# CITY COUNCIL REPORT



Meeting Date:

August 25, 2014

General Plan Element:

Character & Design

General Plan Goal:

Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific

context of the surrounding neighborhood.

# **ACTION**

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

# Request to consider the following:

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

# **Key Items for Consideration**

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

#### **Related Policies, References:**

12-ZN-2010 Approval of a zoning map district map to zone the property to Downtown

Medical – Type 2 Special Compass District Downtown Overlay (D/M-2 SC DO) and

to adopt a development plan.

12-ZN-2010#2 Approval of a zoning map district map amendment to zone the southwest corner

of East 2<sup>nd</sup> Street and North Drinkwater Boulevard (the former Scottsdale Senior

Center) property to Downtown Medical – Type 2 Special Compass District Downtown Overlay (D/M-2 SC DO) and to adopt a development plan.

Action Taken \_\_\_\_\_

# **OWNER**

Scottsdale Healthcare Osborn Medical Center 480-882-5704

# APPLICANT CONTACT

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



# LOCATION

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

# **BACKGROUND**

# Zoning

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

#### **General Plan**

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

## **Character Area Plan**

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

#### **Context**

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

# **Adjacent Uses and Zoning**

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

# APPLICANTS PROPOSAL

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

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

# **Development Information**

Existing Use: Hospital, medical offices and associated ancillary uses.
 Proposed Use: Hospital, medical offices and associated ancillary uses.

Parcel Size: ± 38 net acres

Maximum Building Height Allowed: 150 feet, inclusive of roof top mechanical equipment

Parking Proposed: 4,166 spaces

Open Space Required: In conformance with the proposed Development Plan's

Open Space plan.

• Maximum Floor Area Allowed: 0.9, in accordance with the proposed Amended

Development Standards, exclusive of residential uses

# City Council Report | Scottsdale Healthcare Osborn - Perimeter Exception (1-PE-2013)

Density Allowed:

50 dwelling unit per acre, in accordance with the Downtown District

# **IMPACT ANALYSIS**

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

# **Policy Implications**

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

# **OPTIONS & STAFF RECOMMENDATION**

# **Recommended Approach:**

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

# **RESPONSIBLE DEPARTMENT(S)**

# Planning, Neighborhood and Transportation

**Current Planning Services** 

## **STAFF CONTACT**

Dan Symer, AICP Senior Planner 480-312-4218

E-mail: dsymer@scottsdaleaz.gov

APPROVI	ED BY
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Symer, AICP, Report Author

7-28-2014

Date

Tim Curtis, AICP, Current Planning Director

480-312/4210, tcurtis@scottsdaleaz.gov

8/4/2014 Date

Randy Grant, Administrator

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

# **ATTACHMENTS**

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

#### **RESOLUTION NO. 9828**

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

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

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

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

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

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

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

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

ATTEST:	CITY OF SCOTTSDALE, an Arizona Municipal Corporation
Ву:	Ву:
Carolyn Jagger	W.J. "Jim" Lane
City Clerk	Mayor
APPROVED AS TO FORM:	
OFFICE OF THE CITY ATTORNEY	

Bruce Washburn, City Attorney

By: Joe Padilla, Senior Assistant City Attorney

# When Recorded Return To:

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

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

# DEVELOPMENT AGREEMENT FOR PERIMETER EXCEPTION

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

# **RECITALS**

- A. The City has authority under Arizona Revised Statues (A.R.S.) Section §9-500.05 authorizes the City to enter into development agreements with property owners or any other person having an interest in real property located in the City.
- B. The Owner is the current owner of real property located at the northwest corner and the southwest corner of Osborn Road and Drinkwater Boulevard in Scottsdale, Arizona, within the incorporated boundaries of the City (collectively, the "*Property*"). The Property is owned by one owner of multiple parcels described on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference. The legal description of the Property is attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference.
- C. Owner desires to develop the Property in accordance with the procedures for a perimeter exception, as set forth in the Land Divisions Ordinance (Chapter 48, Division 6, of the Scottsdale Revised Code, hereinafter referred to as a "*Perimeter Exception Development*"), the Site Plan approved by the City of Scottsdale Development Review Board in Case No. 1-PE-2013, and the Final Perimeter Exception Plat, and the Development Plan in Case Nos. 10-ZN-2009 and 10-ZN-2009 #2 (collectively, the "*Development Standards*") approved by the City Council.
- D. The Property will be planned and developed as a whole, undivided parcel for purposes of meeting City requirements for public improvements, utilities, access, parking, easements, drainage, open space, Development Standards, and all other City ordinances and regulations (collectively, the "City Requirements").
- E. The parties hereto acknowledge that because the Property will be planned and developed as a whole, undivided parcel for purposes of meeting the City Requirements, public facilities, including, but not limited to, parking, easements, drainage, and landscaping will be shared

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

- F. As there is one Owner but multiple properties, to enforce the City Requirements effectively, the City requires that one (1) entity be designated as the manager of the Property ("Property Manager") to provide the City a contact and entity responsible for complying with the City Requirements and maintaining and repairing the Shared Facilities, as determined necessary by the City.
- G. This Agreement is consistent with the portions of the City's General Plan and any Specific Plan applicable to the Property on the date of this Agreement.
- H. The parties hereto agree that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, help maintain the Property as a first class commercial development, and provide certainty useful to the Owner and the City.
- I. The City's governing body has authorized execution of this Agreement by Resolution Number 9828, and the City agrees to the recordation of the Plat in the Official Records of the county recorder's office in Maricopa County, Arizona.

# **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

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

- 4.3. <u>Responsibility of Property Manager</u>. The Property Manager shall be solely responsible for complying with all City Requirements in a timely and professional manner, and maintaining and repairing Shared Facilities, as determined necessary by the City.
- 4.4. <u>Indemnification by Property Manager</u>. The Property Manager shall indemnify and hold the City, its employees, agents and officials harmless from any and all claims and disputes that the persons/entities owning any part of the Property and their successors and assigns may raise with the City as a result of complying with the City Requirements under this Agreement.
- 4.5. <u>Assurance of a Property Manager</u>. Scottsdale Healthcare Hospitals shall assure that the Property shall always have an appointed Property Manager. If the Property has no designated Property Manager, the City shall deem Scottsdale Healthcare Hospitals to be the Property Manager.

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

- 5.1. <u>Formation</u>. Within ten (10) days after the City Council approval of this Agreement, and before issues of any building permit, the Property Owner, and all other owner(s) of the Property, shall enter into a Declaration of Easements, Covenants, Conditions & Restrictions (collectively, the "ECRs") that addresses the following, to the City's satisfaction:
- 5.2. <u>Responsibility for Shared Facilities</u>. All property owners shall be notified that (a) the public improvements on the Property are Shared Facilities, and (b) each property owner must pay assessments for complying with the City Requirements and for maintaining and repairing the Shared Facilities, as determined necessary by the City.
- 5.3. Ownership of Shared Facilities. All Shared Facilities shall be identified in the ECRs. If some of the Shared Facilities are to be shared by some of the property owners, then the ECRs shall identity which property owners are responsible for which Shared Facilities.
- 5.4. <u>Assessments</u>. The Property Manager, shall have authority to assess and collect fees for complying with City Requirements and for maintaining and repairing the Shared Facilities.
- 5.5. <u>Property Manager</u>. Before the first certificate of occupancy is issued for the Property, the Property Owner shall appoint the Property Manager, who shall assume all the obligations of the Property Manager set forth in this Agreement.
- 5.6. <u>Duration</u>. The ECRs shall remain in existence as long as the Property is developed as a perimeter exception.
- 5.6.1. <u>Amendments</u>. In no event shall the ECRs be amended so as to alter the provisions that require the Property Owner to share responsibility for maintaining and repairing the Shared Facilities without the City's prior written consent.
- 5.6.2. <u>Delivery.</u> A copy of the ECRs shall be delivered to the City within ten (10) days of execution by the Property Owner.

- 6. Changes to the Property. The Property shall be treated as a whole, undivided parcel for purposes of meeting the City Requirements. If an owner of any portion of the Property submits to the City an application to change the use or physical configuration of such portion of the Property, modify improvements located on such portion of the Property, or otherwise modify the City Requirements as they apply to any portion of the Property, the City shall review the changes and impose any City Requirements as if the Property were a whole, undivided parcel. Without limiting the foregoing, density within the Property shall be considered as applicable to the Property as a whole, undivided parcel. The allocation of density among separate parcels within the Property shall not be deemed a transfer of density among the parcels, and the consent of the current and future owners of any part of the Property is not necessary for the allocation of density among the separate parcels within the Property. The City's obligation to approve any such application shall be conditioned upon the Owner's delivery of such reasonable documentation as the City may request, confirming that the Property, as modified by approval of any such application, satisfies all City Requirements.
- 7. <u>Responsibility for Shared Facilities</u>. The Owner acknowledges that (a) the public improvements on the Property are Shared Facilities; and (b) the Owner must comply with the City Requirements for maintaining and repairing the Shared Facilities, as reasonably determined by the City.

# 8. General Provisions.

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

If to the City:

City of Scottsdale

Planning, Neighborhood and Transportation Attn: Planning, Neighborhood and Transportation

Administrator

7447 East Indian School Road, Suite 105

Scottsdale, Arizona 85251

With a copy to:

City of Scottsdale

City Attorney's Office Attn: City Attorney

3939 North Drinkwater Boulevard

Scottsdale, Arizona 85251

If to Owner:

Scottsdale Healthcare Hospitals

Attn: Alan B. Kelly, Senior Vice President

and General Counsel 8125 North Hayden Road Scottsdale, Arizona 85258 With a copy to: Berry Riddell & Rosensteel, LLC

Attn: John Berry, Esq.

6750 E. Camelback Road, Suite 100

Scottsdale, Arizona 85251

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

- 8.2. <u>Mailing Effective</u>. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service as set forth above.
- 8.3. <u>Waiver</u>. No delay in exercising any right or remedy hereunder shall constitute a waiver thereof. No waiver by any party of a breach of this Agreement shall be construed as a waiver of any preceding or succeeding breach of this Agreement.
- 8.4. <u>Headings</u>. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provisions of this Agreement
- 8.5. <u>Authority</u>. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The parties hereto warrant to each other that the individuals executing this Agreement on their behalf are authorized and empowered to bind the party on whose behalf each individual is signing. Owner warrants that it is duly formed and qualified to do business in the State of Arizona, and in good standing under applicable state laws. Owner represents to the City that by entering into this Agreement, it has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of this Agreement.
- 8.6. <u>Entire Agreement</u>. This Agreement, including exhibits, constitutes the entire Agreement between the parties. All exhibits referenced in this Agreement are hereby deemed to be a part of this Agreement.
- 8.7. <u>Amendment of this Agreement</u>. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the written consent of all the parties hereto or their successors.
- 8.8. <u>Severability</u>. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 8.9. <u>Governing Law</u>. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. Venue for any action brought in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona. The parties waive any right to object to such venue. The parties waive any right to a jury trial.

- 8.10. <u>Recordation</u>. The City shall record this Agreement, and any amendment or cancellation of this Agreement, in its entirety, in the Official Records of the County Recorder's Office in Maricopa County, Arizona, within ten (10) days after all parties execute the Agreement, amendment, or cancellation.
- 8.11. Remedies. If any party to this Agreement breaches any provision of this Agreement, and if such breach is not cured within thirty (30) days after written notice of such breach is delivered to the defaulting party, the non-defaulting party shall be entitled to all remedies available at law and in equity, including specific performance. Further, in the event of an uncured breach by Owner, the City shall not be obligated to process or grant any permits, inspections or certificates of occupancy relating to the Property until such time as such breach is cured.
- 8.12. <u>Attorneys' Fees and Costs</u>. If any party brings an action in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.
- 8.13. Runs with Land. The covenants, conditions and restrictions in this Agreement create equitable servitudes upon every portion of the Property in favor of the City, and the successor entities of any portion of the Property, and shall bind the parties hereto and each successive owner of all or any portion of the Property during its period of ownership. These covenants, conditions and restrictions run with the land and shall be prior, superior and non-subordinated to any and all encumbrances placed against the Property after this Agreement is recorded.
- 8.14. <u>Assignment</u>. The rights and obligations of the Owner under this Agreement may be transferred or assigned, in whole or in part, in writing, to any subsequent owner of all or any portion of the Property, without the City's consent. Notice of any transfer shall be provided to the City within ten (10) days after such transfer. Under ARS § 9.500.05.D, the burdens of this Agreement shall bind, and the benefits of this Agreement shall inure to, the parties hereto and their successors and assigns.
- 8.15. <u>Third Parties</u>. There are no third party beneficiaries to this Agreement, and no person or entity not a party hereto, or a successor to a party hereto, shall have any right or cause of action hereunder.
- 8.16. <u>Regulatory Compliance</u>. Owner agrees to comply with all applicable City ordinances and state and federal laws and regulations relative to the development of the Property.
- 8.17. Force Majeure. The parties hereto shall be excused for failures and delays in performance of their respective obligations under this Agreement due to any cause beyond their control and without fault. Nevertheless, each party hereto shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
- 8.18. <u>Dispute Resolution</u>. If any dispute arises among the parties under this Agreement, any party hereto may give notice to the other that the dispute exists, whereupon the parties shall negotiate in good faith to resolve such dispute, and attempt to reach resolution within thirty (30) days of notice that such dispute exists.

- 8.19. <u>Document Conflict</u>. If a conflict arises between the terms of this Agreement and the terms in the attached Exhibits, the terms of this Agreement shall control over the terms of the Exhibits.
- 8.20. <u>No Agency Created</u>. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
- 8.21. <u>Further Assurances</u>. The parties shall take further action and execute documents as may be reasonably required to effectively carry out the terms of this Agreement and its purposes.
- 8.22. <u>Non-Liability of City Officials and Employees</u>. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner or any owner of any portion of the Property, or any successors, for any breach by the City of this Agreement.
- 8.23. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgement page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.
- 8.24. <u>Cancellation of Agreement by the City</u>. Under ARS § 38-511, the City may cancel this Agreement. The City is unaware of any reason under ARS § 38-511 to cancel this Agreement as of the date hereof.
- 8.25. <u>Termination</u>. This Agreement shall terminate without further action when the Property is no longer developed and maintained as a Perimeter Exception Development. Upon termination, the City shall have the right to record a document to provide notice of termination in the Official Records of Maricopa County, Arizona.

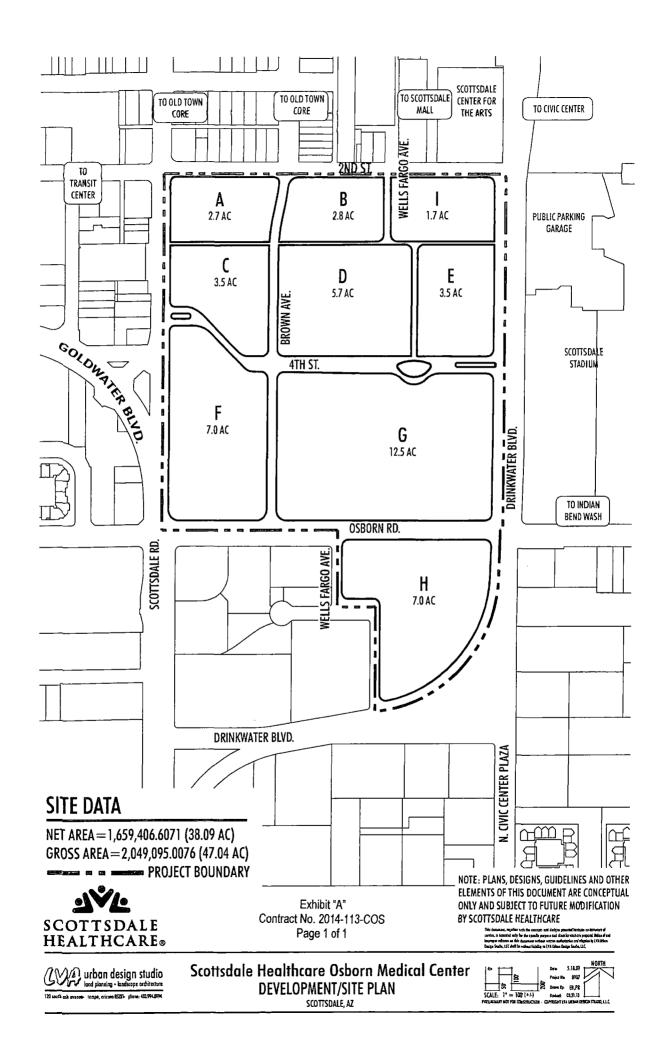
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year irst written above.	
	THE CITY:
ATTEST:	CITY OF SCOTTSDALE, an Arizona municipal corporation
By: Carolyn Jagger, City Clerk	By: W.J. "Jim" Lane, Mayor
APPROVED AS TO FORM:	
By: Falls  Bruce Washburn, City Attorney  By: Joe Padilla, Senior Assistant City Attorney	
STATE OF ARIZONA )	
) ss. COUNTY OF MARICOPA )	
SUBSCRIBED AND SWORN TO before me "Jim" Lane, Mayor of the City of Scottsdale, Arizona,	
	Notary Public
My Commission Expires:	

# THE OWNER:

Scottsdale Healthcare Hospitals an Arizona non-profit corporation

	Senior Vice President and General Counsel
STATE OF ARIZONA ) ss.	
COUNTY OF MARICOPA )	
The foregoing Agreement was acknowledged 2013, by Alan B. Kelly, the Senior Vice President and Hospitals an Arizona non-profit corporation.	
,	Notary Public
My Commission Expires: $4/21/20/6$	JOAN C PETERS NOTARY PUBLIC MARICOPA COUNTY, AZ MY COMM. EXPIRES APRIL 21, 2016



#### PARCEL NO. 1:

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

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

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

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

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

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

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

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

Exhibit "B"
Contract No. 2014-113-COS
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BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 9 OF SAID "SCOTTSDALE INDUSTRIAL PARK", SAID POINT BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 'STAGECOACH ROAD' AS DESCRIBED ON THE PLAT FOR "SCOTTSDALE INDUSTRIAL PARK", ACCORDING TO BOOK 65 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

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

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

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

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

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

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

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

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

EXCEPT THE SOUTH 40.00 FEET THEREOF; AND

EXCEPT THE NORTH 30.00 FEET THEREOF;

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

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

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

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

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

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY CONTINUATION OF THE EAST LINE OF LOT 15 OF SAID "SCOTTSDALE INDUSTRIAL PARK", A DISTANCE OF 25,00 FEET;

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

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

#### PARCEL NO. 2:

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

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

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

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

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

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

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#### PARCEL NO. 3:

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

**EXCEPT THE SOUTH 60 FEET AND** 

EXCEPT THE EAST 125 FEET THEREOF.

#### PARCEL NO. 4:

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

#### AND

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

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

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

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

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

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

#### PARCEL NO. 5:

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

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

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

THENCE NORTH 278.78 FEET:

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

THENCE SOUTH 278.78 FEET;

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

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

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

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

**EXCEPT THE WEST 452.50 FEET THEREOF; AND** 

EXCEPT THE EAST 40.00 FEET THEREOF;

AND EXCEPT ANY PORTION LYING WITHIN PARCEL 8 OF SAID REPORT

AND TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY;

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

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

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

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

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

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

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

#### PARCEL NO. 6:

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

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

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

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

THENCE NORTH 140 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET THEREOF.

#### PARCEL NO. 7:

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

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

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

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

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

THENCE EASTERLY 585 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET THEREOF.

AND

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

#### PARCEL NO. 8:

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

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

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

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

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

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

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

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

**EXCEPT THE WEST 40 FEET AND** 

EXCEPT THE SOUTH 420.50 FEET THEREOF; AND

**EXCEPT THE EAST 625 FEET THEREOF: AND** 

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

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

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

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

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

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

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

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

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

EXCEPT THE WEST 452.50 FEET THEREOF; AND

**EXCEPT THE EAST 40.00 FEET THEREOF;** 

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AND EXCEPT ANY PORTION LYING WITHIN THE EAST 585.00 FEET:

#### PARCEL NO. 9:

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

**EXCEPT THE EAST 625.00 FEET; AND** 

**EXCEPT THE WEST 412.50 FEET; AND** 

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

#### PARCEL NO. 10:

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

EXCEPT THE SOUTH 60.00 FEET THEREOF;

#### PARCEL NO. 11:

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

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

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

COMMENCING AT THE CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, FROM WHICH THE CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 26 BEARS NORTH 00°09'25" EAST, A DISTANCE OF 2.658.38 FEET:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PARCEL NO. 13:

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

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

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

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

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

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

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

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

#### PARCEL NO. 14:

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

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

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

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

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

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

THENCE SOUTH ALONG SAID LINE A DISTANCE OF 417.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 715,22 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, WHICH SAID POINT IS ON THE CENTER LINE OF STAGE COACH ROAD;

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

**EXCEPT THE NORTH 130.00 FEET;** 

**EXCEPT THE SOUTH 40.00 FEET FOR ROADS;** 

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**EXCEPT THE WEST 40.00 FEET FOR ROADS;** 

EXCEPT THE EAST 16.00 FEET FOR ROADS.

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

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

EXCEPT THE WEST 452.50 FEET THEREOF; AND

**EXCEPT THE EAST 609.04 FEET THEREOF;** 

#### PARCEL NO. 15:

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

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

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

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

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

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

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

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

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

#### PARCEL NO. 16:

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

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

EXCEPT THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO CITY OF SCOTTSDALE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PARCEL NO. 17:

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

EXCEPT THE SOUTH 40.00 FEET.

#### PARCEL NO. 18:

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

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

EXCEPT THE EAST 167.00 FEET, THEREOF; AND

EXCEPT THE WEST 33.00 FEET, THEREOF; AND

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

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

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

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

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

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

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

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

#### PARCEL NO. 20:

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

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#### PARCEL NO. 21:

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

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

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

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

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

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

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

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

**EXCEPT THE SOUTH 25.00 FEET;** 

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

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

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

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

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

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

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

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

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

#### PARCEL NO. 22:

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

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

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

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

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

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

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

EXCEPT THE EAST 200.00 FEET THEREOF.

### PARCEL NO. 23:

THE NORTH 110 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

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

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

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

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

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

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

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

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

EXCEPT THE EAST 200 FEET, THEREOF.

#### PARCEL NO. 24:

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

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

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

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

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

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

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

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

#### PARCEL NO. 25:

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

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

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

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

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

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

THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 33.00 FEET;

## PARCEL NO. 26:

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

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

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

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

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

THENCE SOUTH, 99.82 FEET;

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

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

PARCEL NO. 27:

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

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

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

THENCE SOUTH, 99.82 FEET;

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

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

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

## PARCEL NO. 29:

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

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

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

THENCE SOUTH, 99.82 FEET;

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

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

## PARCEL NO. 30:

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

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

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

THENCE SOUTH, 99.82 FEET;

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

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

## PARCEL NO. 31:

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

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

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

THENCE SOUTH 99.82 FEET;

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

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

**EXCEPT THE SOUTH 50.00 FEET:** 

## PARCEL NO. 32:

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

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

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

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

THENCE SOUTH 99.82 FEET;

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

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

## PARCEL NO. 33:

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

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

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

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

PARCEL NO. 34:

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

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

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

THENCE SOUTH 99.82 FEET;

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

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

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

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

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

## PARCEL NO. 35:

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

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

THENCE SOUTH 99.82 FEET;

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

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

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

Contract No. 2014-113-COS
Page 25 of 27 THENCE SOUTH 1.4 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DEEDED BY HARRY LENART TO E.J. OAKLEY IN DOCKET 1043, PAGE 318, RECORDS OF MARICOPA COUNTY, ARIZONA;

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

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

## PARCEL NO. 36:

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

## PARCEL NO. 37:

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

## PARCEL NO. 38:

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

## PARCEL NO. 39:

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

Exhibit "B" Contract No. 2014-113-COS Page 26 of 27 EXCEPT THAT PORTION LYING WITHIN SAID PROPERTY, AS DEEDED TO THE CITY OF SCOTTSDALE IN DEED RECORDED AS 95-0058251 OF OFFICIAL RECORDS.

## PARCEL NO. 40:

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



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

## SCOTTSDALE HEALTHCARE OSBORN MEDICAL CENTER

# Perimeter Exception Project Narrative

## **Prepared for:**

Scottsdale Healthcare Osborn Medical Center

7400 E. Osborn Road Scottsdale, Arizona

## Prepared by:

Berry Riddell & Rosensteel, L.L.C.

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

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

## I. Property Information

Location: 7400 E. Osborn Road, Scottsdale

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

## II. Zoning Overview

## Current

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

## Zoning History

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

## Development Plan

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

## **III. Project Overview**

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

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

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

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

## IV. Request

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

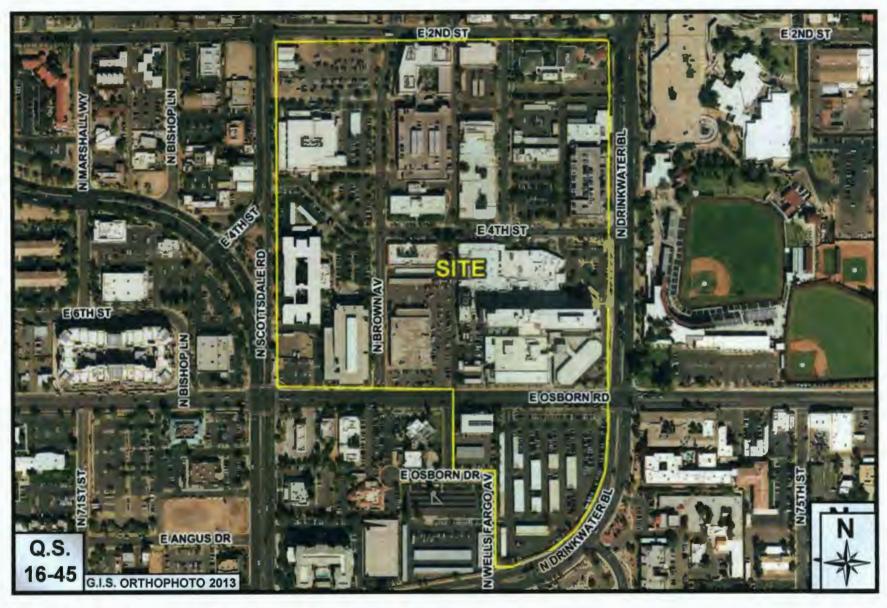
10. REPLAT. The property owner shall submit, and receive City Council approval of a replat and any related Development Agreement utilizing the Perimeter Exception to eliminate the property lines that run through the buildings, addresses the sharing of parking, cross drainage, and other shared facilities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

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

## V. Conclusion

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

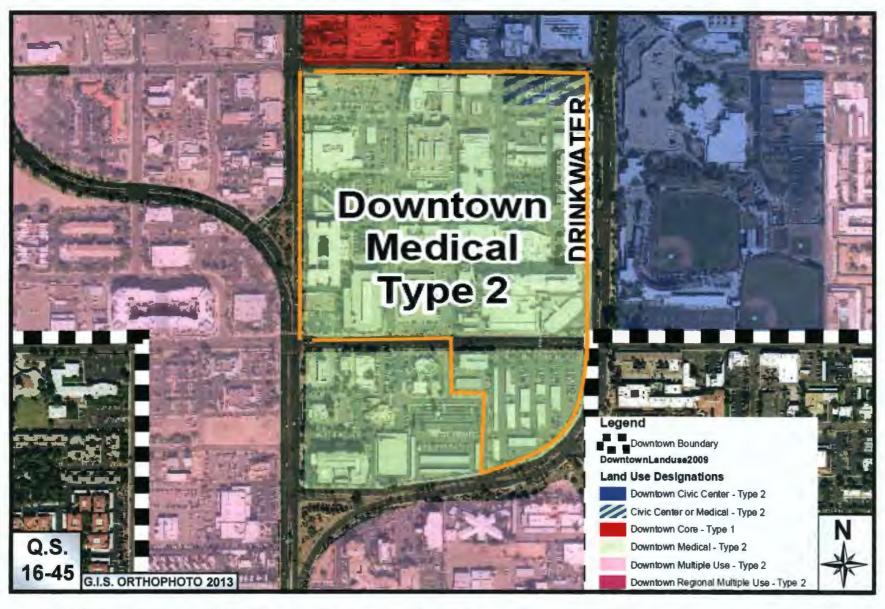
Scottsdale Healthcare Osborn Medical Center has enjoyed a long history of serving the needs of the residents of the City of Scottsdale and the surrounding community. Hospitals and medical centers bring innumerable public benefit to the community and have unique operating characteristics that require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



Scottsdale Healthcare Osborn - Perimeter Exception

1-PE-2013

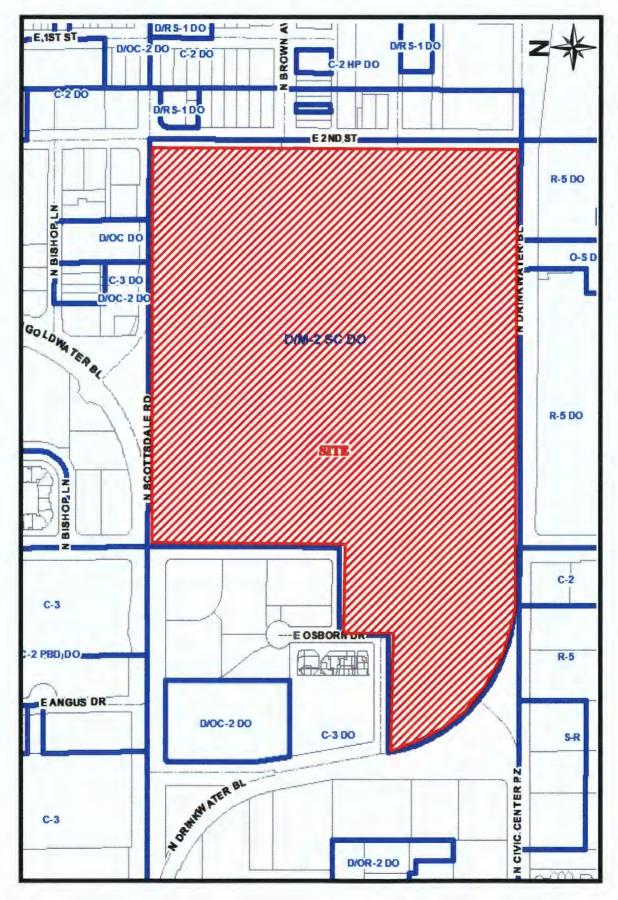
**ATTACHMENT #4** 



Scottsdale Healthcare Osborn - Perimeter Exception

1-PE-2013

**ATTACHMENT #5** 



1-PE-2013

**NERAL NOTES** 

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### PERIMETER EXCEPTION PLAT

#### SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER

LOCATED IN THE WEST HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST. GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER: SCOTTSDALE HEALTHCARE HOSPITALS

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MY COMPRISION EXPRES

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IS PLAT IS SUBJECT TO THE CITY OF SCOTTSDALE DEVELOPMENT AGREEMENT AS CORDED IN MARICOPA COUNTY RECORDERS DOCUMENTING.

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#### **ACKNOWLEDGEMENT** STATE OF ARIZONA

COUNTY OF MARICOPA

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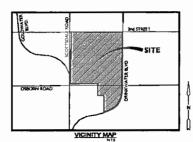
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**ACKNOWLEDGEMENT** 

COUNTY OF MARICOPA

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NOTARY PLANC: MY CONFESSION EXPRES

#### SHEET INDEX

COVER SHEET LEGAL DESCRIPTION LEGAL DESCRIPTION PUBLIC EASEMENTS, LINE & CURVE TABLES

#### **NET AREA STATEMENT**

\$Q. FT	ACRES
402.155.5795 SQ. FT.	9.2322 ACRE
25,318 9864 5Q FT.	0 5817 ACRE
556,130 9017 9Q FT.	12,7669 ACRE
	7.4977 ACRE
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	556,130 9017 9Q FT. 336,401,1811 5Q FT. 133,276,8529 5Q FT. 181,084 9304 5Q, FT.

#### **OWNER/CLIENT**

SCOTTSOALE HEALTH-CARE HOSPITALS
JOHN KORTH WELLS HARGO AVENUE, SLITE C
57277 N. 16TH STREET; SLITE 149
FICHE: 400,883,349
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**BURVEYOR** 

LITTLEICHN BYGINEBUNG ASSOCIATES, INC.

#### REFERENCE DOCUMENTS

- FINAL FIAT OF SCOTTSOME INDUSTRIAL PARK FER BOOK IS OF PARK FACE SE H.C.R.
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#### CITY OF SCOTTSDALE APPROVAL BLOCK

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE ARIZONA \_\_\_ DAY OF \_\_\_\_

\_\_ CITY CLEAK

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CHARLOS DE LOS DESCOR

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EXCEPTION

PERIMETER

SCOTTSDALE HEALTHCARE WA HORTH WELLS PARON AV FUITE C SCOTTEDALE, AZ ESTA)

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1 OF 6

PERIMETER **EXCEPTION PLAT** SHC-OSBORN CAMPUS

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THENCE SOUTH OR DECREES OF THALL SOR RECORDS WISE IA DISTANCE OF 419 JETET TO THE FORM OF CONTAINED OF A THACKED CONCAPE TO THE HORST TEAST.
THENCE SOUTH-SUSTRILLY LOWS, THE ARC OF MAD COMM, THEOLOGY IA CHITTAL, MAKEZ OF YOU RESEARCH OF HAND, THE ARC TO THE PROMIT OF A CONTAINED AND A DISTANCE OF THE CONTAINED AND A CONTAINED AND A THACKED THE PROMIT OF A CONTAINED AND A DISTANCE OF THE PROMIT OF THE PROMIT OF THE CONTAINED AND A CONTAINED AND A THACKED THE PROMIT OF T

(D) A PORTICIN OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP I NORTH BANGE 4 EAST OF THE GRA AND SALY RIVER BASE AND HERIDIAN, MARICOPA COUNTY, ARIZONA

BING HOSE PARTICULARLY DISCISION AND TOLLOWS.

114 WEST 1000 TETT OF THE "SCOTTSDALE ROBUSTNAL PARK" ACCORDING TO BOOK AS OF HAVE 1000 TETT OF THE "SCOTTSDALE ROBUSTNAL PARK" ACCORDING TO BOOK AS OF DECET THE SOUTH HOSE RET THEROO'S AND EACHER THE SOUTH HOSE OF THEROO'S.

(I) A KORTION OF THE SOUTHMEST QUARTER OF SECTION IS, TOWNSHE 2 NORTH, RANGE 4 LAST OF THE GLA AND BUT SWEER BUS AND PERIDBAN HARCOPA COUNTY, AIZONA ALSO BURG A KORTION OF THE "CONTROLL ROUSTING HARC." ACCORDING TO BOOK OF OWNERS AND THE SOUTH OF THE "CONTROLL ROUSTING HARC." ACCORDING TO BOOK OF OWNERS AND THE STATIONAL PROPERTY OF SOUTH AND THE PRATTOLA ABLY DISCUSSED.

AS FOLLOWS

BIGINARYS AT THE SOUTHWEST CORNER OF LOT 20 OF SAID "ICOTTSDALE INDUSTRIAL

THENCE NORTH IN DEGREES 55 HENDTES 30 SECONDS WEST, ALONG THE SASTERLY CONTINUATION OF THE SOUTH UNIT OF SAID LOT 30, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CONNECT OF YOR SHOT SCOTTEDME ROUSTRIVE PAIRS'.
THENCE NORTH DO DECRES ON HEALTS DO SECONDS EAST, ALONG THE EAST LINE OF SAID
LOTS AND IS NORTHEUS TO CHINICATION. A DISTRIANCE OF HAIR REST TO A COANER OF
THE RIGHT CONNET ABANDONED FIR DOCKET 1186, PAGE 413, RECORDS OF PARKCOPA.

THE BUT ALL DINGS CAND ARRANGE WHEN BUGSEL OF WAY SON THE MEDISCREES SEE HERALTISE SE.

CONTINUATION OF THE EAST THE OF LOTT IS OF AND "SCOTTIONAL POLITIMA. PINK". A DEFINANCE OF SIGHT.

THE RECEIVED HE LEGALLS SHEWLED IS SHOOT ON SHEET, ALDING THE NORTH HE REBOOL (OT IS A DEBINANCE OF HIS SHEET.

THE RESERVE HE SHEWLED HE SH

PAREL IN 0.2

THE SOUTH HALL OF THAT PARE OF ARAPDOIND RICHT-OF-WAY, AS ARANDOMED BY RESOUTHERN OF HER SOUTH THAN PARE OF A RECORD OF PARECON COUNTY, AROND RESIMED BY COUNTY OF THE SOUTH RESOURCE OF THAT OF THE SOUTHWEST COURSE OF HIS OFFICE OF THAN PARE RESOURCE OF THE SOUTHWEST COURSE OF HIS OFFICE OF THAN PARE ARONDOMED AND THAN PARE ARONDOMED TO THE SOUTHWEST COUNTY OF THAN PARE ARONDOMED TO THE SOUTHWEST COUNTY OF THAN PARE ARONDOMED THA

THE NCE SOUTH A DISTANCE OF 30 REET TO THE NORTHEAST CORNER OF SAID LOT 14: THE NCE ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 166 SO REET TO THE POINT

PARLE NO 2" THAC'S ON SCRIPTON I POLITICAL PARK, PER HAP RECORDED IN BOOK AS OF HAPS PAGE THAC'S ON SCRIPTON IN HARACOPA COUNTY RECORDER. SCRIPT THE SCRIPT HORIZON IN THE COUNTY RECORDER. SCRIPT THE RUNT IS TITLE THEREON.

#### LEGAL DESCRIPTION (CONTINUED)

PRIVIDE THAT OF THE SOUTH BIFTED FRACT 'A'. OF SCOTTSDALE REDUSTRIAL MARK HEL HAP RECORDED IN BOOK 65 OF HAPS PACE 3E, IN THE OFFICE OF THE MARKCEPA COUNTY, RECORDER

THE NOATH HALF OF THAT PART OF ABANDONED RIGHT-OF-WAY, AS ABANDONED BY RESOLUTION NO. 141 RECORDED IN DOCKET 113%, PAGE 433, RECORDS OF HARK OPA

RESULTION NO. IN INCORPED IN DOCUMENT THE PARK 3.3, RECORDS OF HARCON COUNTY ARROAD RECEASED OF THE MORE THAN THE COUNTY ARROAD RECEASED OF THE MORE ARROAD RECEASED OF THE COUNTY ARROAD THE SECTION OF THE COUNTY ARROAD RECEASED OF THE RECEASED OF THE COUNTY ARROAD RECEASED OF THE RESTRICT OF THE RESTRICT

THENCE SOUTH A DISTANCE OF 30 PET TO THE NORTHEAST CORNER OF SAID LOT H.
THENCE ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 1M 30 FEET TO THE POINT

PARCEL NO 5 A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWIST QUARTER OF SECTION TWENT'S DE RIS TOWNSHIP TWO (2) NORTH RANGE FOUR HE BAST OF THE GUA AND SALT RIVER BASE AND HERIDAIN HARKCOPA COUNTY, ARZ ONA, DESCRIBED AS ROLLOWS

FOLLOW: COMMENCE OF THE SOUTHWAT COMMENCE OF THE SOUTHWAT QUARTIE OF THE GLA-MORTHMEN COMMENCE OF SECTION IS TOWN-MEN'S NORTH MANGET (AUST OF THE GLA-THENCE NORTH THE HIEFT ALCOKE THE BUT LINE OF MAD SOUTHWAST QUARTIES OF THE NORTHWAST QUARTIES TO THE FORTH OF BEGINNING.

FHENCE NORTH BY DEGREES 55 MINAUTES 30 SECONIDS WEST 625 00 FEET THENCE SOUTH 278 78 FEET

THEN SOUTH JRTH HET.

THENCE SOUTH JRTH HET.

SOCIETT RE GAT BY DECASES 35 BRANTES IS SECROPS LIAST TO THE POWN OF ECONOMIC

SOCIETT RE GAT BY DEET AND THE MOSTH IN THE ACCOUNTING TO THE CHIT OF

THE CHIT BY THE POLLOWING MANDONED PROPERTY AS IT FORTH IN RESOLUTION

FOR SECONDO AS 30 INSMITS AND DESCRIBED AS FOLLOWS.

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SALT RIMS BUS AND PRESIDENT MANCOMA COUNTY, AND TO THE GAT AND

SALT RIMS BUS AND PRESIDENT MANCOMA COUNTY, AND THE SET AS THE GAT AND

SALT RIMS BUS AND PRESIDENCE AND

DICEPT THE WIST GLIS REST THRENCE AND DICEPT THE WIST GOD RET THRENCE AND DICEPT THE WIST GOD RET THRENCE AND EXCEPT AND EXCEPT AND FOR THE WIST GOD RET THRENCE AND EXCEPT AND

NORTHWIST QUARTER TO THE POINT OF BEGNANCE.

THENCE NORTH ALONG WID BLIT USE OF THAN SOUTHWIST QUARTER 77878 HETT.
THENCE NORTH IN DECAUSE 35 HEALTES 30 SECONDS WIST 623 DIFFET.
THENCE SOUTH MARALLE. TO THE EAST UNE OF SHAD SOUTHWIST GO WARTER 78 THE T.

NORTHWIST QUARTER 78 THE T.

THENCE SOUTH DECOURS 35 HEALTES 30 SECONDS BAST TO THE POINT OF BEGNANGE.

PARCEL NO 4
THAT HART OF THE SOUTHMEST QUARTER OF THE HORTHWIST QUARTER OF SECTION
THANTH SIGN, TOWNSHE TYPO Q) HOSTIN MANCE FOUR HE LOST OF THE GLA AND SACT
RIVER ARE WAS PRESIDEN. HARLESSE FOUR HARDONS, DESCRIBED AS OLLOWS
HOSTINGST QUARTER OF SAID SECTION IS WISHOULD RECEIVE BOTHLINE OF SAID
SOUTHWIST QUARTER OF THE ROCELLINESS OF SAID MOST AND SECTION IS WISHOULD ROCHEL TO SOUTHWEST QUARTER OF THE ROCELLINESS OF SAID WISH SAID RET. THERES SOUTH AND SAID FOUR THE SAID FOUR SAID SAID FOUR THE SAID FOUR SAID FOUR THE SAID FOUR SAID FOUR THE SAID FOUR SAID FOU

140 PET.

THENCE SOUTH IP DEGALES SS PRIVITES TO SECONDS LAST SIG. PET 1:0 THE LAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26.
THENCE NORTH-140 PET TID THE FONT OF BEGINNING.
DICEPT THE BAST 40 PET THEROP.

PARCE, NO. 7. THAT HAVE TO THE NORTHWIST QUARTIE OF RECIPIONS TO THE NORTHWIST QUARTIE OF RECIPIONS TO THE NORTHWIST AND TO THE GLA AND BLIT GOT THE GLA AND BLIT GOTHER STATE OF THE GLA AND BLIT GOTHER STATE OF THE STATE OF TH

THENCE NORTH, ALONG SAID EAST LINE OF THE SOUTHWEST CHARTER OF THE NORTHWEST CONNTEX. 19219 PEET. THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE

THE CONTROL OF THE CO

AND A PARCE, OF LAND IN THE COLTIMENT ONE QUARTER OF THE NORTHWIST CAR. QUARTER OF SECTION 3. INCIDENT IN PORT HE AND THE COLTIMENT CAR. QUARTER OF SECTION 3. INCIDENT OF PRANCED, THAT OF ARECONA, THE GETWINA LAW BALLER, TO AND 400 RETERMING THE SCATTLE OF THE ADDRESS TO ESCURIBLY AS A SECTION OF THE SCATTLE OF THE ADDRESS TO ESCURIBLY COLTIMENT OF THE SCATTLE OF THE ADDRESS TO ESCURIBLY CONTROL OF THE ADDRESS TO ADDRESS ADDRES

#### LEGAL DESCRIPTION (CONTINUED)

PARCEL IND IS THAT PART OF THE SOUTHWEST QUARTER OF THE RORTHWEST QUARTER OF SECTION 16 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16 THAT ON THE PART OF THE GRA AND MAIT RIMES BASE AND MEREDIAN MANUSCOUNTY ARCONA, OPECURED AS ROLLOWS.

BEGINNING AT THE SOUTHEAST COURIES OF THE SOUTHWEST QUARTER OF THE

BECHNING AT THE SOUTHEAST COMMENCE THE SOUTHWEST CHARTER OF THE MONTHMEST CHARTER OF RECEIVE MONTHMEST OF RECEIVE WEST ALLOWS THE SOUTHWEST CHARTER OF RECEIVE MONTHMEST CHARTER OF THE MONTHMEST OF MONTHMEST OF MONTHMEST CHARTER OF MONTHMEST CHARTER OF THE MONTHMEST CHART

THENCE SOUTH ALONG NO USE 41721 FET FOR FORT ON THE SOUTH LINE OF THE NORTH 11522 FET OF SUD SOUTHWEST QUARTER OF THE NORTHWEST QUARTER. THENCE SOUTH IN DESIRES SY INWAILS SY SECONDS NOT ALONG MAD USE 40YO REEL TO THE LAST USE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER. THENCE SOUTH ALONG THE EAST USE OF THE SOUTHWEST QUARTER OF THE NORTHWEST.

THENCE SOUTH ALONG THE GAST UNE OF THE SOUTHWEST QUARTISE OF THE NORTHWIST QUARTISE OF THE TO THE ROOM OF BECAMING. QUARTISE OF THE TO THE ROOM OF BECAMING THE SOUTH HE SOUTHWEST OWNERS HE SOUTHWEST QUARTISE OF THE SOUTHWE BEGINNEON WHICH IS ON THE CRITIFICATE OF TRANSCORCH INDUS DISTRICTIONS THE CRITICAL THROUGH THE WAS THE OF THE WEST SLASS BETTED WISD DOLLMMST CAUGHTS OF THE MOST THROUGH THROUGH

THE YEAR ALONG THE CENTRE LIVE OF STACKCOMON INDIA, A DETAMACE OF MILLS FEET HOUSE CALLED TO THE TILE FROM THE ORGANISMS.

TOCKTHEN WITH THE FOLLOWING AMMODIATED THE SET FORTH IN MEDICATION THE WITH THE FOLLOWING AMMODIATED AS FOLLOWS.

TOCKTHEN WITH THE FOLLOWING AMMODIATED AS FOLLOWS.

THE MAINTH SHE FOR THE SET OF THE SAME FOLLOWS. TO AMMODIATED AS FOLLOWS.

NORTHMENT QUANTER SECTION IS, TOWNSHOP IN HORTH, BANKE I LAST OF THE GLA MO EXCEPT THE WITH THE SET OF THE GLA MO EXCEPT THE WITH THE SET OF THE FOLLOWS.

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MACLING ?

PER LOCATE HORD TELL OF THE SOUTHWEST QUALIES OF THE NORTHWEST QUALIES OF THE NORTHWEST QUALIES OF THE NORTHWEST QUALIES AND THE NORTHWEST AND TH

PARCEL NO. 10
THE LAST IS SO RET AS MEASURED ALONG THE SOUTH LINE OF TRACT A. SCOTTSDALE
INDUSTRIAL MAIX, ACCORDING TO BOOK 65 OF MAIS, PAGE 28, RECORDS OF MARICOPA
COLATY, BAZZONA
DICEPT THE SOUTH 66 00 RET THEREOF;

PARCE IN O 11: THE BUT HAY OF THE SOUTH 600 FRET OF TRACT A SCOTTSOALE PROUTTHAL PARK ACCORDING TO FOCK 65 OF MAY, MACE THE MONTH FRET OF AN ARMYCONED RELECT ROOT OF WAY ADJACES TO THE SCOTT HIS OF MAD BUT HAY, AND SET FORTH IN RECULLITION RECORDED IN DOCKET IT MA PAGE 1)), RECORDS OF MARCONA COUNTY, ANZONA.

artzona, Evicept all coal, orl gas and other hineral in said land, as reserved in Natielhent recorded in docket 2110, rage 140

PARCE NO 12. THAT FORTHWIST QUARTER OF SECTION 26, TOWNS 6P 2 NORTH, MANCE 4 EAST OF THE GLA AND SAIT BWIR PRISDAM, MAKE ON COUNTY, AUCONA, MORE ANTEL, SAIT DESCRIPTION AND COUNTY, AUCONA, MORE ANTEL, SAIT DESCRIPTION AND COUNTY, AUCONA, MORE AND SAIT SAIT OF HARMFORE THE WIST QUARTER CORNER OF MOR SECTION 26, TROY WHICH THE CITY OF SCOTTODALE SMASS CAN HARMFORE THE WIST THAT CORNER OF MORE SECTION 26, TROY HARMFORE THE MORE THAT CORNER OF MORE SECTION SEARCH SEARCH SECTION AND COUNTY OF THE MORE SECTION SEARCH SEARCH SECTION SECTION SEARCH SEARCH SECTION SEARCH SEARCH SEARCH SECTION SEARCH SEARCH SEARCH SEARCH SECTION SEARCH SEARCH SEARCH SECTION SEARCH SEAR 00"09"25" EAST, A DISTANCE OF 2 658 36 PETT

OFFICE ANT A DESTANCE OF 2,000 SHIPT.

THESE CAST HOW YOU'VE AS ON ONE THE MIST LIKE OF THE NORTHMIST QUARTE OF ADD SECTION 26. A DISTANCE OF 1,000 SHIP HE TO THE QUIT OF SCOTTONAL BANS OF ADD SECTION 26. A DISTANCE OF 1,000 SHIP HE TO THE QUIT OF SCOTTONAL BANS OF THE SECTION OF THE STORE ALL OF THE SECTION OF THE THE TO THE CITY OF SCOTTONAL BANS OF THE SECTION OF THE TO THE CITY OF SCOTTONAL BANS OF THE SECTION OF THE TO THE CITY OF SCOTTONAL BANS OF THE SECTION OF THE TO THE CITY OF SCOTTONAL BANS OF THE SECTION OF THE SE

USE OF SAD SCOTTIDALE ROUSTISAL PARK A DETANCE, OF JOUTIET TO A FORM UNIA LIVE WHICH IS PRAULE WITH AND JOUTIET ELOT HEAVILLY OF SAD PRAULE WITH A SOFT SCOND STREET. THEY ARE NOT HE FOR THE OF A HIGH SOFT ALLEY A DEDICATE OF 15 OF RET TO A POINT ON THE BUTTLEY LIVE OF A HIGH SOFT ALLEY ADDICATED BY DOCKY TO PROVIDE A SOR JOCKY OF HANGOIN COUNTY. AUDICAL SAD POINT SIGN IT TO THE TRUE FORM OF SOR JOCKY OF HANGOIN COUNTY. AUDICAL SAD POINT SIGN IT THE TRUE FORM OF SOR JOCKY OF HANGOIN COUNTY. AUDICAL SAD POINT SIGN IT THE TRUE FORM OF SOR JOCKY OF HANGOIN COUNTY. AUDICAL SAD POINT SIGN IT THE TRUE FORM OF SOR JOCKY OF HANGOIN COUNTY. AUDICAL SAD POINT SIGN IT THE TOTAL OF THE STREET SAD S

BEGNAPING:
THENCE SOUTH BY 110°F WIST, ALCING SAID EASTERLY LINE, A DISTANCE OF 30°, 40° RET;
THENCE NORTH BY 100°F WIST, A DISTANCE OF 312 BE RET 10 A ROWN ON THE EASTERLY
BOOTH GAVWAY LINE OF BECHWA MANNE AS DEDICATION DISCOLLENGTH, BUT AND AND
BECH GAVWAY LINE OF BECHWA MANNE AS DEDICATION DISCOLLENGTH, BUT AND AND
BECH SOWN OF MANICORN COUNTY, ARIZONA, SAID FROM TERMS ON A 142 BY FOOT HADIS,
NOVEL TAKKRITH CARMY, WHOSE CRETTER BASAS SOUTH BY 10°515' SAIT. HENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BROWN AVENUE THE POLLOWING

CLUAISES. THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF ON 19791", A.

THESE INCREMENTED A COMMON THROUGH A CRIMINA MADE OF 0'17) IT A DISTANCE OF 81 INTERNATION AS INTERNATION AS INTERNATION AS INTERNATION AS INTERNATIONAL PROPERTY TO THE RECOMMENDED OF A TANGER CHARGE OF 80 INTERNATIONAL COMMON A CRIMINAL MADE OF 80 INTERNATIONAL PROPERTY AS INTERNATIONAL PROPERTY OF 90 IN

ARECUMA. THENCE ALUMG SAID SOUTHERLY RIGHT-OP-WAY FOR SECOND STREET THE FOLLOWING

SOUTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET AS DEDICATED IN DOCKET 2009. SOE RECORDS OF HURKUP COUNTY, ARZONA, A CISTANCE OF 13E-17 FEET TO THE TRUE

PARCEL NO. 1)
THE NORTH ISLOD FIET OF THAT PART OF THE SOUTHWAST QUARTER OF THE NORTHWIST QUARTER OF THE NORTHWIST QUARTER OF THE NORTHWIST COUNTED OF SECTION TWENT'S SKICKN TOWNSHIP TWO (I) HORITH MANCE FOUR (I) HAST, OF THE GRA AND SALT RIVER BUS AND HERDIAN , MARCONA COUNTY, MIZZONA.

OF THE CASE AND SAIT INVESTIGATE AND HERDAN. PARKCOSE COUNTY, RESCONA OPPOSED AND SECRED AND SECRED

COLUMNS.

THE PROPERTY OF THE PROPERTY OF A DESTRUCTION OF A DESTRUCTION OF THE PROPERTY OF TH

PARCEL TOO 19
THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26.
TOWNSHE'S NORTH, RANCE 4 EAST OF THE GIAL AND SALT RIVER BASE AND MERIDIAN,
HERICOR COUNTY ANZONA, DESCRIBED AS FOLLOWS.

PIECES COUNTY AND ONA, DESCRIPTO AS TOLLOWS.

COPPEDING AS THE SOUTHANDS COMERO THE SOUTHWAST QUARTER OF THE ACCEPTANCE TO THE SOUTHANDS TO THE ACCEPTANCE TO THE SOUTHANDS TO THE SOUTHANDS TO THE ACCEPTANCE TO A POINT ON THE EAST LINE OF THE WEST 70HB HEET OF SAID SOUTHWEST QUARTER OF THE

RET. HOSE, OR LESS TO THE TRUE FORM OF BECOMMING.
DOCTOT THE KORTH HAS METT.
DOCTOT THE WORTH HAS METT.
DOCTOT THE WORTH ROD RETT FOR BOADS.
DOCTOT THE WORTH ROD RETT FOR BOADS.
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DOCTOT THE ASSET OF SOLVETT THE WORTH THE WORTH ASSET OF THE WORTH AS SOLVETT THE

LEGAL DESCRIPTION (CONTINUED)

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

> SCOTTS DALK HEALTHCARE RORTH WELLS FAROU AT STATE C SCHTTEDALZ, AZ 45151 480.803.5349



LEA PROJECT NO. 20(1002)

> DATE 04 31 3014

2 OF 6

PERIMETER EXCEPTION PLAT SHC-OSBORN CAMPUS

AMCE, NO. 10: A SQUIRMIST QUARTER OF THE NORTHWIST QUARTER OF INCTION 15 TOWNERS TAKEN THE NORTHWIST QUARTER OF INCTION 15 TOWNERS TAKEN THE NORTHWIST QUARTER OF INCTION 15 TOWNERS TAKEN AND INCTION AND INCTIONAL PROCESSOR STOCKING.

AND RECTION 15 AND THE NORTH USE OF THE SQUIRM 220 OFFEET OF THE NORTHWIST QUARTER OF USE ECTION 15 AND THE NORTHWIST OR SAID RECTION 15 AND THE NORTHWIST OR AND THE NORTHWIST OFFEET OR THE NORTHWIST OR AND THE NORTHWIST OF THE NOR

DOCKET 1975 FACE 1337

THENCE SOUTH DOCKETS OF HEMATIS SHIECONDS LIATH ALONG SAID WHST LINE OF BROWN AND SEAL DOTTAKET OF SOOD BETT TO A SEMICINA SHOULD BRANC ON THE SOUTH ALONG SAID WHST LINE SHOULD SHOUL PARCE RECORDED PLOCKET 1988 PARCE 1144, OF OFFICH RECORDS, THENCE SCUTH BOOKABES 119 PARCESS SYSCOODS BLOST, ADDITIONAL OF 1173 RET TO A FOURT. MUD FORM EIGHG NOT THE MORTHLUSE OF THE SCUTH 222 DAY THE OF THE SCUTHMEST CONTROL OF THE MORTHLUSE OF THE SCUTH 222 DAY THE TO THE SCUTHMEST CONTROL OF THE STREET SHOWS SYSTON THE TO THE OWN OF THE MORTHLUSE OF SAD SCUTH 1230 DIFFE, A DOTATION OF THE TO THE OWN OF THE OWN OF THE SAD SCUTH 1230 DIFFE, A DOTATION OF THE TO THE OWN OF THE SAD SCUTH 1230 DIFFE, A DOTATION OF THE TO THE OWN OF THE SAD SCUTHMEST STREET SAD STREET SAD STREET TO THE SAME SCUTHMEST SAD SCUTHMEST SAD STREET SAD STREET SAD STREET TO THE SAME SCUTHMEST SAD SCUTHMEST SAD STREET SAD S

PACE, NO. II
THE WIST 377 OR RET OF THE SOUTH HE OF THE SOUTHWAST QUARTER OF THE
ROTTHWAST STANDARD OF SECTION IN TOWNSHIP I HOUSE HANG I LIGHT OF THE GUA
MOS SULT WHITE NEXT AND PERSONN HARCOFFS COUNTY, NACONAL
ROST THE SOUTH HOS DIET AND POSTETT OF THE OFF COUNTY OF KOTTINGALE
COPPERSON OF A FORTY ON THE SOUTH HAS OF MOS SOUTHWAST QUARTER OF THE
ROTTHWAST QUARTER OF THE NORTHWAST QUARTER OF SECTION IS BLACK NORTH BE
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DEGRES 39 HEALTS WEST 33.00 FEET, THENCE NORTH A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING

THENCE, INCRITED ADMINISTORY OF GOOD THE ROWN OF BECAMING,
PRICE COMMISSION ON DEPTH AND THE ROWN OF BECAMING,
THENCE SOUTHWASTERN TO A ROWN IT WAS GOOD THE MORTH OF AND END HET MAST
OF SECTIONS.

O

EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID.

SECTION 26.

SECTION 26.

SECTION 26.

THENCE NORTH OD DECREES 10 HINLIES HE SECONDS EAST (AN ASSURED BEARING), ALONG THE WEST UNE OF THE NORTHWIST QUARTER OF SAID SECTION 26. FOR A DISTANCE OF 400 PETS. THENCE SOUTH 89 DEGREES 51 HINATTIS OF SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO A ROWN ON THE EAST LINE OF THE WEST 40.00 FEET OF THE MORTHWEST QUARTER OF SAID.

SECTION 26.

SECTION 26.
THENCE NORTH DID DEGREES 10 PHILITIES HIS SECONDS EAST, ALONG SAID EAST LINE, FOR A
DISTANCED IN 17 FEET TO THE POINT OF BEGINNING.
THENCE CONTINUING MORTH DID DEGREES 10 PHILITIES HIS SECONDS EAST, ALONG SAID EAST
THENCE CONTINUING MORTH DID DEGREES 10 PHILITIES HIS SECONDS EAST, ALONG SAID EAST.

THENE COMMISSION MAIN TO DECREES IN HIGH THE 4 SECRED SATE ALONG USED IN THE COT THE NORTHWIST COMMISSION OF BUILD STORT HE SECRED SATE OF THE NORTHWIST COMMISSION OF THE SECRED SATE OF THE NORTHWIST COMMISSION OF THE SECRED SATE OF THE SEC

THE PROPERTY STEPS AND PROCEEDS OF SECONDS WEST, ALONG SAID MORTH LINE FOR

THENCE NORTH SO DEGREES OF HINATES COSECONDS WEST FOR A DISTANCE OF 2H TH FEET TO THE FORM OF BEGINNING.

PARCE NO IZ

THE BAST IS SO RET OF THE WEST 412 SO RET OF THE SCRITH 223 FEET OF THE NORTHWIST QUARTER OF SCCTION TWENTY-SIX (A) TOWNSHET TWO ON NORTH, BANGE FOLK IN PLAST OF THE GUAR AND SALT RINNER BASK AND REBEDIAN PHANCEME COUNTY RESERVED.

PANCE, NO. 18
7-YE EAST B.30 FEET OF THE NORTH 117.37 FEET OF THE SOUTH 340.39 FEET OF THE WEST
417.50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TO TOWNSPAY NORTH RANCE FEAST OF THE GLA AND SALT BUFFE BLS. AND HESSAN.

MACE NO IN THE NORTH 75 DE PIET OF THE SOUTH 222 DETET OF THE WEST 327,00 PIET OF THE NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 2 NORTH RANGE 4 LIST OF THE GILA AND SALT RIVER BASE AND PERSONAN PARSCORA COUNTY, ARZONA EXCEPT THE EAST IN FACILITY, THEREOF, AND

DELIGIT THE LIATT INTO BILLT THEREOF, AND DECEMBER THE WORST DIRECT THE WORST DIRECT THE WORST DIRECT THE WORST DIRECT THE FACTOR COMMITTED TO CITY OF SCOTTISHELL AN ARAZONA TURNE PAR DECEMBER OF THE FACTOR OF THE WORST DIRECT DIRECT

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID. SECTION 18: THENCE NORTH DID DEGRES TO PRINTES HE SECONDS LAST LAS ASSUMED BEARING ALONG THE WEST LIVE OF THE NORTHWIST COLUMNER OF SAD SECTION 26: 145.00 FEET TO A POINT ON THE MORTH LINE OF THE SOUTH HEIGHTET OF THE NORTHWIST QUARTER OF SAD INCOME.

SECTION 36

THENCE SOUTH IP DECARES 31 FRAUTS OF SECONDS LAST, ALONG, MAD NORTH LINE 40,00

RET TO THE FORM OF RECOMMEN.

RET TO THE FORM OF RECOMMENS.

THE FLEX MORTH OF DECARES 10 FRAUTS OF SECONDS LAST, ALONG THE LAST USE OF THE VISTS HOUSE OF THE ALONG THE LAST USE OF THE VISTS HOUSE OF THE VI

SECTION 28: THENCE SOUTH HE DEGREES STEMMUTES OF RECONDS LAST, ALONG SAID MORTH UNE 10.52 REET THENCE SOUTH DO DEGREES 12 HENUTES 27 SECONDS MOST, 75 OF REET TO A PORT ON THE NORTH UNLE OF THE SOUTH 1 HEAD DETECT OF THE MORTHMAST CORRER OF SAID SPETICA

AN. THENCE NORTH IN EXCARES SI MINATES OF SECONGS WEST, ALCHIG SAID NORTH LINE, 1846 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (CONTINUED)

THE EAST IN AN HET OF THE NORTH IN AN PLET OF THE SOUTH 22300 PLET OF THE WIST 33200 PLET OF THE WIST 33200 PLET OF THE WIST 33200 PLET OF THE WIST ANALYSE AND PRECIDEN 33, TOWNSHIP I NORTH ANALYSE AND PRECIDEN 33, TOWNSHIP IN ORTH ANALYSE AND PRECIDEN AND ANALYSE COUNTY, ANALYSE AND PRECIDENT MARKED AND COUNTY, ANALYSE AND PRECIDENT MARKED AND COUNTY, ANALYSE AND PRECIDENT MARKED ANALYSES AND PRECIDENT MARKED ANALYSES.

THE LAST AND PIET OF THE MART OF THE YOUTHWAST QUARTER OF THE MART MORE PROTECTION IS TOWN-SHEEP IN PAIR IN WHITE IS AND A COLUMN AND A

INCOMEN WHITE BURSETS INCOMENS AND PROJUCTOR ON RESOLUTION NO 1444. RECORDED AS THE AMMOORED SOMEWAY AS DISCUSSED AN RESOLUTION NO 1444. RECORDED AS THE OTHER ASSESSED AND RECORDED AS TOLLOWS. THE SOUTH AS DEET OF THE MALE TOO REST OF THE AND ASSESSED AS THE SOUTH AS DEET OF THE ASSESSED AS THE AMERICAN THE ASSESSED AS THE ASSESS

COMMENCING AT THE NORTHMEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHMEST QUARTER OF THE NORTHMEST QUARTER OF SHIP SECTION 26. THENCE BAST 300 RETS ALONG THE NORTH LINE OF SHIP SOUTHWEST QUARTER OF THE

THENCE LAST 31 DI RET ALONG THE NORTH LIKE OF MAD SOUTHWAST QUARTER OF THE NORTHWAST QUARTER OF THE NORTHWAST QUARTER OF THE NORTHWAST QUARTER. TO THE WEST LIKE OF CONTROL OF SIGNIFING THENCE SOUTH PROCEEDS 11 THE TIED THE TIED FOOTH OF SIGNIFING THENCE SOUTH PROCEEDS 11 THENCE SOUTH PROCEEDS 11 THENCE SOUTH PROCEEDS 11 THENCE SOUTH PROCEEDS 11 THENCE SOUTH THENCE NORTH THENCE NO

PARCIL NO. 22:
THE SOUTH NOW RETLOF THAT PART OF THE SOUTHWIST QUARTER OF THE NORTHWIST QUARTER OF SECTION IS TOWNING I MORTH MAKES + BAST OF THE GLA AND SUIT BYING.
BASE AND PREDIEND HARDON COUNTY, AUGUND, DECREED AND FOLLOWS THE SECTION OF THE NORTHWIST QUARTER OF THE

PARCEL NO. 23
THE NORTH INSTELL OF THE HOLLOWING DESCRIND PROPERTY
THAT HART OF THE SOUTHWIST QUARTED OF THE NORTHWIST QUARTER OF SECTION 28.
THAT HART OF THE SOUTHWIST QUARTED OF THE NORTHWIST QUARTER OF SECTION 29.
THAT OF THE NORTHWIST OF THE QUAR AND SELL THAT HAS BASK AND PREDDAM.
HOWERS COUNTY, ARECONS, DESCRINDED AN POLICY OF.
COMPRISING AND THE NORTHWIST COUNTY OF THE NORTHWIST COUNTY OF THE

NORTHWEST QUARTER OF SAID SECTION 36.
THENCE EAST, 33 FEET, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE

NORTHWEST QUARTER.
THENCE SOUTH PARALLE. TO THE WEST LINE OF SAD SOUTH WEST QUARTER OF THE
NORTHWEST QUARTER, 379 IN FEET TO THE POINT OF BEGINNING.
THENCE SOUTH IN DECREES 35 HINLITES IN SECONDS BAST, 379-30 FEET.
THENCE SOUTH HANALLE, TO THE WEST LINE OF SAD SOUTHWEST QUARTER OF THE

THENCE SOUTH PARALLE TO THE WEST LAW OF SAID SOUTHWEST CHARTER OF THE NORTHWEST CHARTER OF THE NORTHWEST CHARTER SIX SECONDS WEST, 37%, 50 FEET. THENCE NORTHWEST PRANALLE TO AND 100 FEET EAST OF THE WEST LAW CY SAID SOUTHWEST CHARTER OF THE NORTHWEST CHARTER, 2000 FEET TO THE PORT OF BEGRAPHING SOUTHWEST CHARTER, 2000 FEET TO THE PORT OF BEGRAPHING SOUTHWEST CHARTER, 2000 FEET TO THE PORT OF BEGRAPHING SOUTHWEST CHARTER, 2000 FEET TO THE PORT OF BEGRAPHING SOUTHWEST CHARTER, 2000 FEET TO THE PORT OF BEGRAPHING SOUTHWEST CHARTER SOUTHWEST CHARTER

RIGHT THE NORTHWIST COMER OF SAD SOUTHWAST QUARTED UP THE PROQUARTER BAR.

HERSEL SULPH PROCRESS IS HERSEL BAR A DOCK THE REST HERSEL BAR

HERSEL SULPH PROCRESS IS HERSEL BE SET THE REST OF WAN OR SCOTTENAL BOXD.

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FINE NOSTHWAST QUARTER HER REST TO THE THE ORNOT OF BEOFREW GO THE RESOLD HERSEL BOXD AND THE NORTHWAST COMER THESELOT.

HERSEL SOUTH BOOKERS HAVE THE SET TO THE THE ORNOT OF BEOFREW GO THE HERSELOT.

SOUTH DECRESS ON HEATTS WEST 11 AN EST HOST COR LESS SECCRES TO THAT NORTH HERSELOT.

LIST OFF THAT SET AND TRACTE OF LAND DESCRIBES IN DEST BOOKER, THE SOUTH OF THAT SOUTH SET AND THAT SHOWS THE SET THAT SET ADD THE STORT OF THAT SOUTH SET AND THAT SHOWS THE SET THAT SHOWS THE SHOWS THE SET THAT SHOWS THE SET THAT SHOWS THE SET THAT SHOWS TH

COMMA, SERVICE 31 ATENNA INC... RECORDED IN DOCKET 932, PAGE 317, RECORDS OF HARCOAN COUNTY, ARZONA. THENCE NORTH IN DEBERES 51 HINAUTES IN SECONDS WEST ALDING SAID NORTH LINE, IZZ.IF THENCE NORTH ALDING SAID LIAT LINE 2114 OF FEET TO THE TIME FORM! OF SEGMANING.

LEGAL DESCRIPTION (CONTINUED)

PARCE NO 75

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THE SOCIETY OF QUARTER OF THE MONITHINGT QUARTER A DISTANCE OF IN HE TEXT. THE MOST SOUTH OF THE MOST AND THE MOST SOUTH OF THE MOST SOUTH OF THE MOST AND THE MOST AND

PACEL NO IN: THE SCORE NO IN THE FINE WHIST SPIS FIRST OF THE NOLLOWING DESCRIBED PROPRETY, THAT HAST OF THE SCUTHMEST QUARTER OF THE NORTHWEST QUARTER OF EXCITON IN TOWNERS IN SOUTH LANCE & LESS OF THE GLAS AND MET BATCH BALE AND PERSONN HARCES COUNTY, AUGUSA, DESCRIBED AS FOLLOWS.

HINCOR COUNTY, MAZCHA, DESCRIBO AS FOLLOWS

REGERMAGE AT ROTHER OF THE ROTH LINE OF THE SCUTHMEST QUARTER OF THE

ROTHMEST QUARTER OF ISOU SECTION IS FROM WHICH THE ROTHMEST COMES

FOR SCUTHMEST QUARTER OF THE ROTHMEST QUARTER OF MAD SECTION AS BEASE

ROTHMEST QUARTER OF THE ROTHMEST QUARTER OF MAD SECTION AS BEASE

ROTHMEST QUARTER OF THE ROTHMEST AS THE OF THE SCUTHMEST QUARTER OF THE

SOUTHMEST QUARTER OF THE ROTHMEST QUARTER OF SAD SECTION IS FULLY THE

THENCE SOUTH, WILD TEET,
THENCE NORTH BY DIGRESS SS HINLITES TO SECONDS WEST, 142,50 FEET TO A POINT ON THE

THE REST LINE OF SCOTTSDALE ROAD,
THENCE NORTH 9902 FEET ALONG THE EAST LINE OF SCOTTSDALE ROAD TO THE POINT OF
SEGMENTS.

PARCEL NO. 17.
AN LASHRINT ICR INGRESS AND IGRESS OWS THE EAST 2000 PET OF THE NORTH HIS SHEET.
OF THE WEST 10'S SHEET, LESS THE NORTH BOX PET THEREOF, OF THE POLLOWING DECLIBED.

RICHRIT:

REGINANCIA LA FONT ON THE NORTH UNE OF THE SOUTHWIST QUARTER OF THE

REGINANCIA LA FONT ON THE NORTH UNE OF THE SOUTHWIST QUARTER OF THE

REGINANCIA LA FONT ON THE NORTH WAS A FONT HAUDON, ROW OF THE OLA

AND THE THE REGINANCIA CONTROL OF THE SOUTHWIST ON THE OLA

AND SECTION TO BRAIN SOUTH HE DEGREES SI PRAITES TO SECONDO WEST 330 FIFET, SAD

FORM OF REGINANCIA SHAPE ON THE BEATTER IT HE OF ECCUTISABLE ROOT THE

SOUTHWIST QUARTER OF THE REGINANCIA CONDUCTION OF THE MORTH HE OF THE

SOUTHWIST QUARTER OF THE REGINANCIA CONDUCTION AND SECONDO. IN 1855 PRETI-

THENCE SOUTH WID TEET:
THENCE NORTH WID DIGRESS HIRATES SO SECONES WIST 193,0 FEET TO A POINT ON THE
EAST LIPE OF THE SECOTISMULE ROAD.
THENCE NORTH WIZE HET ALONG THE EAST LIPE OF SCOTTEMALE ROAD TO THE POINT OF
REGINANCE.

PARCEL NO. 26.
THE EAST SOUTHER OF THE SOUTH 3000 REET OF THE WEST 135-17 REET OF THE NORTH \$9.02
REET OF THE SOUTHWIST QUARTER OF THE NORTHWIST QUARTER OF SECTION 26.
TOWNSHIP 2 NORTH RANGE & LAST OF THE GER AND SALT RIVER BASE AND HERDWAY
HARDOPE COUNTY, ARECENA.

Parcil NO 29
The south-had ret of the east 4.00 ret of that hat of the south-hast quarter
of the north-hast quarter of section 20 to-homber 2 north bands 4 bat of the
Gea and bat river bas and hereban harcopa county arzona, described as PERSONNELS AT A POWN CONTROL NOW THE NEXT HILENGE OF THE SOUTHWEST QUARTER OF THE

REGISHABLE MEMORY OF THE ACCEPT IN ME TO THE SOUTHWEST QUARTER OF THE ACCEPT TO THE ACCEPT THE ACCE

THENCE SCUTH, 99 NZ HELT.
THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, 14250 FEET TO A POINT ON THE THE REPORT OF SCHOOL AS A SHOULD SHOULD SHEET HE STATE OF SCHOOL AS A SHOULD SHEET ALONG THE EAST LINE OF SCOTTSDALE ROAD TO THE POINT OF SEGMENTS.

PARCEL NO. 30: AN EAST-PENT FOR INCRESS AND FORESS ONER THE EAST 20:00 FEET OF THE WEST 102.5 FEET OF THE POLLOWING DESCRIPTO PROPERTY.

OF THE POSITIONAL DESIGNABLE PROMETHE IN E OF THE SOUTHWEST QUARTER OF THE REGINARIOS AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE QUA NORTHWEST QUARTER OF SECTION 2s. TOWNSHIP? NORTH: RANGE 4 EAST OF THE QUA BIGGINGS AT A FORE OF THE NORTH LINE OF THE SOUTHWIST QUARTER OF THE GLANDING THE SOUTHWIST CHARTER OF TH

THE OF SCOTTSDALE ROAD.

THENCE NORTH WIRD FET ALONG THE EAST LINE OF SCOTTSDALE ROAD. TO THE POINT OF SCOTTSDALE ROAD.

PAACEL NO. 31: THE NORTH 4920 FEET OF THE EAST 4000 FEET OF THAT PART OF THE SOUTHWEST QUARTER. CITTLE NORTHWEST CLIMITER OF SECTION 26, TOWNSHIP 2 NORTH, ANNOE 4 EAST OF THE GILA AND SALT RIVER BASE AND HERIDIAN MARICOPA COUNTY, ARIZONA DESCRIBED AS

IOLIONS

RECHANGE AT A FORT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWIST QUARTER OF SIDE SCITICN IN STOM WHICH THE NORTHWIST QUARTER OF SIDE SCITICN IN STOM WHICH THE NORTHWIST QUARTER OF SIDE SCITICN IN SERVER NORTH IN DICKETS SI POWNESS OF SIDE SCITICN IN SOUTHWEST QUARTER OF SIDE SCITICN IN SERVER SCITICN IN SOUTHWEST QUARTER OF THE NORTHWIST QUARTER OF SMID SCITICN IN SOUTHWEST CHARTER OF SMID SCITICN IN SCITICN IN SERVER SCITICN IN SERVER

SOUTHWIST QUARTIE OF THE NORTHWIST QUARTIE OF SMD SECTION HESS HET; THENCE SOUTH WED TET: THENCE NORTH IN DECREES SE HANTES SE SECONDS WEST 14250 FEET TO A FOINT ON THE EAST UNE OF THE SCOTTSTALL ROAD. THENCE NORTH WISH FELT ALONG THE EAST UNE OF SCOTTSDALL ROAD TO A POINT OF

LEGAL DESCRIPTION (CONTINUED)

EASINENT FOR INCAESS AND EGAESS, APPLICATIONANT TO PARCEL 31, AS SET FORTH IN DOCUMENT NO. 83-23/43 OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED

DOLLING THE BUILDING FORCH, RECORD, OVER THE FOLLOWING DECRRED PROPERTY. THE DATA BOD RELEASE OF THE WIST HES PET OF THE FOLLOWING DECRRED PROPERTY. THE DATA BOD RELEASE OF THE FOLLOWING GUARTER OF THE RECORDS AT A FOURT ON THE FOOTH THE COTT THE SOUTHWIST QUARTER OF THE GOAD AND SALE INFORMATION OF THE FOLLOWING THE PROPERTY OF THE FOLLOWING STATE OF THE PROPERTY OF THE FOLLOWING STATE OF THE FOLLOWING STATE OF THE PROPERTY OF THE FOLLOWING STATE OF THE FO

EAST UNE OF SCOTTSDALE ROAD; THENCE NORTH 99 REPER ALONG THE EAST UNE OF SCOTTSDALE ROAD, TO THE POINT OF

FALCE, NO. 3): THE DATE 102 SO FREE OF THE WIST 1350 FRET OF THE NORTH 49 ST FRET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GIVE AND SALT RIVER BASE AND PERIDIAN MARICOPA COUNTY.

MAZONA

MEDICAT THAT AMBATTHIS NORTHWEST OF AN AIC, CONCANT SOUTHEASTBLY HAVING A
BADBA OF 400 MEST AND TANGENT TO THE NORTH LINE AND THE WIST LINE OF THE
MORREST DESCRIBED AN COLLOWN
THE ASST TRUSH MEST OF THE WIST TUSHORST OF THE NORTH AND LIST OF THE
SOUTHWEST CAMBRIDGE OF THE NORTHWEST COLUMINE OF SECTION AS LONGWARD
MARGINAL AND CONNETTED TO THE CITY OF SCOTTABLE BY SEED SECONDEED OF DECORT
ANAZONA, AN CONNETTED TO THE CITY OF SCOTTABLE BY SEED SECONDEED OF DECORT

ALSO EXCEPT THE NORTH 600 RET THEREOF, CONVEYED TO THE TOWN OF SCOTTSDALE IN

PARCE, NO. 36.

THAT PORTION OF THE SOUTHMEST QUARTER OF THE NORTHMEST QUARTER OF SECTION THE TOWNSHIP AND THE MORE I BAST OF THE GUA AND BAST RAWS BAST AND MERIDAN PRINCIPAL CHAPPED COURTY, ARGONA DESCRIBED AS FOLLOWS.

BECHNING AT A NORTH ON THE NORTH USE OF THE SOUTHMEST QUARTER OF THE BECHNINGST QUARTER OF THE MORTHMEST QUARTER OF SECTION AS THE MORTHMEST QUARTER OF SALE OF THE SOUTHMEST QUARTER OF SALE OF THE MORTHMEST QUARTER OF SALE OF

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THENCE SOUTH WIS PLEASES SHEWITE IN SECONDS WET 127 M PLET.

THENCE NORTH PLEASES SHEWITE IN SECONDS WITH THE SOUTHWEST COUNTY

THENCE NORTH WIS PLEASES SHEWITE IN SECONDS WITH A COUNTY IN PORTION THE SOUTHWEST COUNTY

SOUTHWEST COUNTES OF THE NORTHWEST COUNTES OF MAD SECTION 127/00 PLET TO THE

SOUTHWEST COUNTES OF THE NORTHWEST COUNTES OF MAD SECTION 127/00 PLET TO THE

SOUTHWEST COUNTES OF THE NORTHWEST COUNTES OF MAD SECTION 127/00 PLET TO THE

SOUTHWEST COUNTES OF THE NORTHWEST COUNTES OF MAD SECTION 127/00 PLET TO THE

FACES, NO. 13: ON THE SUSTIMINEST QUARTER OF THE HOSTIMINEST QUARTER OF SCITCES, 21. TOMPHORE THE READ HE HAVE A STOTE THE GUAR AND USE THEM READ HE HOSTIMINEST AND HE HOSTIMINEST AND HE HOSTIMINEST THE HOSTIMINEST TOWN THE HOSTIMINEST TOWN TOWN THE HOSTIMINEST TOWN TOWN THE HOSTIMINEST TOWN TOWN THE HOSTIMINEST COUNTED TO THE HOSTIMINEST GUARTER OF THE HOSTIMINEST GUARTER OF MADE SCITCES TO THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN BEACH TOWN THE HOSTIMINEST GUARTER OF MAD SCITCES IN THE HOSTIMINEST GUARTER OF THE HOSTIMINE

NORTH PROBLEMS 51 HAVITS NO SECONDS WEST 175 SO PET? .

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THENCE SOUTH BORGUES ON HAVITS OF SECONDS WEST 400 ITEE. TO THE HOME OF SEGONDS WEST 700 IMPRET TO THE HOME OF SEGONDS WEST 700 IMPRET TO THE HOME OF SEGONDS WEST 700 IMPRET TO THE HOME OF SEGONDS SOUTH HERE.

THENCE SOUTH IN DESCRIPTS SO HAVITS NO SECONDS WEST 707 IMPRET.

THENCE SOUTH IN JUST TO THE HOME OFFINE AND OF THAT PARCEL DEEDED BY HAMBY ART TO EL CAKLEY IN DOCKET 1013, PAGE 118, RECORDS OF HAND

ARIZONA,
THENCE NORTH OF DEGLES SS MINUTES 10 SECONDS WEST 277.4) RET ALONG THE NORTH
LINE OF THAT PARCE. IN DOCKET 1013, PAGE 316 AND ALONG THE NORTH LINE OF THAT
PARCE, DEEDED BY HARY LEMARY ENDOCKET 1501, PAGE 43, RECORDS OF MARILOPA
OF MINY ARIZONA.

COUNTY, ARIZONA, THENCE NORTH OI DEGREES OF HINGTES EAST 1,4 RET TO THE POINT OF BEGINNING

PACE, NO. 34
THE EAST \$1.5 FEET OF THE SOUTH 113 SO FEET OF THE NORTH 1688 91 FEET OF THE WEST 412.5
FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.
TOWNSHE'S THOSTIN, MANCE 4 EAST OF THE GUA AND SALT RIMS BASE AND PERSONAL
HARCOPA COUNTY, MAJORIA.

PANALE, NO. J.).
THE RAST 315 FEET OF THE WEST 361 DO FEET OF THE SOUTH 115 DO FEET OF THE NORTH MEET!
HEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.
TOWNSOMD 2 NORTH RANCE 4 EAST OF THE GIJA AND SALT RIME BASE AND PERIDAN.
HARCOPA COUNTY, ARZOMA.

PARCE, NO. 38
THE LOWIN HIS OWNET OF THE MORTH 466 HI RET OF THE LAST THIS RET OF THE WEST XRIS
RET OF THE SOUTHWEST QUARTES OF THE MORTHWIST QUARTES OF SECTION 16.
TOWNESSE 2 NORTH, MANGE 4 EAST OF THE GUA AND SALT SAME BASE AND PERDUAN,
HARCOPA COUNTY, ANZOWA.

PAGES NO 79.
THE NORTH MIGORIEST OF THE EAST 400 IN REST OF THE NORTHWIST QUARTER OF THE SOUTHWIST CHARTER SECTION 18. TOWNSHIP I NORTH, BANGE 1655T, OF THE CILL MIGO SAST ARMS BASE, AND HEBBOOM, MINICORY COLUMNITY. DECEMBER THAT FOR THE NORTH MICH MICH COLUMNITY. AND DEED 10 THE CITE OF SCOTTEMAL BY NORTH MICH SHOULD RECOVER IN \$100,000 TOWNSHIP IN COLUMNITY OF SHOULD RECOVER IN THE SHOULD RECOVER IN

PARCE, NO. 40. LOT 4 SCOTTIONAL OBSORN PLAZA ACCORDING TO BOOK 170 OF MAY, MIGE 4, AND APPOINT OF CORRECTION RECORDED IN DOCKET 10813, PAGE 1033, RECORDS OF MARCOPA COUNTY, ARZONA.

PLAT

FINAL

EXCEPTION

PERIMETER

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SCOTTSDALE HEALTHCARE - OSBORN MEDICAL CENTER IORTHEAST CORNER OF SCOTTSDALE ROAD & OSBORN ROAD SCOTTSDALE, ARIZONA 85251 CORTHEAST

**6COTTSDALR** HEALTHCARE HASA HORTE WELLE SAROO AVE RCOTTEDALE, AZ 85351 480.802.9349



LEA PROJECT NO. 20130621

> DATE 01232014

3 OF 6

PERIMETER **EXCEPTION PLAT** SHC-OSBORN CAMPUS

## NOTE RE. PUBLIC EASEMENTS

THE UST OF RUBUC EASIMENTS MERION IS SASED ON THE SCHEDULE IS EXCEPTIONS CONTINUED IN THE COMMITTEEN FOR TITLE ASSULANCE NO INCS SETS HARD DATED APILE 1911. PREMIANCE OF PRINT,

I TIERS IN THE UST APPEAR HULTPLE THES IN THE TITLE REPORT, THESE HULTPLE OCCURABIOUS ARE NOTIFO IN THE UIT, ONLY ONE INSTANCE OF THESE SCHEOLILE'S TIERS HAS REEN CUNTIFIED ON THE SHAVET.

MILES 27, 28, TM, 1988, 17) HAVE SEEN DOMITIED AS USER WITH IN THE TITLE APPORT AND THE LIST BELOW, THE LAND, JACK THITTEE 1. IN, 1988, 176 CALLS FOR. "A REPORT AND LIST BELOW, THE LIST BE AND THE TITLE OF DOCUMENTS FOR ITEM LIST BE TITLE OF DOCUMENTS FOR ITEM 20 & 28 TO TEXT DOCUMENTS FOR ITEM 20 & 28 TO TEXT DOCUMENTS FOR ITEM.

ODDICATE A REQUIRED HAVING TO THE OFT THAN BOTH AND ASSESSMENT.

#### PUBLIC EASEMENTS

- THE POLICIONING PARTIES ANNO LEAGUES I THROUGH 8. BESTRATOR DESCRIPTION CONCEITORS BESTAVATORS. LABERENTI AND OTHER HATTESS SOND ON PIPE RATE OF CONTINUES BERUSTIMUS PARK, AS RECORDED IN HATTESS SOND ON PIPE RATE OF CONTINUES BERUSTIMUS PARK, AS RECORDED IN HATTESS SOND ON PIPE PARTIES OF CONTINUES PARTIES FOR A PROPERIOR OF CONTINUES PARTIES FOR A PROPERIOR OF CONTINUES PARTIES FOR A PARTIES OF CONTINUES PARTIES AND A PARTIES FOR A PARTI "I UN MONITORIUMENT SUBRQUENTLY ABANDONED EASDIENTS REYANED PER ITEM 40 HERZON (R.OTTED)
- 8 AN LASPIENT FOR BOAD OR HIGHWAY AND AFFILTENANT FACULTES RUBLE, UTERTY UNEX PRES OR POLES AND INCODENTAL RUBYOSES IN THE DOCUMENT RECORDED AN DOCKET WAS RACE SHI (ROTTED AFFICTS PARCES NO 5)
- AN EASINGHT FOR ROAD OR HIGHWAYAY AND APPLICTMANT FACELTIES, RUBLIC LITLIUT LIMES FIRES OR POLES AND INCIDENTIAL RUPPORES IN THE DOCUMENT INCOMED AS DOCKET WAY FACE NO (RUTTED, APPLICTS PARCEL NO 6-8)
- AN LASEMENT FOR UNCERGROUND LITELTY AND WATER METER AND INCIDENTIAL PLANCES IN THE DOCUMENT RECORDED AS DOCKET 10749, PAGE 1077 (ROTTED, AFFECTS PAGEL IND 7)
- II. AN EASEMENT FOR PROESTMAN ACCESS AND LANDYCAPING AND INCIDENTIAL PLAPOCES IN THE DOCUMENT RECORDED AS DOCKET 11525, PAGE 617. (PLDTTED, APRICTS PARCEL NO. 7). (ALSO ITEM 17 HEREON)
- 17. AN EASEMENT FOR UNDERGROUND UTILITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 1172, PAGE IS (PLOTTED AFFECTS PARCEL NO. 1) (ALSO ITEM 46 HEREON)
- AN EASINGNT KOS VOYGOLAR NON ACCESS AND INCIDENTIAL RURPOSES IN THE DOCUMENT ALCORDED AS 87-91-91 OF OFFICIAL RECORDS (ROTTED APPECTS PRACEL NO 4 AND 7)
- 19 AN EASTMENT FOR YEMCURAR MON-ACCESS AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AS 67 - 181 402 OF OFFICIAL RECORDS (RLOTTED, AFFECTS FARCELIND & AND 7)
- 34 AN EAST-PENT FOR TRAFFIC SIGNAL AND INCIDENTAL PLAFOSES IN THE DOCUMENT RECORDED AS 14-8189 OF OFFICIAL RECORDS (PLOTTED AFFECTS MACEL NO. 7)
- AN EASEMENT FOR SIGHT DISTANCE AND INCIDENTAL PLAPOSES IN THE DOCUMENT RECORDED AS 91-19340 OF OFFICIAL RECORDS. (PLOTTED AFFECTS MARKEL NO. 1 LOTS 9-11)
- 26. AN EASEMENT FOR PAILSING AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 19, 1997 AS 97.54497 OF OFFICIAL RECORDS. (PLOTTED, AFFECTS PARCEL NO. 1 LOT 2). (ALSO ITEM 37. HEREON).
- 27. AN EASEMENT FOR RIGHT OF WAT AND INCIDENTAL PLAPOSES IN THE DOCUMENT RECORDED AS 97-80495 OF OFFICIAL RECORDS.
  (PLOTTED, AFFECTS PARCEL NO. 8)
- 28 MILASPIENT FOR BOAD OR HO-HVAT AND AFFARTHMANT FACULTIES AND INCEDENTAL RAPONS AT THE DOCUMENT RECORDED AS 91-396376 OF OFFICIAL RECORDS. (REOTHED AFFECT) PARICEL NO © (MASO ITEM AS PERSON)
- 39 AN EASEMENT FOR SIGHT DISTANCE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 3001/31/314 OF OPECIAL RECORDS (RECOTED APPECTS PARCEL NO 1 LOT 30)
- 40 RESOLUTION NO. 0236 RECORDED NOVEMBER 02, 2011 AS 2011-909-15 OF OFFICIAL RECORDS. (PLOTTED, APPECTS PARCEL NO 1. 5 AND B) (ALSO ITEM 65 HEREON)
- 42. RESOLUTION NO. 8932 RECORDED MARCH 05, 2012 AS 2012-189630 OF OFFICIAL RECORDS.
- THE FOLLOWING MATTERS AFFECT PRACEIS 10 AND 11: THE DOCUMENT RECORDED AS DOCKET 10114 PAGE 19.
- THE FOLLOWING MATTERS AFFECT PARCEL IZ:

  54. AN EASTERN FOR SIGHT DISTANCE AND PRODUCTING PRAPOSES IN THE DOCUMENT ALCORDED AS IN-MATTER OF OPPOSAL RECORDS: (PLOTTED)
- 55 AN EASEMENT FOR SIGHT DISTANCE AND INCIDENTIAL RURPOSES IN THE DOCUMENT RECORDED AS IN-086/35 OF OFFICIAL RECORDS. (PLOTTED)

#### OTHER DOCUMENTS NOT IN TITLE REPORT

ABANDONMENT ACCEPTANCE AND COVENANT ST PARCEL LENDER, TEMANT OR OTHER INTEREST HOLDER AS NOTED IN DOCUMENT RECORDED AS NAMEDR 2011-44940, RECORDS OF MARICOPA COUNTY, ARZOMA.

#### PUBLIC EASEMENTS (CONTINUED)

- THE FOLLOWING MATTERS AFFECT 13 AND 14.

  THE AN EASEMENT FOR PUBLIC UTELTY LINES, MIPES OR POLES AND INCIDENTAL PURPOSES. IN THE DOCLMENT RECORDED AS DOCKET 1761, PAGE 422 PLOTTED MIRCTS PARCEL NO 1) AND HI
- THE POLLOMING MATTERS AFFECT PARCEL IS 70. AN EAST-BUT FOR PUBLIC PARKING AND INCIDENTIAL PLAPOSES IN THE DOCUMENT RECORDED AS DOCKET 11117, PAGE 497 (PLOTTED)
- AN EASI-MINT FOR PEDISTRIAN ACCESS AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 11112 PAGE 493. (PLOTTED)
- 73 AN EASIMENT FOR PEDESTRIAN ACCESS AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 11134, PAGE 1153 (PLOTTED)
- AN EASTHENT FOR PUBLIC UTELTY LINES, 1995 OR POLES AND INCIDENTIAL PLAFFORS IN THE DOCLMENT RECORDED AS DOCKET 11691 PAGE 601, (PLOTTED)
- AN EAST-ENT FOR UNDERGROUND UTILITIES AND INCIDENTAL PURPORE IN THE DOCUMENT RECORDED AS 85 311 RF) OF DERICAL RECORDS. (PLOTTED)
- 76. AN EASEMENT FOR UNDERGROUND UTILITIES AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AS 80-311980 OF OFFICIAL RECORDS. (PLOTTED)
- AN EARMENT FOR UNDERGROUND UTSUTES AND INCIDENTIAL PLANDED IN THE DOCUMENT NECORIDE AS IN-MITTED OF OFFICIAL RECORDS AND NA-INCORDED AS 94 08370 OF OMERAL RECORDS. ROBENTICAL TO ITEM IN ARMY, PLOTTEDY
- 82. ALL HATTERS AS SET FORTH CN "HAP OF DEDICATION FOR SCOTTSOALE HEALTH CARE ORDOWN CAMPILES DOWN HAS STEED RECORDED AS BOOK 5 IN OF HAPS MAGE 16. (PLOTTED). (ALSO TIEMS NO. PL. 101; 113, 122, 130, 142, 144 j. 174 HERSON).
- THE FOLLOWING MATTERS AFFECT PARCEL IT

  3) AN EASTHEINT FOR ROAD AND INCESTIMAL PURPOSES IN THE DOCUMENT
- THE HOLLOWING MATTERS AFFECT PARCELS IF AND 28:
  101. AN EASTERN FOR ACCESS AND LANDSCAPING AND INCIDENTIAL PURPOSES IN THE
  DOCUMENT RECORDED AS DOCKET 1322, PAGE 49. (PLOTTED).
- 103. AN EASEMENT FOR RUBLIC PARKING AND INCIDENTAL PLAPOSES IN THE DOCUMENT RECORDED AS DOCKET 11302, PAGE 441, (PLOTTED)
- THE FOLLOWING MATTHES AFFECT PARCES 21:

  114 THE TRANS AND PROPERIOR COMFAND IN THE DOCUMENT BYTITLED
  TERCULATION OF HAP RECORDED JANUARY PL. 1995 AS 95-0017H OF OFFICIAL
  RECORDS.
  (PLOTTED)
- THE FOLLOWING HATTERS AFFECT PARCEL 2+
  134. AN EASINE IN THE DOCUMENT. RECORDED AS DOX ALT 7417, PAGE 597, "PLOTTED
- THE FOLLOWING MATTRIS AFFICE PARCEL 25:
  HE, AN EASTERN FOR RESEL PARKING AND INCIDENTAL PLANCIES IN THE DOCUMENT INCOMED AS DOCKET IT ISS. INC.6 TP. (PLOTTED)
- THE FOLLOWING HATTIRS AFFECT PARCELS 31, 37 AND 33.

  (3) AN LAUPEM FOR PICTIRAN ACCESS LANDSCAPING AND PICEPANTAL PLANDSES IN THE FORCEMENT RECORDED AS DOCKET THOSE PARCETS (1) PARCETS (
- THE POLLOWING MATTERS AFFECT PARCELS 34 AND 35.

  (SIL AN EASDRENT FOR BOAD OR HIGHWAY AND INCIDENTIAL PURPOSES IN THE DOCUMENT ALCORODE AS 60-00104 OF ORTICAL RECORDS. PLOTTED]
- 139 AN LASEMENT FOR 1965 INTORANT AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AS 85-021045 OF ORFICIAL RECORDS. (PLOTTED)
- 160 AN LARIMENT FOR UNDERGROUND BURKE, UTBUTES, BCYCLE PATHS AND INCIDENTIAL PURPOSES IN THE DOCUMENT RECORDED AS 81-421-046 OF OFFICIAL RECORDS.
  PLOTTEIS
- THE FOLLOWING MATTERS AFFECT PRACESS IN, THAND BE
  179. AN EASTERN FOR ECONOMY AND INCIDENTIAL PLANDLES IN THE DOCUMENT
  RECORDED AD DOCKET WIDE ANGE AFF AND AS DOCKET WIDE PRICE HEL
  PLOTTED. AFFECTS PRACES NO. 38)
- THE FOLLOWING MATTERS AFFICE PRACEL 39
  IB. AN EASTERN THE MADISCASE MAINTENANCE AND INCIDENTAL PLAPORES IN THE
  DOCUMENT RECORDED AS \$5.7500 SO OFFICIAL RECORDS. (PLOTTED)

## THE FOLLOWING PATTERS AFTECT MACEL IN ID. RESTRICTIONS EDECATIONAL CONCENTIONAL EXPRINATIONS LISTENSHIP AND OTHER ID. RESTRICTIONS EDECATIONAL CONCENTIONAL EXPRINATIONS AND ALMICORDED IN MALLOCKE IN WARCH IN HIS INTERNET WAS CONCENTIONAL CONCENTIONAL RESTRICTION RESCRIPTION A PRETENENCE LEFFATION ON DESCRIPTION BASED ON MACE, COOK, RELICION IN HAMBORY, PARIENT STATION ON RESTRICTIONAL CRICIA TO THE EXTERNI SICH COMMUNIS, CONDITIONS OR RESTRICTIONS VICLATE AL UK. SHOWLD, MOSTILES

#### PUBLIC EASEMENTS LINE AND CURVE TABLES

Line Totale			ì	Line	
Line #	Langth Direction		ĺ	ting #	Lang#n
BI	28.01	\$89° 45' 00'E	i	ELST	78.00
8.2	22,00	30° 07 25'W	1	67.85	78.00
83	20.05	NSP" 45' 00"W	1	£1.33	14.00
84	22.00	889° 45' DOTE	1	8134	167.00
6.5	51.74	80° 07 25'W		ELDS	9.0
84	142.48	289° 47 80°E	1	ELS6	20.02
82	60.00	NOT OF 25%	1	EL\$7	87,14
8.0	60,00	90° 07' 25'W	l	ELBB	884.60
aı	102.37	NBF* 45' 30'W	1	EL3P	175.31
<b>810</b>	214.07	NOT NO COTE	1	ELAO	16.72
B.11	21 4.09	80° 14 40 W	1	EL41	12.00
£119	22.00	N89" 45' 30"W	1	ELAZ	12.00
813	36.01	30° 07 25'W	1	B.43	154.75
6.14	1,00	N39° 50' 30"W	1	EL44	111.27
B.18	60.04	NSP 50 80W	ì	ELAS	1453,25
B.16	60.04	HEF ST STW	1	EL44	165732
EL17	118.00	90° 07 25'W	1	EL#	14.00
E3.18	1242.05	NO-01-25%	1	EL48	6.00
UIS	53.00	1897 43 COTE	1	BLST	599.88
EL30	150.00	H0"07"27E	1	EL50	300.00
PL21	150.00	NO-01-52E	1	ELS1	800.00
B.27	22.00	587° 45' 00'TE	1	PLAZ	30.66
8.25	417,16	80° 07' 25'W	1	253	30.54
E.94	150.00	80° 07 25 W	1	8.84	6.00
0.23	180.00	10° 07° 23°W	1	13.85	10.12
B.96	22.00	N89" 45 00"W	]	ELAA	190.88
8.27	117,15	30° 07° 25°W	]	FL67	190,59
8.28	117.17	\$0° 07° 35°W		ELSS	341.00
8.29	19213	EO' OF 25W		B.67	200.00
B.30	22.00	889° 51' 30'E		81.40	200,000

Care list

Core of Lamph Badus Dates

ECI STELL NOTE SALES

RC2 70,26 12.00 48100W

PC3 80-40 48.00 4570707

EC4 85.40 48.00 45°00'00'

ECS 72.26 12.00 4970000

5C4 163.97 774.00 174780

ECT 44.51 44.31 F4794

ECR 81.67 | IB.00 | 100748107

EC9 17.88 93.00 10\*\*\*\*

EC10 28.87 BLAS 1971-F107

SCI1 14.67 12.00 SF14725

6C12 \$7.36 17.00 88\*14\*0\* SC13 17.7F 19.00 BF3/54F

BC14 399.55 444.00 4970692 OC15 119.17 284.09 23'67'07

BC16 19.17 163.920 8'43'04'

BC17 110.7F 453.00 14'00'4F

BC18 144F 513.00 P3805

			1 -			
Line fable					Une la	
٠	Langth	Direction	Į ļ	Line Ø	Langih	Offection
_	75.00	30" 07 25"W	i	ELS!	200.04	389° 45' 30'E
!	78.00	87 07 25 W		RA2	200.27	90° 07° 25°W
1	14.00	200° 61' 2078	]	143	200,00	HC 07 251
ı	167.02	NO. 01. 32.5	] ,	21.64	10.00	NOT 45 30W
	44	84P 51'00'E		ELES	75.49	HO' 07 2512
;	20.02	H44" 80 30W		FLAG	43.81	H12" 23" DOTE
•	87.14	HBS 2C 20°E		RØ	4.96	N69" AS 30"W
	884.60	\$89° 51' 20'E		8.44	183,26	NGP" 45" 30"W
•	175.31	S87" 30" 20"E		ELEP	12.00	NEFF 45 307W
,	14.72	N45 10 00TE		S	18.00	50° 14' 50 W
ī	12.00	80° 10' 00'W		BŽI	18.00	NO 14 30'E
2	12.00	HBY' 80 00'W		EU2	20.00	80" IC 00"W
,	154.75	NSP* 81' 30'W		RJ3	9.00	80° 10' 00'W
,	111.27	H6P* 51' 30'W		EU/4	8.00	30° 00° 25°W
,	1623,25	30° 07 25°W	Ì	EL76	23/01	389" 44" 40"
ī	165722	30°07'25'W	1	EU'6	<b>59.4</b> 1	N89" 45 30W
,	14.00	197 67 1071	1	6.77	90.75	KP 44 MTE
,	6.00	16F 45 00TW	)	67,78	30.00	HO" 02' 40'W
,	599.58	HD* OF 23TE	1	EL77	377.22	HQ* 12 00TE
,	300.00	30° 07° 25°W		EL80	377.23	90" 17 00"W
,	800.00	90" 07 25"W		ELST	14.00	H89° 45' 00"W
,	30.66	NEET SC 307W		ELAZ	11,90	HEET 4E COTW
,	30.54	N87" 50 30"W		£L&S	11.98	20° 09° 25°W
,	4.00	NSP 45 00W		ELB4	644.97	NO 07 00TE
,	10.12	HET' 45 30W		CLAS	644.97	HO' DF 00%
,	190.86	NAP 80 30W		F1.84	70.05	NOº 18' 10'W
	190.59	NAC 00 30W		£1.87	137,11	589° 45' 20"s
,	<b>34</b> 1.00	307° 45' 00TE		R.86	136.63	NEST 43 30 W
,	200.00	307° 45° 9078		£1287	70.03	EU 07 10 W
,	200,000	107 45 MT	1	EL PO	434.50	HOT OF 1072

Line ligible			
Line f	Length	Direction	
B.71	621.55	N6P 46 35W	
BJ/2	821.35	HSP* 47' 00'W	
EL93	94.15	1897 46' 30'E	
FLM	32.81	976' 52 50'W	
836	44.80	HB-F 07 80'W	
EL76	434.80	50" 07" DO"W	
8157	235.30	107° 44' 10'E	
ELFE	71.00	20° 07' 23'W	
EL99	10.00	MOTOR ESTE	
El 100	125.00	50° 00° 25°W	
B.101	34.00	\$0" 00" 20"W	
E1.102	175.49	1407° 45' 10"W	
EL 103	74.85	\$347 24 007W	
6,104	195.86	200° 46' 40°E	
0.165	145.63	HSP 46 20W	
EL 104	417.44	\$0° 07' 10'W	
EL 107	MA	HO' OF TO'E	
EL 108	25.34	M45-01, 10.E	
E.109	12.01	NP OF STE	
<b>EL</b> 110	1.00	SEPT OF SET	
<u> B.111</u>	909.94	80° 14 50′W	
EL112	138.00	N1° 80' 40'E	
RII)	18.62	NSP 52 207W	
ELI14	1,00	\$0° 08' 30'W	
EL115	1.00	507 05 80W	
EL116	450	20, 09, 30,AA	
EL117	4.00	M0" 05' 2072	
ELTTO	400	ESP* 81' 30'E	
EL 119	6.23	MO" 08' 30"E	
EL120	82.00	197 47 30W	

FL124	8400	20° 08' 30"W
£125	4.00	N86- 81, 30,M
£1126	8.00	HOP OUT SUTE
£L127	400	\$87° 51' 30'E
61,125	230.12	MC 11 2072
B.129	131.81	N1" 44" 20"E
ELISO	83.94	311°07 85TE
B.131	123.39	NO" 10" 20"E
EL132	41.30	17 87 ITW
EL133	12.27	N87" 49" 40" W
EU34	73.92	N7" 47" 30"E
ELISS	73.08	67 47 10°E
ELISA	25.00	50° 07' 25"W
£L137	115.00	80° 07' 00'W
EL 138	116.00	HQ. 05. 00.E
B139	41.82	20" OF 25"W
E1.140	132,97	1877 45 20TE
8.141	113.03	NOT OF 1075
ELVE	4200	89° 25' 60°E
ELI43	71,96	15 43 40W
EL143	8	200" OF 2072
EL146	8	145 07 00W
EL147	17.62	90° 07° 25°W
EL140	22.29	387° 48' 30'E
E149	<b>809.4</b> 1	80° 07° 25°W
EL 150	6.75	50" OE 30"W
@151	1.00	80° 06' 30"W
EL162	64.16	H39" 81' 32'W
ELIAS	5.40	NOT OF BOTE
BT194	144.05	HOP S1 30W
ELIM	910.80	NOTOF 10TE
FE166	210.80	HO'OF 10'E
FU157	60.00	M89" 51' 00"W

Une Table

EL122 8.80 NOT DE SOTE EL123 791.02 ESP 64 30TE

the 2 Length Checken E.121 349.00 HEP 81'30W

GINEERING

34

Ĕ,

ARIZONA

SCOTTSDALE,

OSBORN MEDICAL CENTER SDALF ROAD & OSBORN ROAD FINAL EXCEPTION SCOTTSDALE HEALTHCARE. SCOTTSDALE HEALT NORTHEAST CORNER O PERIMETER

> SCOTTS DALK HEALTHCARE WA COSAR BLIST HTRON FURTE C TEDALE, AZ 85351 480.853.5347



LEA PROJECT NO.
20120421

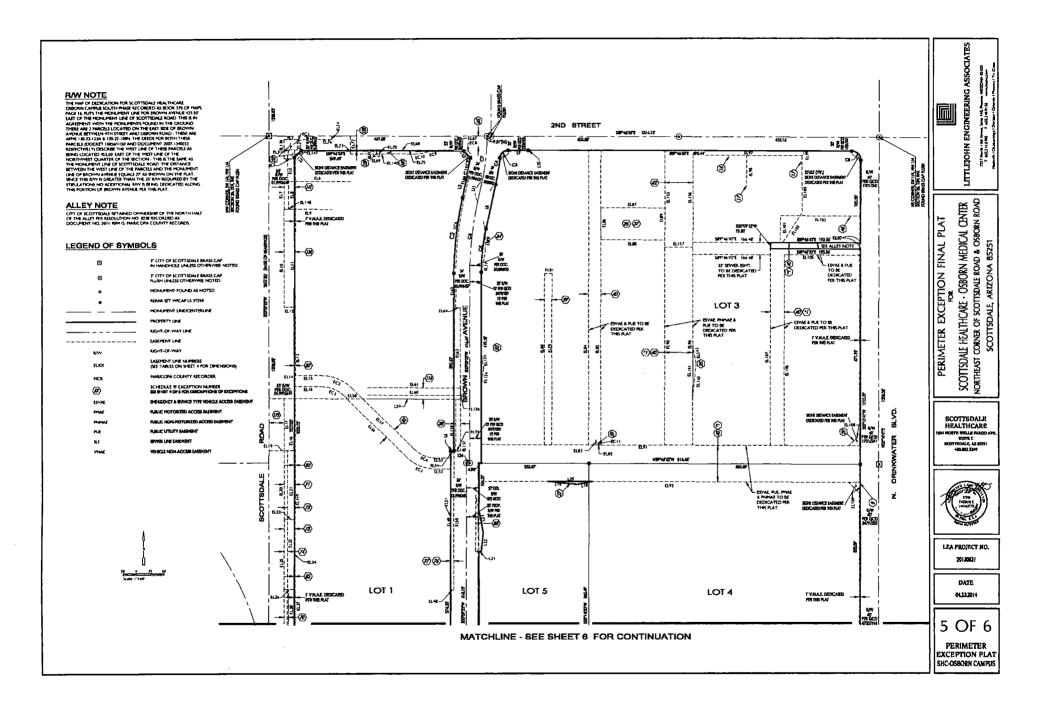
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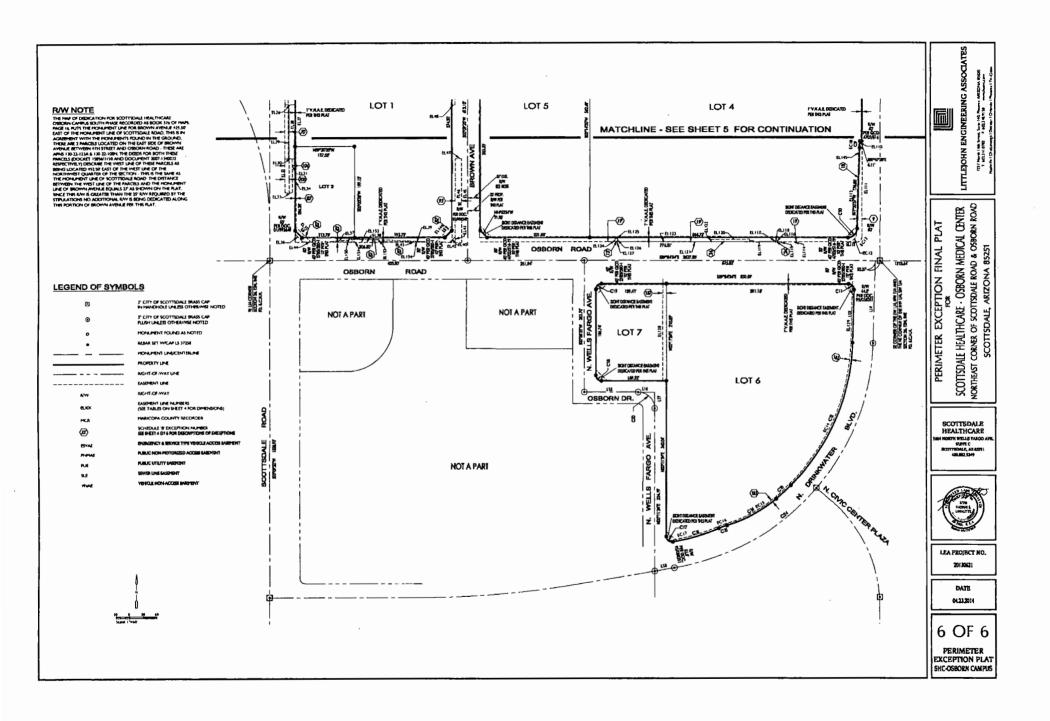
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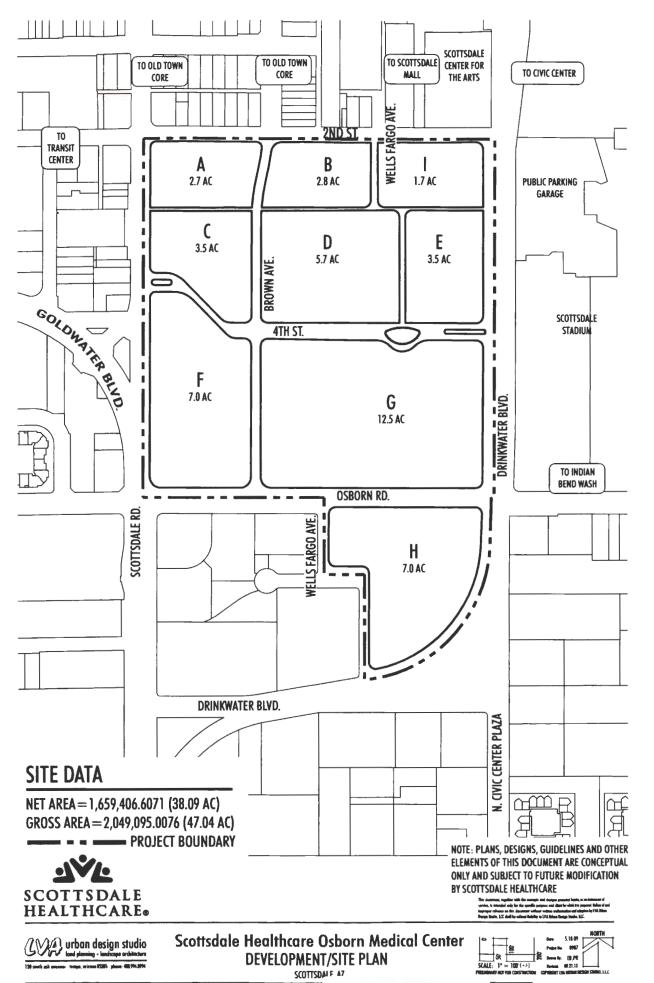
PERIMETER **EXCEPTION PLAT** SHC-OSBORN CAMPUS

#### LINE AND CURVE TABLES

	INE TABLE			CUIVETABLE			
LINE	LENGTH	BEARNO	CURVE	TEMOTH	RACKS	DELIA	CHORDARO
D	\$1'C1.	M91192W	CI	4#	4031	602	אינוניונים
13	90.26	MCP11VBE	a	164.67	774.02	11%127	DOPE IF W
נו	GN.	\$13°257374	<b>a</b>	WAT	18.00	SPHIT	· ·
и	47	NOT'653TW	2	60,38	E0174	64244	
ı	71.27	MANAGEM	Ġ	94.87	442.17	131320	L. •
16	21.20	NACSZSCW	QI	197.67	784.007	11,025	\$36,35,16,4
W	97.90	KITTOUTE	0	100.94"	474.31	12'08'38"	EOP1F4FW
19	43.86	MBP4532TW	_ O	21,47	2000	STATE OF	
LIO	1.57	ZTL/SL(1).M	2	1461	\$12.00	F3605	EXP2F4TW
LII)	CN.	MIZZOUTE	CIG	20.00	30.07	8571467	
LI2	11435	3014400W	CII	19.10	12.07	7173532	-
LI3	12.1%	MICHOCOLE	C12	\$200,	440.00	42751705"	-
	177,75	BOINTOON	C13	480	48.07	FIST	
115	115.67	MBD*SDSFW	C14	12034	\$10.0E	20'5707	· ·
116	37.02	NEPTO BY	CIS	18.70	149.97	PUTOE	
LI7	Ē	MED'1178/TE	CIÁ	Ē	400	1378207	_ <del>-</del>
178	22.61	DESCRIP	Gi7	10.1	12.00	NO PER	
_ up	64.30	HOUT TO ACT Y	C18	19.84	12.00	8777	
(20)	96.17	30F36701E	Ö	IMF	17.07	85/36	
(d)	LT	BENFAT	C2D	13.77	35.60	90702785	-
122	4.57	2099711W	C34	RMIN	613.60	PERM	
123	49.08	newst					•
ш	LUT	31691.6	1				







1-PE-2013 11/4/2013