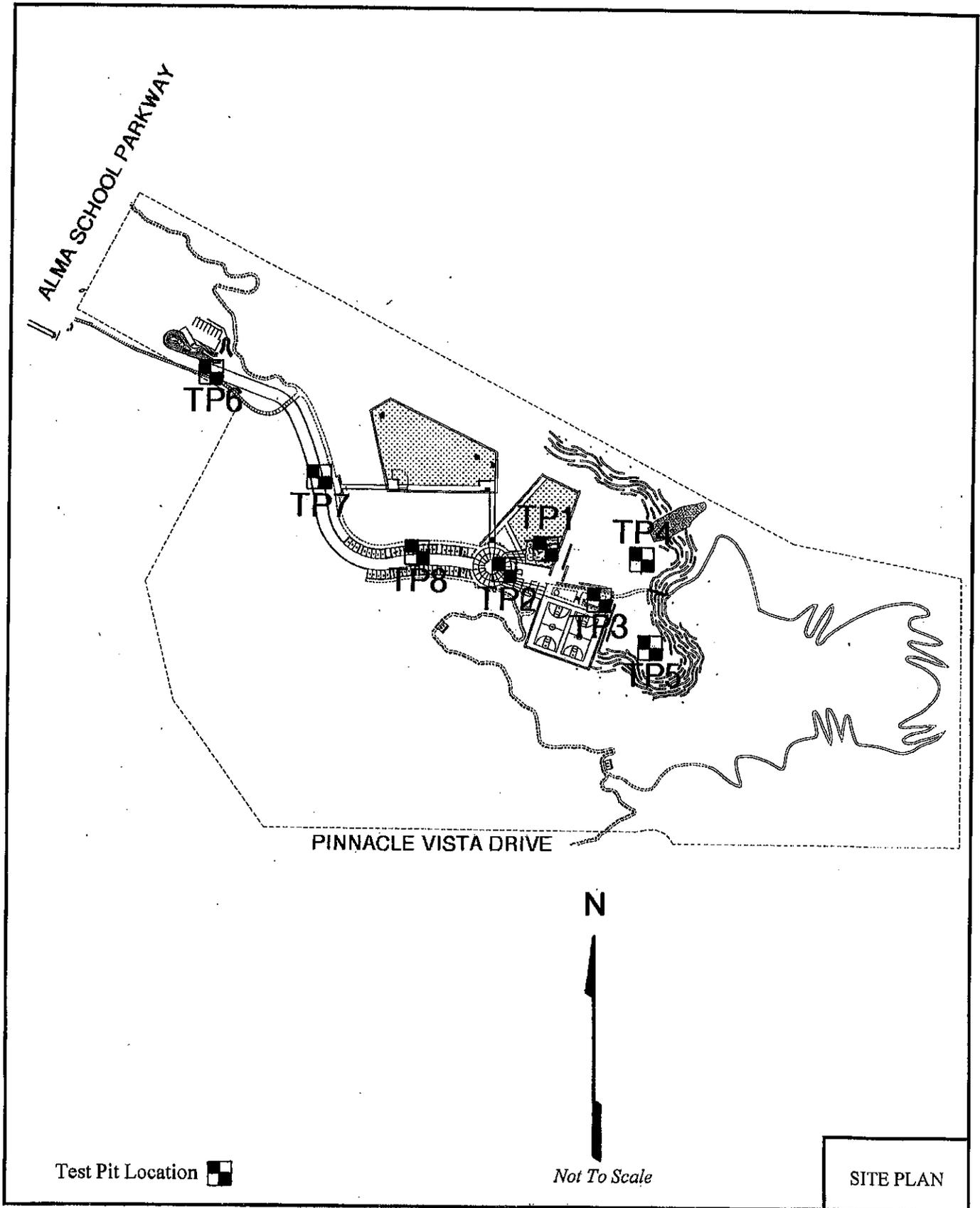


*Expires 9/30/2012*

For:  
JJR Floor  
1425 North First Street, Second Floor  
Phoenix, Arizona 85004



By:  
Ricker-Atkinson-McBee-Morman & Associates, Inc.  
2105 South Hardy Drive, Suite 13  
Tempe, Arizona 85282



**TEST PIT LOG**

Project:     Troon North Park Phase I - Scottsdale, AZ     TEST PIT:     TP- 1      
 Elevation:     Not Determined     Datum:     ---     Date:     8-31-09    

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
		40	R	*	2	SM	Silty Sand, Some Gravel; brown, slightly damp, loose to medium dense, non-plastic fines.
5							Granite, mottled brown/grey, decomposed to moderately weathered, weathering decreasing with depth, soft to moderately hard, hardness increasing with depth.
10							
15							Stopped excavation at 15 feet. No groundwater observed.
20							* Sample too disturbed to determine density.
25							

This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.

TEST PIT LOG

Project:     Troon North Park Phase I - Scottsdale, AZ    

TEST PIT:     TP- 2    

Elevation:     Not Determined    

Datum:     ---    

Date:     8-31-09    

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5		63	R	95	2	SM	Silty Sand, Some Gravel; brown, slightly damp, loose to medium dense, non-plastic fines. Medium dense to dense below depth of 2 feet.
10							Granite, mottled brown/grey, decomposed to moderately weathered, weathering decreasing with depth, soft to moderately hard, hardness increasing with depth.
15							Stopped excavation at 15 feet. No groundwater observed.
20							
25							

This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.

**TEST PIT LOG**

Project: Troon North Park Phase I - Scottsdale, AZ TEST PIT: TP- 3  
 Elevation: Not Determined Datum: --- Date: 8-31-09

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
						SM	Silty Sand, Some Gravel; brown, slightly damp, loose to medium dense, non-plastic fines.
5		50/4	R	NR			Granite, mottled brown/grey, decomposed to highly weathered, soft to moderately soft, weathered in-place cobble and boulder sized clasts below a depth of 5 feet.
10							Backhoe refusal at 7 feet. No groundwater observed. NR = No Recovery
15							
20							
25							

This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.

**TEST PIT LOG**

Project:     Troon North Park Phase I - Scottsdale, AZ     TEST PIT:     TP- 4      
 Elevation:     Not Determined     Datum:     ---     Date:     8-31-09    

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5						SM	Silty Sand, Some Gravel; brown, slightly damp, loose to medium dense, non-plastic fines.
10							Granite, mottled brown/grey, decomposed to highly weathered, soft to moderately soft, weathered in-place cobble and boulder sized clasts.
15							Backhoe refusal at 9.5 feet. No groundwater observed.
20							
25							

This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.

**TEST PIT LOG**

Project: Troon North Park Phase I - Scottsdale, AZ

TEST PIT: TP- 5

Elevation: Not Determined

Datum: ---

Date: 8-31-09

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
						SC	Clayey Sand, Some Gravel; brown, slightly damp, loose to medium dense, medium plasticity fines.
5							Granite, mottled brown/grey, decomposed to moderately weathered, weathering decreasing with depth, soft to moderately hard, hardness increasing with depth.
10							
15							Stopped excavation at 15 feet. No groundwater observed.
20							
25							
<p>This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.</p>							

TEST PIT LOG

Project: Troon North Park Phase I - Scottsdale, AZ

TEST PIT: TP- 6

Elevation: Not Determined

Datum: ---

Date: 8-31-09

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
						SM	Silty Sand, Some Gravel; brown, slightly damp, loose to medium dense, non-plastic fines.
5							Stopped excavation at 3 feet. No groundwater observed.
10							
15							
20							
25							
<p>This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.</p>							

**TEST PIT LOG**

Project:     Troon North Park Phase I - Scottsdale, AZ    

TEST PIT:     TP- 7    

Elevation:     Not Determined    

Datum:     ---    

Date:     8-31-09    

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
0						SM	Silty Sand, Some Gravel; brown, slightly damp, loose to medium dense, non-plastic fines.
3							Granite, mottled brown/grey, decomposed to highly weathered, weathering decreasing with depth, soft to moderately soft, hardness increasing with depth.
5							Stopped excavation at 3 feet. No groundwater observed.
10							
15							
20							
25							

This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.

**TEST PIT LOG**

Project: Troon North Park Phase I - Scottsdale, AZ

TEST PIT: TP- 8

Elevation: Not Determined

Datum: ---

Date: 8-31-09

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
						SC	Clayey Sand, Some Gravel; brown, slightly damp, loose to medium dense, medium plasticity fines.
5							Stopped excavation at 3 feet. No groundwater observed.
10							
15							
20							
25							

This test pit log represents the conditions encountered on the date of excavation at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this test pit location.

**APPENDIX B  
LABORATORY ANALYSIS**



**R.A.M.M.**

**LABORATORY TEST RESULTS**

**Date:** 3-Sep-09

**SAMPLE SOURCE:** As noted below

**TESTING PERFORMED:** Percent Passing No. 200 Sieve, Atterberg Limits, Percent Expansion (ASTM D1140, D4318, D4546)

**SAMPLED BY:** RAMM/Schirmer

**RESULTS:**

Sample Source	Percent Retained No. 4 Sieve	Percent Passing No. 200 Sieve	Liquid Limit	Plasticity Index	Percent Expansion*	Remolded Dry Density (pcf)	Remolded Moisture Content (%)
TP5 @ 0'-5'	17	17	31	10	0.9	127	5
TP6 @ 0'-3'	25	10	N/A	NP	0.2	127	5
TP8 @ 0'-3'	12	20	N/A	NP	0.3	124	6

\* Based upon sample remolded to 95% of the estimated maximum dry density at 2% below the estimated optimum moisture content, with a surcharge pressure of 100 psf.



**APPENDIX B:  
SURFACE PHOTOGRAPHS**



**Photo No. 1: Southwest corner of the Property facing east along the southern boundary.**



**Photo No. 2: Southwest corner of the Property facing northeast and looking across the Property.**



**Photo No. 3: Southwest corner of the Property facing north along the western boundary.**



**Photo No. 4: Northwest corner of the Property outside the wall facing south along the western boundary.**



**Photo No. 5: Northwest corner of the Property outside the wall facing southeast and looking across the Property.**



**Photo No. 6: Northwest corner of the Property outside the wall facing east along the northern boundary.**



**Photo No. 7: Northeast corner of the Property facing west along the northern boundary.**



**Photo No. 8: Northeast corner of the Property facing southwest and looking across the Property.**



**Photo No. 9: Northwest corner of the Property inside the wall facing southeast and looking across the Property.**



**Photo No. 10: Southwest corner of the Property inside the wall facing northeast and looking across the Property.**



**Photo No. 11: Northeast corner of the Property facing west along the eastern boundary on the south side of the wall.**



**Photo No. 12: Eastern edge of the Property facing north along the eastern boundary near a wash.**



**Photo No. 13: Southeast corner of the Property facing northwest and looking across the Property.**



**Photo No. 14: Southeast corner of the Property facing west along the southern boundary.**



**APPENDIX C:  
REGULATORY DATABASE (ASTM) SEARCH**



# Allands

14947 W. Piccadilly Road, Goodyear, AZ 85395 • Phone: 623-535-7800 • Fax: 623-535-7900  
www.allands.com • e-mail: sharon@allands.com

Historical Title and Environmental Research

## REGULATORY DATABASE (ASTM) SEARCH

YOUR FILE NO: 160268EA

ALLANDS FILE NO: 2016-02-032D

DATE OF REPORT: February 13, 2016

ALLANDS hereby reports the search results of Federal and State Databases according to ASTM standards for Phase I Environmental Site Assessments E 1527-13. Allands is not responsible for errors in the available records. The total liability is limited to the fee paid for this report. This is a confidential, privileged and protected document for the use of Speedie & Associates.

1. The land referred to in this report is located in Maricopa County, Arizona, described as follows:

Property located on the East side of Alma School Road, North of Sonoran Highlands Drive, Scottsdale, Arizona, being in the West half of Section 9, Township 4 North, Range 5 East, Gila and Salt River Base and Meridian.

**REGULATORY DATABASE SEARCH SUMMARY**

<b>Database</b>	<b>Date of Database</b>	<b>Approximate Minimum Search Distance (miles)</b>	<b>Reported Facilities</b>
<b>Standard Federal ASTM Environmental Record Sources</b>			
NPL (National Priorities List) / Proposed NPL / DOD (Department of Defense Sites)	01/16	1.0	0
Delisted National Priorities List	01/16	0.5	0
CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System)/No Further Remedial Action Planned (NFRAP) / Superfund Enterprise Management Systems (SEMS)	01/16	0.5	0
RCRA (Resource Conservation and Recovery Act)	01/16	0.125	0
RCRA – CORRACTS TSDFs (Corrective Action Treatment, Storage, and Disposal Facilities)	01/16	1.0	0
RCRA – Non-CORRACTS TSDFs	01/16	0.5	0
ERNS (Emergency Response Notification System)	01/16	0.125	0
<b>Standard State ASTM Environmental Record Sources</b>			
WQARF (Water Quality Assurance Revolving Fund) Areas	01/16	1.0	0
Superfund Program List (replaces ACIDS)	08/04	0.5	0
Solid Waste Facilities/Landfill Sites – Operating and Closed	05/99 & 05/04	0.5	0
Control Registries	01/16	Site and adjoining	0
Brownfields / Voluntary Remediation Program	10/14	0.5	0
Registered USTs (Underground Storage Tanks) (includes Tribal Records)	01/16	0.125	2
LUSTs (Leaking Underground Storage Tanks) Incident Reports (includes Tribal Records)	01/16	0.5	2
<b>Additional Environmental Record Sources</b>			
RCRA Compliance Facilities	01/16	0.125	0
Hazardous Materials Incidents Emergency Response Logbook	1984-06/01	0.125	0
ADEQ Drywell Registration Database (includes Tribal Records)	01/16	0.125	0
Environmental Permits	01/16	Site	1
Fire Insurance Maps	Various	Site and adjoining	0
Topographical / Aerial Maps	See text	Site and adjoining	2
VEMUR / DEUR / LIENS / DEURTRACKER	01/16	Site	1
DRYCLEANER	06/06	0.125	0
Arizona Department of Water Resources Well Registration Database	11/15	Site and adjoining	See Text

**Allands contacts the appropriate sources on a quarterly basis to maintain currency of data**

## **Standard Federal ASTM Environmental Record Sources**

### **SUPERFUND NATIONAL PRIORITIES LIST (NPL)**

Under Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act the Environmental Protection Agency established a National Priorities List (NPL) of Superfund sites. In addition, Proposed NPL and DOD (Department of Defense) Sites are researched in the section. January, 2016, and searched to identify all NPL/Proposed NPL/ DOD sites within a 1.0 mile search distance from subject property exterior boundaries.

Note: Due to inconsistency between the general area site description in the Narrative site information and the detailed site map, the distance/directions are determined based upon the most current site map available from ADEQ.

No National Priorities List (NPL) / Proposed NPL / DOD Sites were found located within a 1.0 mile search distance from subject property exterior boundaries.

### **DELISTED NATIONAL PRIORITIES LIST**

Site may be delisted from the National Priorities List where no further response is appropriate. This database is provided by the Environmental Protection Agency, dated January, 2016, and searched to identify all Delisted NPL Sites within a 0.5 mile search distance from subject property exterior boundaries.

No Delisted National Priorities List (NPL) Sites were found located within a 0.5 mile search distance from subject property exterior boundaries.

## **FEDERAL CERCLIS / NFRAP LIST / SEMS**

The CERCLIS list contains sites which are either proposed to or on the NPL and sites which are in the screening and assessment phase for possible inclusion on the NPL. Those sites on the NFRAP list have no further remedial action planned. This database has been archived by EPA as of November 12, 2013 and the Superfund Enterprise Management System (SEMS) has replaced the former CERCLIS/NFRAP lists and is dated October 2015 and searched for facilities within a 0.5 mile search distance from subject property exterior boundaries.

No CERCLIS / NFRAP / SEMS facilities were found located within a 0.5 mile search distance from subject property exterior boundaries.

## **RESOURCE CONSERVATION AND RECOVERY ACT FACILITIES (RCRA)**

Under RCRA the Environmental Protection Agency compiles a database of facilities that are involved in the generation of hazardous materials. This database is from the Arizona Department of Environmental Quality RCRAInfo Database, dated January, 2016 and checked for Federal RCRA facilities located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

No Federal RCRA handlers were found located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

### **CODES:**

LQG: Large quantity generator (more than 1000 kg per month)  
SQG: Small quantity generator (100 – 1000 kg per month)  
CEG: Conditionally exempt small quantity generator (less than 100 kg per month)  
N : Not a generator verified or inactive generator

## **CORRACTS FACILITIES**

Under RCRA the Environmental Protection Agency compiles a database of Corrective Action Sites, sites with known contamination. Also known as the RCRA CORRACTS List, this is a list maintained by the EPA of RCRA sites at which contamination has been discovered and where some level of corrective clean-up activity has been undertaken. For example, a site may have been on the RCRA TSD or the RCRA Generators site list, and was placed on the CORRACTS list once contamination was discovered and remediation was underway. This database is dated January, 2016, and checked for facilities which occurred within a 1.0 mile search distance from subject property exterior boundaries.

No Facilities were found which occurred within a 1.0 mile search distance from subject property exterior boundaries.

## **TSD FACILITIES**

Under RCRA the Environmental Protection Agency compiles a database of facilities that are involved in the transportation, treatment, storage, or disposal of hazardous materials. This database is from the Arizona Department of Environmental Quality Arizona Hazardous Waste Treatment, Storage and Disposal Facilities, dated January, 2016, and checked for Facilities which occurred within a 0.5 mile search distance from subject property exterior boundaries.

No TSD Facilities were found which occurred within a 0.5 mile search distance from subject property exterior boundaries.

## **FEDERAL EMERGENCY RESPONSE NOTIFICATION SYSTEM (ERNS) LIST**

The ERNS list is a national database used to collect information on reported releases of oil and hazardous substances. This database is provided by the National Response Center and the EPA through the Right of Know Net by OMB Watch and Unison Institute from 1983 to January, 2016, and checked for incidents located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

No incidents were found located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

## Standard State ASTM Environmental Record Sources

### WATER QUALITY ASSURANCE REVOLVING FUND (WQARF)

The state of Arizona established a remedial program under A.R.S. 49-282 to facilitate the conservation and clean-up of Arizona drinking water and water sources. Under the authority of the WQARF program, the state actively identifies any actual or potential impact upon state waters, evaluates the extent of contamination, identifies parties responsible, and provides money grants to assist in clean-up activities. This database is provided by the Arizona Department of Environmental Quality dated January, 2016, and searched to identify all WQARF sites within a 1.0 mile search distance from subject property exterior boundaries.

Note: Due to inconsistency between the general area site description in the Narrative site information and the detailed site map, the distance/directions are determined based upon the most current site map available from ADEQ.

No WQARF Registry List sites were found located within a 1.0 mile search distance from subject property exterior boundaries.

### ARIZONA SUPERFUND PROGRAM LIST

The Arizona Superfund Program List replaces the Arizona CERCLIS Information Data System (ACIDS). This list is more representative of the sites and potential sites within jurisdiction of the Arizona Department of Environmental Quality Superfund Programs Section (SPS). This database is provided by the Arizona Department of Environmental Quality, dated August, 2004, and searched to identify all sites within a 0.5 mile search distance from subject property exterior boundaries.

No facilities on the Arizona Superfund Program List were found located within a 0.5 mile search distance from subject property exterior boundaries.

Program Status codes:

Pending PI	WQARF Preliminary Investigation (PI) is scheduled or in process
On Registry	PI has resulted in inclusion of a site on the WQARF Registry
ACTIVE	The Department of Defense is presently addressing the site
On NPL	site has been listed on the CERCLA National Priorities List

## LANDFILLS

The state of Arizona maintains listings of closed and permitted, operating landfills and solid waste dump sites. Lists of closed facilities are not necessarily complete - older dumping areas may not be documented. This database is from the Arizona Department of Environmental Quality Waste Programs Division; Solid Waste Section Directory of Arizona Active and Inactive Landfills dated May, 1999 and May, 2004, and checked for active and inactive landfills located within a 0.5 mile search distance from subject property exterior boundaries.

No active nor inactive landfills were found located within a 0.5 mile search distance from subject property exterior boundaries.

### Codes:

**MSWLF:**        **Municipal Solid Waste Landfills**  
**CSWLF:**        **Closed Solid Waste Landfills**  
**CSWOD:**       **Closed Solid Waste Dumps**

## CONTROL REGISTRIES

Under ASTM E 1527-13, Federal, State and Tribal institutional control / engineering control registries need to be researched. The Arizona Department of Environmental Quality has developed the AZURITE Database, reviewed through ADEQ GIS eMaps, which retrieves any institutional or engineering controls, dated January, 2016, and searched for sites which occurred at subject property or adjoining properties.

No institutional or engineering controls were found which occurred at subject property or adjoining properties.

## **BROWNFIELDS / VOLUNTARY CLEANUP PROGRAM**

The Arizona Department of Environmental Quality has developed the AZURITE Database, reviewed through ADEQ GIS eMaps, which includes the ADEQ Voluntary Remediation Program and the ADEQ Brownfields Tracking System, dated October, 2014, and searched for sites which occurred within a 0.5 mile search distance from subject property exterior boundaries.

No brownfield sites were found which occurred within a 0.5 mile search distance from subject property exterior boundaries.

## REGISTERED UNDERGROUND STORAGE TANKS (UST)

State (A.R.S. 49-1001 to 1014) and Federal (RCRA Subtitle I) laws require that persons who own or have owned underground storage tanks containing “regulated substances” complete a notification form and register the tank with the state. Tribal UST records are researched when subject property exterior boundaries are within search distance of Tribal lands. This database is from the Arizona Department of Environmental Quality UST Log dated January, 2016, and searched for UST sites located within a <=0.125 mile search distance from subject property exterior boundaries.

Facility ID	Facility Name	Address	Tank No	Tank Inst Date	Closure Type	Closure Date
0-001776	Troon Golf Course Maintenance Yard	24301 N Alma School Rd	1	1/1/1985	Closed in Place	6/20/1995
0-001776	Troon Golf Course Maintenance Yard	24301 N Alma School Rd	2	1/1/1985	Closed in Place	6/20/1995
0-001776	Troon Golf Course Maintenance Yard	24301 N Alma School Rd	3	1/1/1985	Closed in Place	6/20/1995
0-001776	Troon Golf Course Maintenance Yard	24301 N Alma School Rd	4	1/1/1985	Removal	2/5/1998
0-001776	Troon Golf Course Maintenance Yard	24301 N Alma School Rd	5	1/1/1986	Closed in Place	6/20/1995
0-005464	City Of Scottsdale - Troon Village WWTP	Alma School Rd and Sonoran Highlands Drive	1	1/1/1985	Removal	10/22/1996

### DETAILS

NOTE: Details section is from the ADEQ 2003 UST list, newer lists do not provide this information.

Facility Id	Facility	Owner Id	Owner	
Tank No.	Status	Content	Capacity	Age
Tank Release Detection	Pipe Material	Piping Type	Tank Material	Pipe Release Detection

0-001776 **Troon Golf Maintenance** Maricopa Co. 5881 Desert Troon Equities  
 24301 N Alma School Rd ,Scottsdale AZ 85255  
 1 PERM Gasoline 6000 Manual Tank Gauging Interstitial Monitoring Galvanized Steel Suction: Check (Secondary Containment)  
 2 PERM Gasoline 6000 Manual Tank Gauging Interstitial Monitoring Galvanized Steel Suction: Check (Secondary Containment)  
 3 PERM Diesel 6000 Manual Tank Gauging Interstitial Monitoring Galvanized Steel Suction: Check (Secondary Containment)  
 4 REMV Used Oil 500 Manual Tank Gauging Interstitial Monitoring Galvanized Steel Gravity Feed (Secondary Containment)  
 5 PERM Gasoline 1000 Manual Tank Gauging Interstitial Monitoring Galvanized Steel Gravity Feed (Secondary Containment)

**REGISTERED UNDERGROUND STORAGE TANKS  
(DETAILS CONT.)**

Facility Id	Facility	Owner Id	Owner	
Tank No.	Status	Capacity	Age	Tank Material
Tank Release Detection	Content	Piping Type		Pipe Release Detection
	Pipe Material			

0-005464 **Troon Wastewater Treatment Plant** Maricopa Co. 916 City of Scottsdale Fleet Mgmt  
24301 N Alma School Rd ,Scottsdale AZ 85255  
1 REMV Diesel 550 Manual Tank Gauging Unknown Suction: Check

**REGISTERED LEAKING UNDERGROUND STORAGE TANKS  
(LUST)**

Owners of USTs are required to report to the Arizona Department of Environmental Quality any and all releases of tank contents for which ADEQ maintains an ongoing file documenting the nature of contamination and the status of each such incident. Tribal LUST records are researched when subject property exterior boundaries are within search distance of Tribal lands. This database is from the ADEQ LUST Log dated January, 2016, and searched for LUST sites located within a 0.5 mile search distance from subject property exterior boundaries.

<b>ID</b>	<b>LUST ID NO</b>	<b>FACILITY</b>	<b>ADDRESS</b>	<b>DATE OPEN</b>	<b>DATE CLOSED</b>	<b>P CODE</b>	<b>DIST./ DIREC.</b>
0-001776	4010.01	Troon Golf Course Maintenance Yard	24301 N Alma School Rd	3/16/1995	12/21/1995	5R1	Site Area
	4010.02			3/16/1995	12/21/1995	5R1	
	4010.03			3/16/1995	12/21/1995	5R1	
	4010.04			3/16/1995	12/21/1995	5R1	
	4010.05			3/16/1995	12/21/1995	5R1	
	4010.06			3/16/1995	12/21/1995	5R1	
	4010.07			3/16/1995	12/21/1995	5R1	
0-005464	4426.01	Troon Wastewater Treatment Plant	24301 N Alma School Rd	4/19/1996	9/18/1996	6	Site Area

P CODE (Leaking UST Priority):

5R1	Closed soil levels meet RBCA
6	Incident/tank was determined not to be UST jurisdiction and referred to another program

## **Additional Environmental Record Sources**

### **RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) COMPLIANCE FACILITIES**

The RCRA Compliance Log lists facilities that have been or presently are under investigation for non-compliance with RCRA regulations. Inclusion of any facility on this list indicates a history of compliance problems and RCRA regulatory violation. This database is from the Arizona Department of Environmental Quality RCRA Compliance Log, dated January, 2016, and searched for compliance facilities within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

No compliance facilities were found located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

### **HAZARDOUS MATERIAL INCIDENTS**

The Arizona Department of Environmental Quality (ADEQ) Response Team documents spills and incidents involving hazardous materials that are reported to the unit. This database is from the Arizona Department of Environmental Quality Emergency Response Log from 1984 through June, 2001, and checked for hazardous material incidents located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

No hazardous material incidents were found located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

**ADEQ DRY WELL REGISTRATION DATA BASE**

Dry wells are constructed for the purpose of collecting storm waters. Dry wells are required to be registered with ADEQ. Tribal Drywell records are researched when subject property exterior boundaries are within search distance of Tribal lands. This database is from the ADEQ dry well registration database dated January, 2016, and searched for dry wells located within a <=0.125 mile search distance from subject property exterior boundaries.

No registered dry wells were found located within a <=0.125 mile search distance from subject property exterior boundaries.

**ENVIRONMENTAL PERMITS**

These lists include Groundwater Permits, Reuse Permits; National Pollutant Discharge Elimination System (NPDES) Permitted Facilities and Aquifer Protection Permits. Any facility which discharges a material that directly or indirectly adds any pollutant to the waters of the state may be required to obtain a permit as required by the Aquifer Protection Permit Rules. These databases are from the Arizona Department of Environmental Quality through its AZURITE Database System and the Environmental Protection Agency and updated to January, 2016, and checked for inclusion of subject property.

INVNUM	FAC_NAME	WASTEWATER	AQUIFER	GROUNDWATE	RESUSE	NPDES
100164	Scottsdale, City of / Troon Village WWTP	370168	P100164		R-0030-07	

**FIRE INSURANCE MAPS**

A review was made at the Arizona State Capital Archives for Fire Insurance Maps, more commonly known as Sanborn Maps, which covered the area in which the subject property is located. Subject property is not located within the boundaries of available maps.

**USGS 7.5 MINUTE TOPOGRAPHICAL MAPS  
AERIAL PHOTOS**

The United States Geological Survey Topographic maps and Aerial Photos are derived from Terrain Navigator Software from My Topo, a Trimble Company. ([www.mytopo.com](http://www.mytopo.com)) and are for informational purposes only.

<b>NAME</b>	<b>TYPE</b>	<b>DATE</b>	<b>REVISION</b>	<b>CONTOUR INTERVAL</b>
McDowell Peak	Topo	1965	1982	20 feet
Bing	Aerial	2016		

**VOLUNTARY ENVIRONMENTAL MITIGATION USE RESTRICTIONS BY OWNERS (VEMUR’S); DECLARATION OF ENVIRONMENTAL USE RESTRICTIONS (DEUR); AND ENVIRONMENTAL LIENS**

A.R.S. 49-152. This states that the Director of the Arizona Department of Environmental Quality shall allow property owners, who have voluntarily elected to remediate their property for nonresidential uses, to record in the applicable county recorder’s office a VEMUR limiting, by legal description, the area necessary to protect public health and the environment to nonresidential uses if contamination remains on the property at or above certain levels. In accordance with Arizona Administrative Code (A.A.C.) R18-7-201 et. Seq., a Declaration of Environmental Use Restriction (DEUR) is a voluntary notice to deed which restricts the use of a property to non-residential use. ADEQ maintains a repository listing of sites remediated under programs administered by the department. This is called the Remediation and DEUR Tracking System (RDT) ADEQ’s RDT was researched for inclusion of subject property.

Name	address	parcel number	remediation ID Number	type	program	start date	end date	level achieved	vemur record date	program file number
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	01501	VEMUR	LUST PROGRAM	03-17-1998	03-17-1998	SRL NON-RESIDENTIAL	10-16-1998	UST4010.07
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	01502	OTHER	LUST PROGRAM	12-21-1995	12-21-1995	SRL RESIDENTIAL		UST4010.02
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	01503	OTHER	LUST PROGRAM	12-21-1995	12-21-1995	SRL RESIDENTIAL		UST4010.04
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	01504	OTHER	LUST PROGRAM	12-21-1995	12-21-1995	SRL RESIDENTIAL		UST4010.06
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	02592	OTHER	LUST PROGRAM	12-21-1995	12-21-1995	SRL RESIDENTIAL		UST4010.03
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	02593	OTHER	LUST PROGRAM	12-21-1995	12-21-1995	SRL RESIDENTIAL		UST4010.05
Troon Golf Course Maintenance Yard	24301 N Alma School Rd	217-02-916	16163	OTHER	LUST PROGRAM	12-21-1995	12-21-1995	SSCL RESIDENTIAL		UST4010.01

## **DRYCLEANERS**

The Drycleaners Inventory List summarizes current and historic dry cleaners sites throughout the state of Arizona and is not all inclusive. This database is from the Report for the Arizona Department of Environmental Quality Dry Cleaners Inventory Project, dated June, 2006, and searched for dry cleaners sites located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

No drycleaners were found located within a  $\leq 0.125$  mile search distance from subject property exterior boundaries.

**ARIZONA DEPARTMENT OF WATER RESOURCES  
WELL REPORT**

This database is from the Arizona Department of Water Resources Well Report Operations Division Report, dated November, 2015. This report identifies existing wells sequenced by legal description and checked for inclusion of subject site and adjacent properties within 10 Acres.

Imaged Records are available at: <http://infoshare.azwater.gov/docushare/dsweb/HomePage>

Water Uses (WU)

- A Irrigation
- B Utility (Water Co.)
- C Commercial
- D Domestic
- E Municipal
- F Industrial
- G Recreational
- H Remediation
- I Mining
- J Stock
- K Other - Exploration
- L Drainage
- M Monitoring
- N None
- O Other - Non-Production
- P Remediation
- R Recharge
- T Test
- U Unknown
- V Dewatering

Legal Description

- T Township
- N/S North or South
- R Range
- E/W East or West
- S Section
- Q1 Quarter of Section (160 Acres)
- Q2 Quarter Quarter of Section (40 Acres)
- Q3 Quarter Quarter Quarter of Section (10 acres)
- ID Well Registration Number
- WD Well Depth
- WL Water Level
- DIA Casing width

No wells were found located within a 10 Acre search distance from subject property exterior boundaries.

Desert Highlands Golf Course

Desert Highlands Golf Club

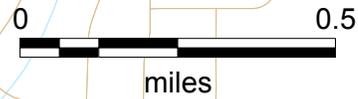
Troon Golf and Country Club

W Alma School Rd

E Happy Valley Rd

Troon Golf Course

E Sonoran Highlands Dr  
E Pinnacle Peak Rd



**LEGEND**

★ SITE

◆ USTs

● CERCLA / NFRAP

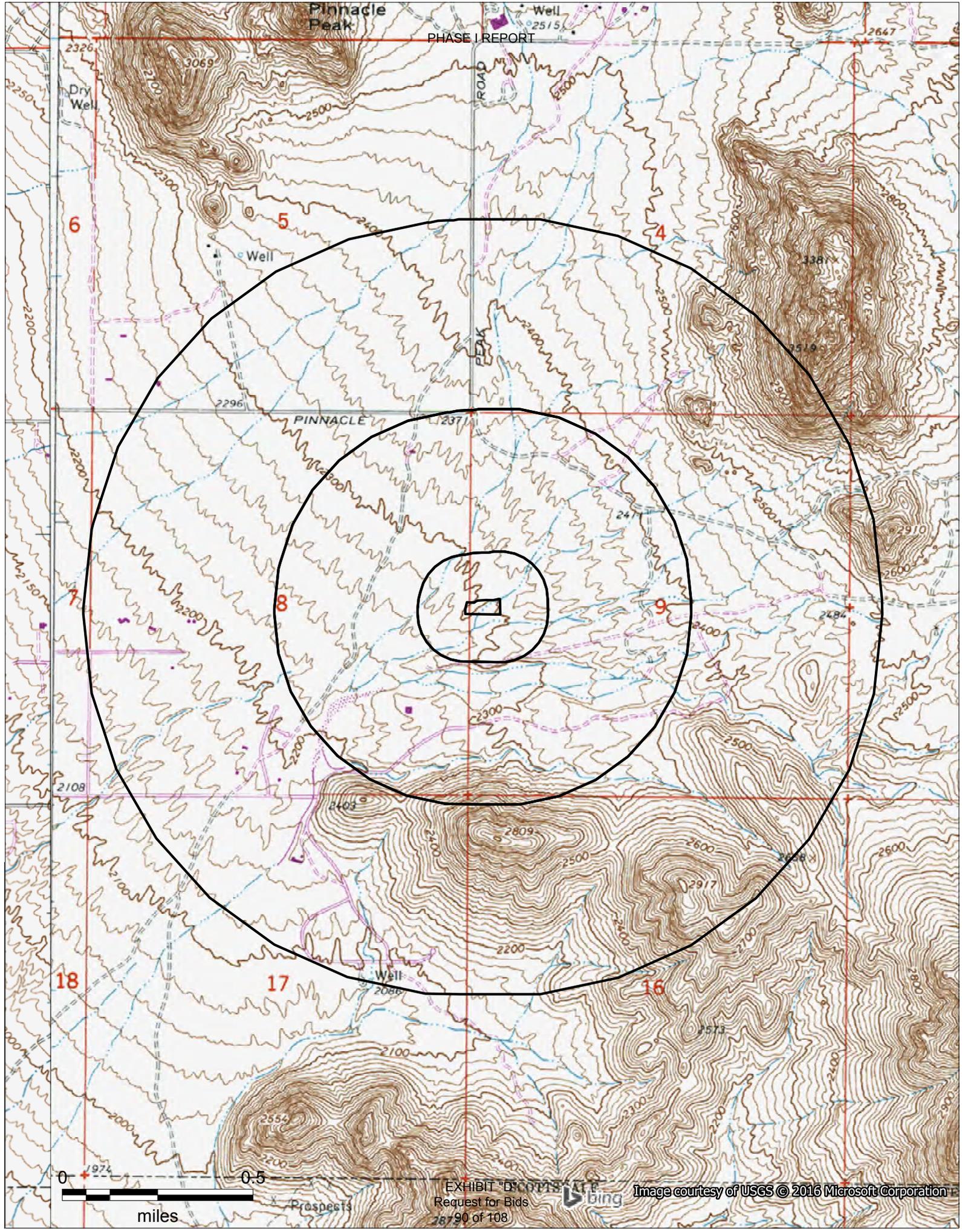
■ RCRA (Generators, TSD & CORRACTS TSD)

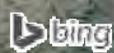
▣ SCHOOL

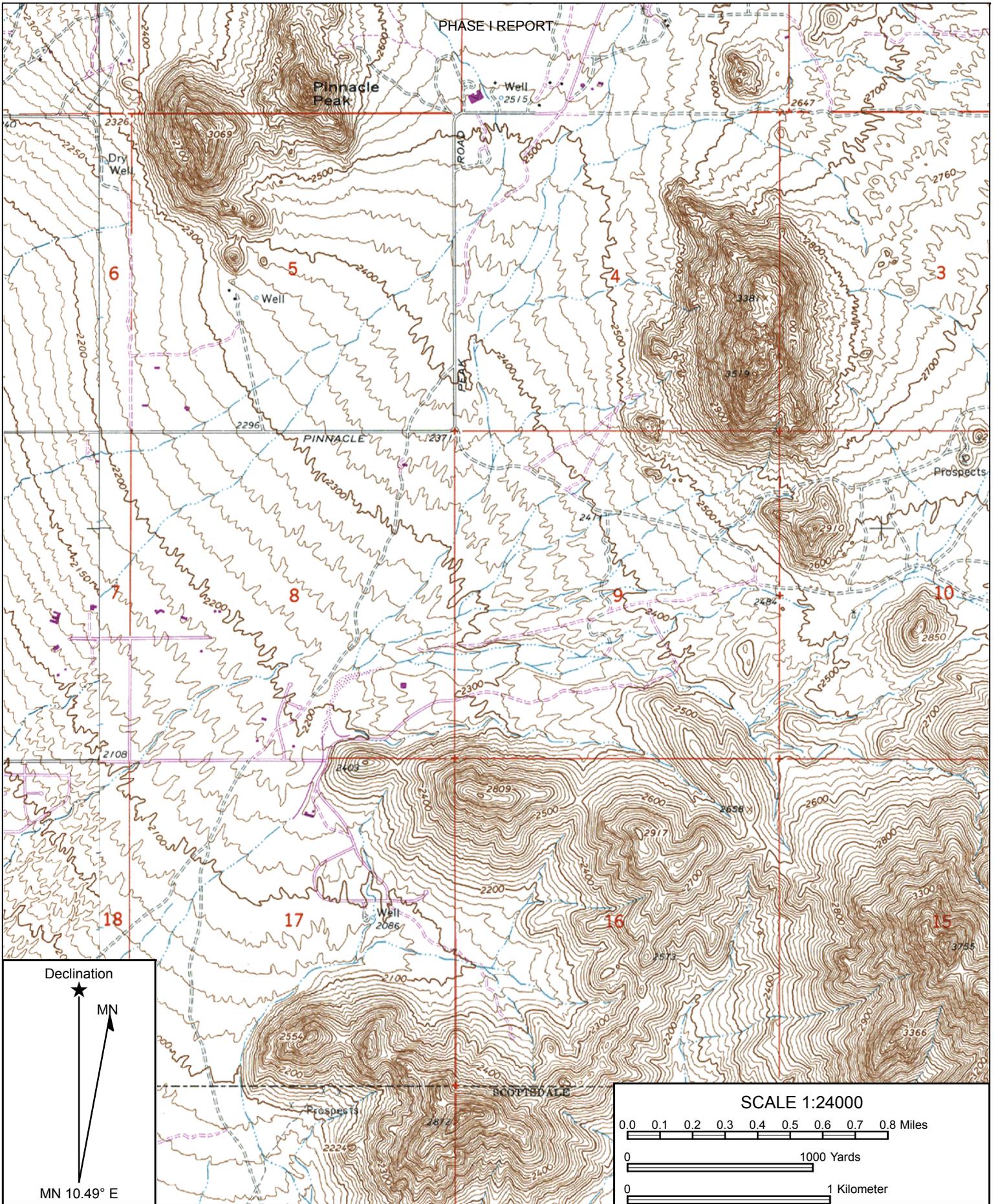
▼ LUSTs

● LANDFILLS

▲ RCRA COMPLIANCE  
Request for ORA





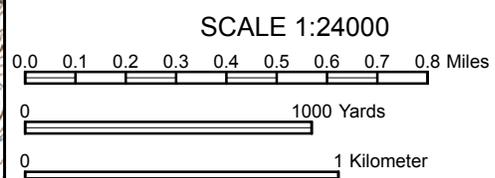
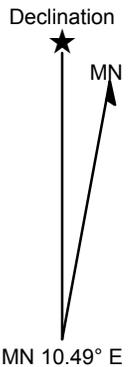


PHASE I REPORT

Pinnacle Peak

Pinnacle

SCOVILLE

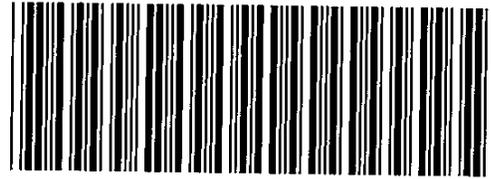


Name: MC DOWELL PEAK  
 Date: 02/13/16  
 Scale: 1 inch = 2,000 ft.

Location: 033° 42' 17.9865" N, 111° 51' 14.0543" W

EXHIBIT 2016-02-032  
 Request for Bids  
 92 of 108

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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

98-0926558 10/16/98 12:24

PAULA 1 OF 1

When recorded, mail to (for use by  
property owner):

25000 N. Windy Walk Dr.  
Scottsdale, Az 85255

SPACE ABOVE THIS LINE FOR COUNTY RECORDER USE ONLY

**NOTICE OF VOLUNTARY ENVIRONMENTAL MITIGATION  
USE RESTRICTION BY OWNER(S)**

Pursuant to A.R.S. § 49-152(B), the owner(s) Troon Golf and Country Club  
of the following described property: (Please Print)

Facility ID #0-00 1776 LUST File # 4010.07 Facility Name Golf Maintenance Facility

(insert legal description of entire parcel)

see attached

has (have) remediated a portion of the above-described property, which remediated portion is described as follows:

(insert legal description of remediated portion, the source of the release, and the remaining contaminants)

see attached

The date when the remediation was completed is: June 4, 1998

The undersigned owner voluntarily agrees to limit and restrict the use of the remediated portion of the property to non-residential uses as defined in A.R.S. §49-151(A).

Approved:

Jeannette A. Calhoun  
Jeannette A. Calhoun, Director  
Waste Programs Division  
Arizona Department of Environmental Quality

[Signature]  
Signature of owner(s)

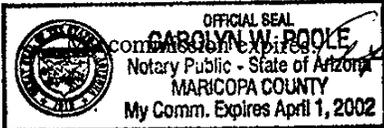
Signature of owner(s)

STATE OF ARIZONA

County of Maricopa

This instrument was acknowledged before me this 28<sup>th</sup> day of July, 1998  
by Jon G. Calhoun

Carolyn W. Poole  
Notary Public



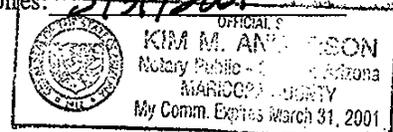
STATE OF ARIZONA

County of Maricopa

This instrument was acknowledged before me this 8<sup>th</sup> day of July, 1998  
by James H. Kuhlman

Kim M. Anderson  
Notary Public

My commission expires: 3/31/2001



Please make no marks below this line

VEMUR INFORMATION  
TROON GOLF AND COUNTRY CLUB

Legal description of parcel:

Sec 9 – T 4N – R 5E	Book	217
	Page	2
	Parcel	916

Remediation portion of property:

Remediation area is center of parcel, east of maintenance building, 165 feet south of north property line, 100 feet east of west property line. Source of contamination was waste oil from a now removed UST. Total contaminates are at 13,000mg/kg TPH remaining in soil @ 8 feet bgs.

FAC ID: 1776  
LUST #: 4010.07  
SYS CORR#: 98-0011944

**RECEIVED**  
JUL 10 1998  
UST SECTION - APPROVED





# Allands

14947 W. Piccadilly Road, Goodyear, AZ 85395 • Phone: 623-535-7800 • Fax: 623-535-7900  
www.allands.com • e-mail: sharons@allands.com

Historical Title and Environmental Research

**TITLE AND JUDICIAL RECORDS FOR ENVIRONMENTAL LIENS AND  
ACTIVITY AND USE LIMITATIONS; VOLUNTARY ENVIRONMENTAL  
MITIGATION USE RESTRICTIONS BY OWNERS (VEMUR) AND  
DECLARATION OF ENVIRONMENTAL USE RESTRICTIONS (DEUR)**

YOUR FILE NO: 160268EA

ALLANDS FILE NO: 2016-02-032E

Date of Report: February 13, 2016

Title Plant Date\*\*\*: February 5, 2016

\*\*\*The Title Plant Date reflects the most current data made available by the information sources used at the time the research was performed.

ALLANDS hereby presents an Environmental Search Report to the land described below. Allands is not responsible for errors in the available records. The total liability is limited to the fee paid for this report. This is a confidential, privileged and protected document for the use of Speedie & Associates.

1. The land referred to in this report is located in Maricopa County, Arizona.
2. Assessor's No.: 217-02-915B and 916B
3. Notice of Voluntary Environmental Mitigation Use Restriction recorded 10-16-98 in Document No. 98-926558.
4. No DEUR'S; Environmental Liens, Brownfields, institutional controls, engineering controls, or activity and use limitations, if any, were found currently recorded against the property as searched at the subject county recorder's office.

PHASE I REPORT



## PHASE I REPORT

217-02-915-B

Parcel Type: Land

[SCOTTSDALE CITY OF](#)**Property Information**

MCR #: N/A  
Address:  
Latitude/Longitude:  
Description: POR NW4 SEC 9 DAF TH E 71.42F POB TH N 79.57F TH E 6.80F TH N 01D 37M E 41.81F TH W 8.02F TH N 37.38F TH E 36.97F TH N 54D 39M E 33.41F TO CUR CONC S RAD BEARS S 20D 28M E 185F TH ELY ALG CUR 65.76F TH N 178.96F TH E 66.46F TH N 92.87F TH E 95.27F TO CUR CONC SW RAD BEARS S 48.01F TH ELY TO SLY ALG CUR 64.42F TH E 8.21F TH S 97.12F TH E 15F TH S 126.14F TH E 35.01F TH S 201F TH W 395.27F TO POB EX COM W4 COR SEC 9 TH E 466.69F TH N 201F TH W 35.01F POB TH S 72D 56M W 49.89F TH W 183.87F TH N 182.12F TH S 88D 56M E 66.46F TH N 92.87F TH E 95.27F TO CUR CON SW RAD 48.01F TH SELY ALG CUR 64.41F TH E 8.21F TH S 97.12F TH E 15F TH S 126.14F TO POB P/F 10-0806368

Lot Size (Sq Ft): 72,805  
Zoning: R1-43  
Section, Township, Range: 9 4N 5E  
Market Area/Neighborhood: 07/004  
Subdivision: Not Available  
Lot #: Not Available  
High School District: CAVE CREEK UNIFIED #93  
Elementary School District: CAVE CREEK UNIFIED SCHOOL DISTRICT  
Local Jurisdiction: SCOTTSDALE  
Owner: [SCOTTSDALE CITY OF](#)  
Mailing Address: 7447 E INDIAN SCHOOL RD STE 205 , SCOTTSDALE, AZ 85251  
Deed #: [880480097](#)  
Deed Date: September 28, 1988  
Sale Date: None  
Sale Price: \$0

**Valuation Data**

Tax Year:	2016	2015	2014	2013	2012
<a href="#">Full Cash Value:</a>	\$219,300	\$204,600	\$156,400	\$110,000	\$283,000
<a href="#">Limited Property Value:</a>	\$134,064	\$127,680	\$121,600	\$110,000	\$268,850
Legal Class:	2	2	2	2	2
Description:	AG / VACANT LAND / NON-PROFIT R/P				
Assessment Ratio:	15%	16%	16%	16%	16%
Assessed FCV:	\$0	\$0	\$25,024	\$17,600	\$45,280
Assessed LPV:	\$20,110	\$20,429	\$19,456	\$17,600	\$43,016
Property Use Code:	9700	9700	9700	9700	9700
PU Description:	Municipal Property				
Tax Area Code:	931400	931400	931400	931400	931400

EXHIBIT "D"  
Request for Bids  
98 of 108

## Commercial Characteristics/Improvements

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### **No improvements on record**

[Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.](#)

### **Property Sketches**

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**CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.**

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

**By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.**

## PHASE I REPORT

217-02-916-B

Parcel Type: Commercial

[SCOTTSDALE CITY OF](#)**Property Information**

MCR #: N/A  
Address:  
Latitude/Longitude:  
Description: PAR LD BEING PRT NW4 SEC 9 LY WI/IN RD ABAN P/F 85-027311 & PAR DESC P/F 96-034505 DAF COM W4 COR SEC 9 TH E 71.42F TH N 79.57F TH E 6.80F TH N 01D 37M E 41.81F TH W 8.02F TH N 37.38F TH W 50.51F TO CUR RAD BEARS S 79D 23M E 520F TH SWLY ALG SD CUR 80.28F TH S 81.27F TO POB  
Lot Size (Sq Ft): 10,756  
Zoning: R1-43  
[Section](#), [Township](#), Range: 9 4N 5E  
Market Area/[Neighborhood](#): 07/004  
[Subdivision](#): Not Available  
[Lot #](#): Not Available  
High School District: CAVE CREEK UNIFIED #93  
Elementary School District: CAVE CREEK UNIFIED SCHOOL DISTRICT  
Local Jurisdiction: SCOTTSDALE  
Owner: [SCOTTSDALE CITY OF](#)  
Mailing Address: 7447 E INDIAN SCHOOL RD STE 205 , SCOTTSDALE, AZ 85251  
[Deed #](#): [100806369](#)  
Deed Date: September 17, 2010  
[Sale Date](#): None  
[Sale Price](#): \$0

**Valuation Data**

Tax Year:	2016	2015	2014	2013	2012
<a href="#">Full Cash Value:</a>	\$124	\$124	\$124	\$124	\$124
<a href="#">Limited Property Value:</a>	\$124	\$124	\$124	\$124	\$118
Legal Class:	M	M	M	M	M
Description:	MIXED LEGAL CLASS				
Assessment Ratio:	16.1%	16.1%	17.7%	16.1%	16.1%
Assessed FCV:	\$0	\$0	\$22	\$20	\$20
Assessed LPV:	\$20	\$20	\$22	\$20	\$19
Property Use Code:	2474	2474	2474	2474	2474
PU Description:					
Tax Area Code:	931400	931400	931400	931400	931400

EXHIBIT "D"  
Request for Bids  
100 of 108

## Commercial Characteristics/Improvements

---

### **No improvements on record**

[Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.](#)

### **Property Sketches**

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**By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.**

**CHICAGO TITLE INSURANCE COMPANY**

Recorded at the request of  
Chicago Title

When recorded mail to:  
THE CITY OF SCOTTSDALE  
7447 E. INDIAN SCHOOL RD  
SCOTTSDALE, AZ 85251  
Escrow No.: CT1016954-CT2941

*2/12*

1016953-2-2-2--  
Yorkm

Space above this line for Recorder's Use

**SPECIAL WARRANTY DEED**

*EXEMPT ARS11-1134A3*

For the consideration of Ten Dollars, and other valuable considerations,

TROON GOLF & COUNTRY CLUB INC, AN ARIZONA NON-PROFIT CORPORAITON

does hereby convey to

THE CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION

the following real property situated in , County, Arizona:

**TROON WEST PARCEL LEGAL DESCRIPTION**

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN SPECIAL WARRANTY DEED, DOCKET 1996-034505 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL IN DOCKET 1996-034505, BEING ALSO THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 71.42 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED, DOCKET 1988-480097;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 50.51 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 79 DEGREES 23 MINUTES 35 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 50

EXHIBIT "D"

MINUTES 44 SECONDS AN ARC DISTANCE OF 80.28 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 9 AND ALSO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCKET 1996-034505, SAID ARC IS SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 01 MINUTES 45 SECONDS WEST 80.20 FEET;

THENCE ALONG SAID WEST LINE OF SECTION 9, SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 81.27 FEET TO THE POINT OF COMMENCEMENT OF THIS DESCRIPTION;

SAID PARCEL IS SUBJECT TO WATER AND SEWER EASEMENTS OF RECORD

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

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this 30th day of June, 2010.

TROON GOLF & COUNTRY CLUB INC, AN ARIZONA NON-PROFIT CORPORAITON

BY: Rodney F. Maddox

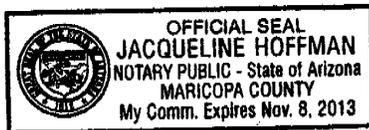
State of ARIZONA

County of MARICOPA

The foregoing document was acknowledged before me this 14 day of September 2010

by RODNEY MADDIX

(Seal)



Jacqueline Hoffman  
Notary Public

RECORDING REQUESTED BY

SECURITY TITLE AGENCY

When recorded mail to:

City of Scottsdale  
7447 E. Indian School Road  
Scottsdale, Arizona 85251

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
APR 20 1988  
KEITH POLETIS, County Recorder  
FEE 700 PGS 3 P.H.

88 480097

Escrow No. 50-8509

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
DESERT FOOTHILLS DEVELOPERS, an Arizona joint venture, a partnership  
do hereby convey to  
CITY OF SCOTTSDALE, a municipal corporation  
the following real property situated in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCED MADE A  
PART HEREOF

EXEMPT PURSUANT TO ARS 42-1612 A3

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens,  
covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all  
persons whomsoever.

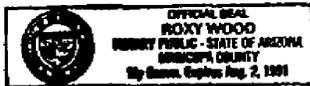
Dated this 29th day of March, 1988.

DESERT FOOTHILLS DEVELOPERS, an  
Arizona joint venture, a partnership  
BY: Jerry Nelson

Its: general partner

STATE OF ARIZONA

County of Maricopa



The foregoing instrument was acknowledged before me this 29th day of MARCH, 1988,  
by JERRY NELSON general partner of DESERT FOOTHILLS DEVELOPERS,  
an Arizona joint venture, a partnership, on behalf of the partnership.

My commission expires Aug. 2, 1991

Roxy Wood  
Notary Public

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

## EXHIBIT "A"

LEGAL DESCRIPTION  
TRON WASTEWATER TREATMENT PLANT

That portion of the northwest quarter of Section 9, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows:

Commencing at the west quarter corner of said Section 9; 88 480097  
 thence South 89 degrees 56 minutes 19 seconds East along the south line of the northwest quarter of said Section 9 a distance of 71.42 feet to the TRUE POINT OF BEGINNING;  
 thence North 00 degrees 06 minutes 18 seconds West a distance of 79.57 feet;  
 thence South 89 degrees 56 minutes 19 seconds East a distance of 6.80 feet;  
 thence North 01 degrees 37 minutes 05 seconds East a distance of 41.81 feet;  
 thence North 89 degrees 56 minutes 19 seconds West a distance of 8.02 feet;  
 thence North 00 degrees 06 minutes 18 seconds West a distance of 37.38 feet;  
 thence South 89 degrees 56 minutes 19 seconds East a distance of 36.97 feet;  
 thence North 54 degrees 39 minutes 46 seconds East a distance of 33.41 feet to a point of nontangent curvature, concave to the south, whose center bears South 20 degrees 28 minutes 11 seconds East a radius of 125.00 feet;  
 thence easterly along the arc of said curve a distance of 65.76 feet through a central angle of 20 degrees 21 minutes 53 seconds to a point of nontangency;  
 thence North 00 degrees 06 minutes 18 seconds West a distance of 178.96 feet;  
 thence South 89 degrees 56 minutes 19 seconds East a distance of 66.46 feet;  
 thence North 00 degrees 06 minutes 18 seconds West a distance of 92.87 feet;  
 thence South 89 degrees 56 minutes 19 seconds East a distance of 95.27 feet to a point of tangent curvature, concave to the southwest, whose center bears South 00 degrees 03 minutes 41 seconds West a radius of 48.01 feet;  
 thence easterly to southerly along the arc of said curve a distance of 64.42 feet through a central angle of 76 degrees 52 minutes 19 seconds to a point of nontangency;  
 thence North 89 degrees 53 minutes 42 seconds east a distance of 8.21 feet;  
 thence South 00 degrees 06 minutes 18 seconds East a distance of 97.12 feet;  
 thence North 89 degrees 53 minutes 42 seconds East a distance of 15.00 feet;  
 thence South 00 degrees 06 minutes 18 seconds East a distance of 126.14 feet;

EXHIBIT "D"

Request for Bids

Page 1 of 103

EXHIBIT "A" CONT.

88 480097

thence South 89 degrees 18 minutes 09 seconds East a distance of 35.01 feet;

thence South 00 degrees 06 minutes 18 seconds East a distance of 201.00 feet to a point on the south line of the northwest quarter of said Section 9;

thence North 89 degrees 56 minutes 19 seconds West along said south line a distance of 395.27 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 127,164.6851 square feet or 2.9193 acres, more or less.



**APPENDIX D:  
PROJECT PERSONNEL CREDENTIALS**

**APPENDIX D: Project Personnel Credentials****ADELA BUSTER** –*Environmental Research Specialist*

Ms. Buster has over 14 years' experience in the civil and environmental engineering and consulting field. She has experience conducting research and assisting with field activities for Phase I and II ESAs. She was responsible for performing various components of the environmental assessment, including performing the site visit, historical research, records review, interpretation of the data, and assistance with preparation of the written report. Ms. Buster also has extensive experience with AutoCAD.

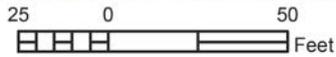
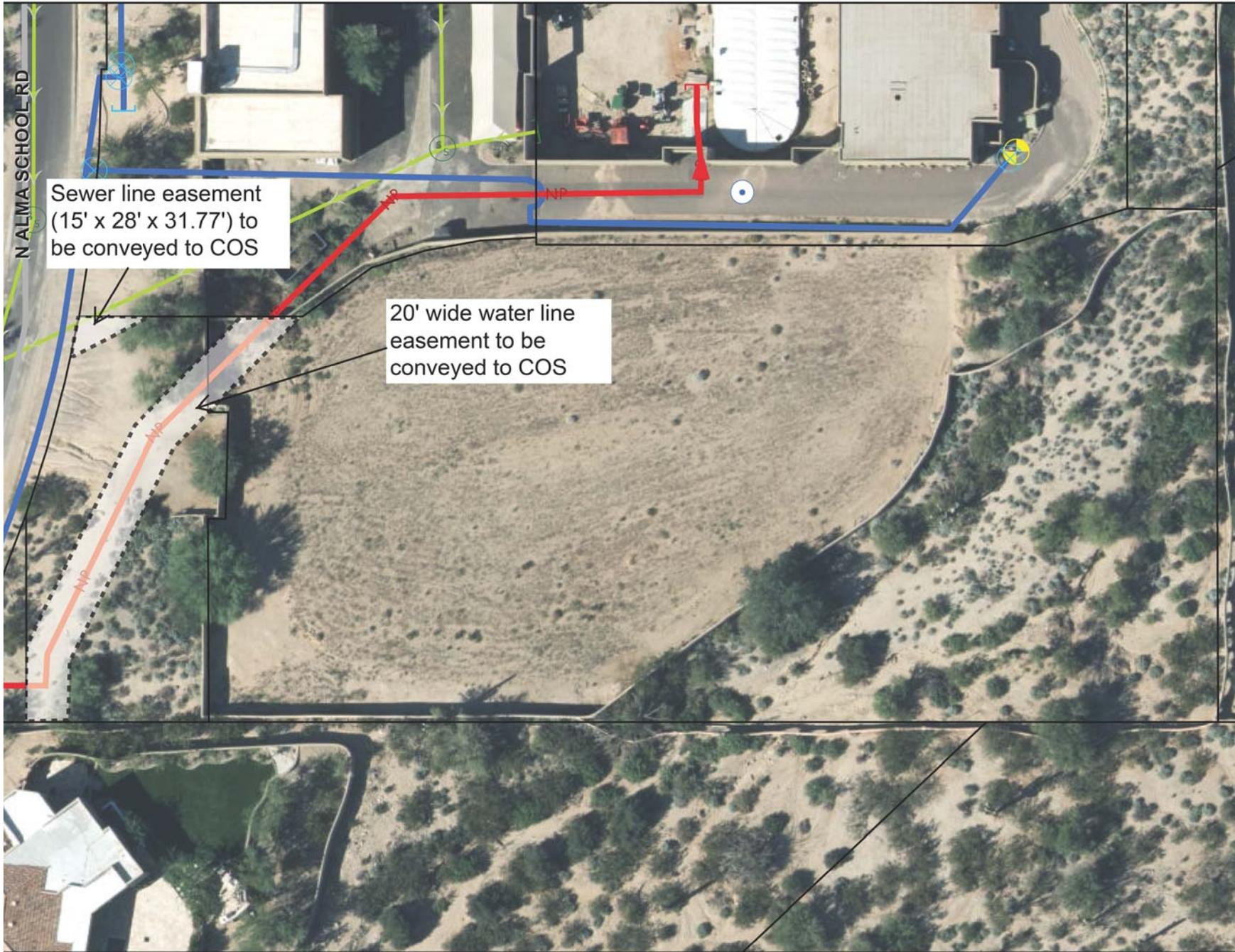
**CONNIE F. JIRON** –*Project Manager*

Ms. Jiron has more than 21 years of experience as an environmental professional in environmental engineering and consulting. Her areas of expertise include management, interpretation, and presentation of data generated by small and large multi-task projects. Ms. Jiron has performed and managed over 750 single- and multi-family environmental site assessments. She is responsible for performing all components of Environmental Due Diligence (Phase I and II ESAs), including the site reconnaissance, regulatory review, historical research, interviews, records review, and technical report preparation. She also has experience performing soil and groundwater sampling, supervision of subcontractors, interpretation of laboratory analytical results, oil-water separator profiling and management, asbestos and lead inspections, and oversight of abatement of remediation projects.

**TIMOTHY J. RHEINSCHMIDT, R.G./C.R.S.** – *Environmental Division Manager*

Mr. Rheinschmidt is a registered geologist and certified remediation specialist in the state of Arizona with more than 25 years of experience performing hazardous and non-hazardous waste investigations, vadose zone characterization, regulatory compliance and permitting, and groundwater investigations. Mr. Rheinschmidt received his Bachelor degree in geology from San Jose State University, a Hazardous Waste Management Certificate from the University of California at Santa Barbara and has performed numerous Phase I, II and III investigations in both Arizona and California.

REQUIRED EASEMENTS UPON SALE



WHEN RECORDED RETURN TO:  
(Martha West)  
CITY OF SCOTTSDALE  
7447 E. Indian School Road, Suite 205  
Scottsdale, AZ 85251

Exempt from Affidavit of Value  
under AR.S. § 11-1134(A)(3)  
(Troon Parcel)

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED WITH RESERVATIONS (the "Deed") Is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by City of Scottsdale, an Arizona municipal corporation ("Grantor") to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee") as follows:

1. **Conveyance.** Grantor hereby conveys to Grantee in fee title the real property described on **Exhibit "B"** attached hereto (the "Property").
2. **Grantee Due Diligence.** All title or interests conveyed by Grantor to Grantee shall be conveyed in an "as-is" condition, with no warranty, express or implied. Without limitation, Grantor makes no warranties as to past, existing or potential costs, needs, opportunities or challenges, obvious or latent, regarding any of the following (all of which together are the "Due Diligence Matters"): liens, encroachments, easements and all other title matters; zoning and building permits, clearances, status and other regulatory matters; physical, environmental, safety, contamination and other conditions; economic, physical or other developability or feasibility; construction, maintenance, repair, operation or other work; soil, geology, flooding, earthquake, fire or other hazards; prior, present or future uses or history of the Property or nearby property; taxes, assessments, common area charges or other burdens; insurance, warranties, contracts, plans or other contracts or documents; and all other faults or defects of any description about the Property or its environs, information about the Property or its environs. Grantee has inspected and investigated the Property and its environs and obtained such information and professional advice as Grantee determined to be necessary related to the Due Diligence Matters. Grantee has investigated and determined the suitability of the Property and the Due Diligence Matters for the Grantee's use for the Property. If the Due Diligence Matters are not in all respects entirely suitable for the use or uses to which any bidder now or hereafter plans or desires to put the Property, then it is Grantee's sole responsibility and obligation to take such action as may be necessary to place the Property in a condition entirely suitable for its development and use.
3. **Existing Title Matters.** As between Grantor and Grantee, Grantee assumes all leases, easements and other title matters, shall perform them all, and shall indemnify, defend and hold harmless Grantor from all claims of every description related to them.



## EXHIBIT B

### LEGAL DESCRIPTION – PARCEL 1

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN WARRANTY DEED, DOCKET 1988-480097 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 71.42 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED, DOCKET 1988-480097 AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 36.97 FEET;

THENCE NORTH 54 DEGREES 39 MINUTES 46 SECONDS EAST 33.41 FEET TO A POINT OF NON-TANGENT CURVATURE, CONCAVE TO THE SOUTH, WHOSE CENTER BEARS SOUTH 20 DEGREES 28 MINUTES 11 SECONDS EAST A RADIUS OF 185.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 65.75 FEET THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 53 SECONDS TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 3.16 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN 12 FOOT WATER LINE EASEMENT DESCRIBED AND RECORDED IN DOCKET 1986-217117 OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 183.87; THENCE NORTH 72 DEGREES 56 MINUTES 06 SECONDS EAST 49.89 FEET;

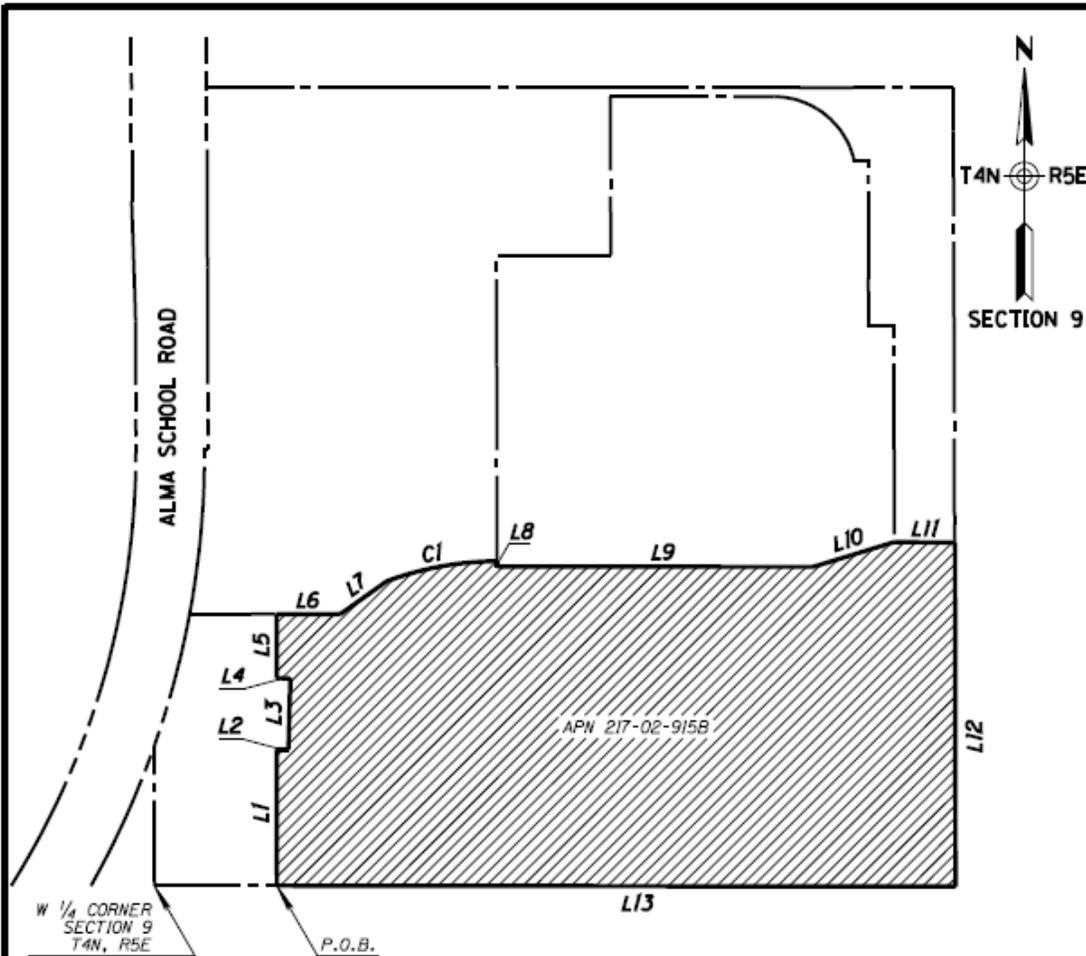
THENCE SOUTH 89 DEGREES 18 MINUTES 09 SECONDS EAST 35.01 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL, DOCKET 1988-480097;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 201.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, DOCKET 1988-480097; THENCE NORTH 89 DEGREES 56 MINUTES 16 SECONDS WEST 395.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.67 ACRES (72,759.91 +/- SQ.FT.)

PLOT DATE: 2/22/2016 8:59:38 AM

DESIGN FILE: ...\\Mer-1a\T\con\160217T\con.dgn



W 1/4 CORNER SECTION 9 T4N, R5E

P.O.B.

LINE TABLE					
LINE	BEARING	DIST.	LINE	BEARING	DIST.
L1	N00°06'18"W	79.57	L8	S00°06'18"E	3.16
L2	S89°56'19"E	6.80	L9	S89°56'19"E	183.87
L3	N01°37'05"E	41.81	L10	N72°56'06"E	49.89
L4	N89°56'19"W	8.02	L11	S89°18'09"E	35.01
L5	N00°06'18"W	37.38	L12	S00°06'18"E	201.00
L6	S89°56'19"E	36.97	L13	N89°56'16"W	395.27
L7	N54°39'46"E	33.41			

Curve Data Table				
NO.	RAD.	DELTA	LEN.	RAD. BRG.
C1	185.00	20°21'53"	65.75	S20°28'11"E

**LEGEND**

PARCEL AREA

PARCEL AREA 1.67 ACRES (72,759.91± SQ.FT.)

PARCEL NO. 1				
PROJECT TITLE TROON PARCEL DISPOSAL				
DEPT. M.M. CPM	DRAWN RAH	DATE 02/16	SCALE NTS	SHT. 1 of 1



## EXHIBIT B

### LEGAL DESCRIPTION – PARCEL 2

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN SPECIAL WARRANTY DEED, DOCKET 1996-034505 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL IN DOCKET 1996-034505, BEING ALSO THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 71.42 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED, DOCKET 1988-480097;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 50.51 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 79 DEGREES 23 MINUTES 35 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 50 MINUTES 44 SECONDS AN ARC DISTANCE OF 80.28 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 9 AND ALSO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCKET 1996-034505, SAID ARC IS SUBTENDE BY A CHORD BEARING SOUTH 15 DEGREES 01 MINUTES 45 SECONDS WEST 80.20 FEET;

THENCE ALONG SAID WEST LINE OF SECTION 9, SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 81.27 FEET TO THE POINT OF COMMENCEMENT OF THIS DESCRIPTION; SAID PARCEL CONTAINS 0.2469 ACRES (10,755 ± SQ.FT.)



WRITTEN/SEALED BID AFFIDAVIT

(Troon Parcel)

STATE OF ARIZONA

CITY OF SCOTTSDALE

I, \_\_\_\_\_, as of the, \_\_\_\_ day of \_\_\_\_\_, 2015, for himself or herself personally, and on behalf of \_\_\_\_\_ a, \_\_\_\_\_, (the "Bidder"), the person who signs this affidavit covenants, warrants, represents and certifies to the City of Scottsdale ("City") for its reliance all of the following with respect to the Request for Bids (the "Request").

1. Bidder's contact information is:

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_ / \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2. Bidder has read and understands and agrees to be bound by all of the provisions of the Request.

3. Bidder fully complies with the Request and meets or exceeds the specifications contained in the Request.

4. Bidder has received the listed addenda to the Request and understands that they are part of the Request.

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_

5. Bidder has submitted all information requested by the Request and it is true, accurate, and complete.

6. Bidder has investigated and analyzed information about the Due Diligence Matters and formed its own opinion as to their effect on Bidder and the Property and its environs and has not relied on any information from City regarding the Due Diligence Matters.

7. If the bid is selected, Bidder covenants to immediately enter into the contract and commence to fully perform thereunder.

8. I am and will remain authorized to prepare and submit the bid for Bidder, make additional bids, change bids, execute for Bidder the contracts arising from and related to the Request, and otherwise represent Bidder in every way relating to the Request and any resulting contracts.

9. Bidder chooses to participate in the Commission Payment Process:

(Check one. Bidders who do not check one will not participate in the Commission Payment Process.)

No.

Yes. (If you check yes, then provide all of the following information. Bidders who do not provide all of the requested information will not participate in the Commission Payment Process.)

Agent's name and contact information: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Amount of Buyer Commission. (Check one and fill in the blank for the one you check.)

Fixed amount of \$\_\_\_\_\_.

Percentage amount of \_\_\_\_\_% of purchase price bid.

10. Bidder chooses to participate in the Escrow Process Option:

No.

Yes. (If you check yes, then initial below acknowledging your understanding of the Escrow Process Option and Escrow Fees).

\_\_\_\_\_  
Bidder Initials

11. The bid was made only in the interest of Bidder and not in the interest or behalf of any other person, partnership, company, association, corporation, organization, or entity. The bid is genuine and not a sham or collusive.

12. Neither Bidder nor any of Bidder's officers, partners, owners, shareholders, agents, representatives, employees, or parties in interest has in any way done any of the following:



**LIVE AUCTION BID AFFIDAVIT**

(Troon Parcel)

STATE OF ARIZONA

CITY OF SCOTTSDALE

I, \_\_\_\_\_, as of the, \_\_\_\_ day of \_\_\_\_\_, 2015, for himself or herself personally, and on behalf of \_\_\_\_\_ a, \_\_\_\_\_, (the "Bidder"), the person who signs this affidavit covenants, warrants, represents and certifies to the City of Scottsdale ("City") for its reliance all of the following with respect to the Request for Bids (the "Request").

1. Bidder's contact information is:

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_ / \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2. Bidder has read and understands and agrees to be bound by all of the provisions of the Request.

3. Bidder fully complies with the Request and meets or exceeds the specifications contained in the Request.

4. Bidder has received the listed addenda to the Request and understands that they are part of the Request.

Addendum # _____	Dated: _____, 20____
Addendum # _____	Dated: _____, 20____
Addendum # _____	Dated: _____, 20____
Addendum # _____	Dated: _____, 20____

5. Bidder has submitted all information requested by the Request and it is true, accurate, and complete.

6. Bidder has investigated and analyzed information about the Due Diligence Matters and formed its own opinion as to their effect on Bidder and the Property and its environs and has not relied on any information from City regarding the Due Diligence Matters.

7. If the bid is selected, Bidder covenants to immediately enter into the contract and commence to fully perform thereunder.

8. I am and will remain authorized to prepare and submit the bid for Bidder, make additional bids, change bids, execute for Bidder the contracts arising from and related to the Request, and otherwise represent Bidder in every way relating to the Request and any resulting contracts.

9. Bidder chooses to participate in the Commission Payment Process:

(Check one. Bidders who do not check one will not participate in the Commission Payment Process.)

No.

Yes. (If you check yes, then provide all of the following information. Bidders who do not provide all of the requested information will not participate in the Commission Payment Process.)

Agent's name and contact information: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Amount of Buyer Commission. (Check one and fill in the blank for the one you check.)

Fixed amount of \$\_\_\_\_\_.

Percentage amount of \_\_\_\_\_% of purchase price bid.

10. Bidder chooses to participate in the Escrow Process Option:

No.

Yes. (If you check yes, then initial below acknowledging your understanding of the Escrow Process Option and Escrow Fees).

\_\_\_\_\_  
Bidder Initials

11. The bid was made only in the interest of Bidder and not in the interest or behalf of any other person, partnership, company, association, corporation, organization, or entity. The bid is genuine and not a sham or collusive.

12. Neither Bidder nor any of Bidder's officers, partners, owners, shareholders, agents, representatives, employees, or parties in interest has in any way done any of the following:

12.1 Colluded, conspired, agreed or otherwise communicated, directly or indirectly with any person, firm, corporation or other bidder or potential bidder in regard to the amount, terms or conditions of the bid. No such communication shall occur prior to the official opening of the bid.

12.2 Paid, agreed to pay or been required to pay to anyone directly or indirectly, any money or other valuable consideration for assistance in procuring or attempting to procure the contract or influence in any way the prices or other contents of the bid or the bid of any other bidder. No such money or other consideration will be paid.

12.3 Beginning on the date the Request was issued, recommended or suggested to City, or any of its officers, agents, representatives or employees, any terms or provisions set forth in the Request or the contract, except at a properly noticed meeting open to all interested bidders.

13. This affidavit is effective as of the date of the affidavit and as of the date the bid is submitted or updated. Unless Bidder informs the City in writing prior to the bid opening or contract execution, this affidavit shall also be effective and deemed repeated and executed anew in its entirety as of the date the city council considers or selects bids, and as of the date the deed is delivered.

**NOTE: The Bid Amount DOES NOT include any commission that Bidder will pay (if any), to his/her Agent. Any commission to be paid BY BIDDER to AGENT, will be over and above the Bid Amount.**

\_\_\_\_\_  
Bidder Name Printed

By: \_\_\_\_\_  
Authorized Agent Signature (to be notarized below)

\_\_\_\_\_  
Authorized Agent Name and Title Printed

STATE OF ARIZONA )  
                                  ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_