

2009-03

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20090294173 04/02/2009 04:51
ELECTRONIC RECORDING

When recorded return to:
Clerk
Town of Cave Creek
37622 N. Cave Creek Rd
Cave Creek, AZ 85331

061116D-16-1-1--
mcdevitttr

RESOLUTION NO. R2009-02

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CAVE CREEK, MARICOPA COUNTY, ARIZONA AUTHORIZING THE TOWN OF CAVE CREEK ("TOWN") TO ENTER INTO A DEVELOPMENT AGREEMENT WITH DESERT'S EDGE DEVELOPMENT L.L.C. ("OWNER")

RECITALS

A. Owner is developing a project known as Desert's Edge (-MCAP 211-10-006A and B & C collectively 3.56 acres known as the "Property"), which is generally located at the southwest corner of the intersection of Cave Creek Road and School House Road. Owner has proposed a Lot Line Adjustment.

B. During the Lot Line Adjustment process for Desert's Edge the Town's Planning Department included a stipulation of their approval requiring that Owner donate the Town a 50' wide right-of-way from Lots B & C across the southern portion of the site extending Mark Way to School House Road ("Mark Way Extension").

C. The land being sought by the Town for public right-of-way is collectively nineteen thousand seven hundred sixty nine (19,769sf) square feet, legally described in Exhibit A (the "Legal Description"); in addition, Owner will donate a strip 20' x 181.65' three thousand six hundred thirty three (3,633sf) square feet of land ("Parking Strip") to the Town for mutual parking assignments between the Town and Lot A. In total, the twenty three thousand four hundred and two (23,402sf) square feet of land know as the "Donated Property".

D. Owner's original plan for the Donated Property zoned R-18 was for the residential development of two lots. Donating the described property to the Town imposes hardship to the Owner with the result of no conforming residential lots.

E. Owner is willing to dedicate the Donated Property to the Town; however, Lot A will retain all parking space rights planned for the Parking Strip and that Lot A and B are relieved of all/any improvement and development burdens and costs to the Mark Way extension as well as to School House Road, that the Parking Strip be used as Black Mountain trailhead parking for the people of Cave Creek as well as Lot A overflow parking, and the Town improve Mark Way extension prior to or in unison with the development of either Lot A or B (whichever comes first). However, the Project remains subject to the Cave Creek Town Code (the "Town

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Code").

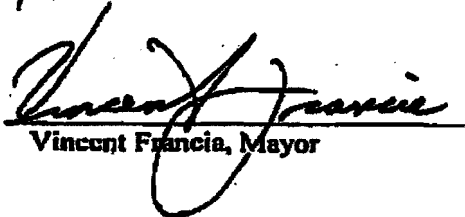
F. The Town is authorized to enter into this Agreement with Owner pursuant to the provisions of A.R.S. § 9-500.05.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAVE CREEK, ARIZONA, AS FOLLOWS:

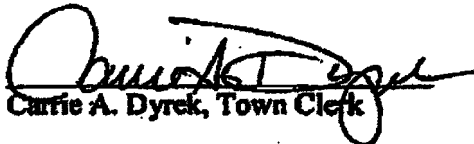
Section 1. That the Development Agreement between the Town of Cave Creek and Desert's Edge Development LLC, attached hereto as Exhibit I and incorporated herein by reference, is hereby adopted.

Section 2. That the Mayor is authorized to execute the Development Agreement.


PASSED AND ADOPTED this 2nd day of March, 2009, by the Town Council of Cave Creek.


Vincent Francia, Mayor

ATTEST:


Carrie A. Dyrek, Town Clerk

APPROVED AS TO FORM:


Clifford L. Mattice
Mariscal, Weeks, McIntyre & Friedlander P.A.
Town Attorney

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After recording, return to:
The Town, The Owner
The Participants, and
The Title Company

DEVELOPMENT AGREEMENT
(Desert's Edge Development, LLC)

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Cave Creek, an Arizona municipal corporation (the "Town"), and Desert's Edge Development, L.L.C., an Arizona limited liability company ("Owner"). The Town and Owner are collectively referred to herein as "Parties," or individually as "Party."

RECITALS:

A. Owner is developing a project known as Desert's Edge (Parcels 211-10-006A, B, & C collectively 3.56 acres known as the "Property"), which is generally located at the southwest corner of the intersection of Cave Creek Road and School House Road. Lots A, B, & C are owned by Desert's Edge Development, LLC. Owner has proposed a Lot Line Adjustment resulting in two lots referred to herein as "Lot A" (120,615sf, APN: 211-10-006A) and "Lot B" (39,172sf, APN: 211-10-010C) owned by Susan and Salvatore DeVincenzo.

B. During the Lot Line Adjustment process for Desert's Edge the Town's Planning Department included a stipulation of their approval requiring that Owner donate the Town a 50' wide right-of-way from Lots B & C across the southern portion of the site extending Mark Way to School House Road ("Mark Way Extension").

C. The land being sought by the Town for public right-of-way is collectively nineteen thousand seven hundred sixty-nine (19,769sf) square feet, legally described in Exhibit A (the "Legal Description"); in addition, Owner will donate a strip 20' x 181.65' three thousand six hundred thirty-three (3,633sf) square feet of land ("Parking Strip") to the Town for mutual parking assignments between the Town and Lot A. In total, the twenty-three thousand four hundred and two (23,402sf) square feet of land know as the "Donated Property". Owner will also consider the portion of land within the Floodway boundaries of Andora Wash as Non-Motorized Trail Easement to the Town of Cave Creek.

D. Owner's original plan for the Donated Property zoned R-18 was for the residential development of two lots. Donating the described property to the Town imposes hardship to the Owner with the result of no conforming residential lots.

E. Owner is willing to dedicate the Donated Property to the Town; however, Lot A will retain all parking space rights planned for the Parking Strip and that Lot A and B are relieved of all/any improvement and development burdens and costs to the Mark Way extension as well as to School House Road, that the Parking Strip be used as Black Mountain trailhead parking for the people of Cave Creek as well as Lot A overflow parking, and the Town improve Mark Way extension prior to or in unison with the development of either Lot A or B (whichever comes first). However, the Project remains subject to the Cave Creek Town Code (the "Town Code").

F. The Town is authorized to enter into this Agreement with Owner pursuant to the provisions of A.R.S. § 9-500.05.

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AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Town and Owner state, confirm and agree as follows:

1. **Purpose.** The purpose of this Agreement is to address Owner's dedication of the Donated Property for public right-of-way in consideration for: (i) mutually beneficial parking rights for the Town and Lot A over the Parking Strip, (ii) Commercial Buffer zoning to remain for the northern portion of Lot A measured from the centerline of Andora Wash totaling eighty-nine thousand six hundred and twenty-three (89,623sf) square feet; whereas, the remaining southern portion of Lot A measured from the centerline of Andora Wash to the northern boundary of the Mark Way Extension to convert from R-18 down to Open Space Recreation including thirty thousand nine hundred and ninety-two (30,992sf) square feet, (iii) the Open Space Recreation area will credit towards the Commercial Buffer area to meet the landscape and open space ordinance requirements, as well as, the overall combined density allowance allowing for up to 20 dwelling units, (iv) the relief from all/any improvements to the donated right-of-ways to both Lot A and B, (v) the Town is to improve the Mark Way extension prior to or in unison with the development of Lot A or B (whichever comes first), and (vi) the portion of Andora Wash within the Floodway boundaries to be considered as a Non-Motorized Trail Easement maintained and ensued liability by the Town of Cave Creek. For all other purposes the Property shall be developed in accordance with the Town Code.

2. **Dedication of the Donated Property.** Owner agrees to dedicate to the Town fee simple title to the Donated Property without any restrictions, free and clear of all liens and encumbrances. Owner shall dedicate the Donated Property by special warranty deed, using the form attached hereto as Exhibit B, and such dedication shall occur after the approval of this Agreement and within five (5) days following the end of the referendum period, if any, imposed on this Agreement from the date executed. Disapproval of this Agreement would terminate the deed of gift of the Donated Property.

3. **General Provisions.**

3.1. **Term.** This Agreement shall become effective on the date the last Party executes this Agreement and shall automatically terminate on the tenth (10th) anniversary of such date. The Agreement will run with the land until terminated.

3.2. **Recordation.** This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

3.3. **Notices and Filings.** All notices, filings, consents, approvals, recordings and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

20090294173

The Town: Town of Cave Creek
Attn: Town Manager
37622 N. Cave Creek Rd.
Cave Creek, AZ 85331

The Owner: Desert's Edge Development, LLC
Attn: Michael Golec
P.O. Box 7845
Cave Creek, AZ 85327

Participant: Susan & Salvatore DeVincenzo
43 Sterling Pines Road
Tuxedo Park, NY 10987

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

3.4. Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the Town to perform or otherwise act in a period in excess of thirty (30) days. Notwithstanding the foregoing, the failure of Owner to dedicate the Donated Property to the Town within the time limit prescribed in Section 2 above shall automatically terminate this Agreement, and neither Party shall have any further rights or obligations hereunder.

3.5. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and Owner shall request the presiding judge of the Superior Court in and for Maricopa County, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Town and Owner. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium.

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3.6. Choice of Law, Venue and Attorneys' Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by State law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason.

3.7. Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under State laws with respect to Owner, or a municipal corporation within the State with respect to the Town and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such Individual is signing.

3.8. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided; however, that Owner's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Property or a portion thereof and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations.

3.9. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

3.10. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

3.11. Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

3.12. Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

3.13. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

3.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

3.15. Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or Legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

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3.16. Conflict of Interest. This Agreement is subject to the terms of Arizona Revised Statutes § 38-511.

3.17. Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire agreement between the Parties.

- (a) Exhibit A: Legal Description of the Property
- (b) Exhibit B: Special Warranty Deed Form

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

3.18. Time. Time is of the essence of this Agreement and with respect to the performance required by each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

20090294173

TOWN:

TOWN OF CAVE CREEK, an Arizona municipal corporation

By: *[Signature]*
TOCC Mayor

Date: 02/03/09

APPROVED AS TO FORM:

By: *[Signature]*
TOCC Attorney

ATTESTED:

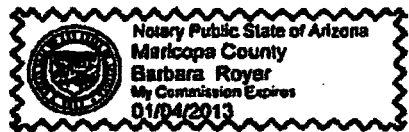
By: *[Signature]*
TOCC Clerk

STATE OF ARIZONA)
County of Maricopa) ss.

Subscribed and sworn to before me this 3 day of March, 2009, by Vincent Francis, the Mayor of the TOWN OF CAVE CREEK, an Arizona municipal corporation.

[Signature]
Notary Public *[Signature]*

My commission expires:
01/04/2013



20090294173

OWNER:
DESERT'S EDGE DEVELOPMENT, L.L.C., an Arizona
limited liability company

By: [Signature]
DED Manager

Date: 3.10.09

STATE OF ARIZONA)

County of Maricopa)

) ss.
)

Subscribed and sworn to before me this 10th day of March, 2009, by
Michael T. Golec the Manager of DESERT'S EDGE
DEVELOPMENT, L.L.C., an Arizona limited liability company.

[Signature]
Notary Public

My commission expires:

5/27/2011



From: admin

480 488 6627

07/13/2009 14:00

#371 P.011/017

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EXHIBIT A

Legal Description of the Property

LOT LINE ADJUSTMENT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28 TOWNSHIP 8 NORTH

RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN

TOWN OF CAVE CREEK, MARICOPA COUNTY, ARIZONA

CERTICAL RECORDS OF
MARICOPA COUNTY RECORDS
SERIAL NUMBER
20080197022 03/05/2009 08:12
BOOK 1223 PAGE 7
RECORDING RECORDS
011116-2-1-1-24
modw/ste

PARENT LEGAL

BEGINS AT THE SOUTHEAST CORNER OF SECTION 28 TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, THENCE N10-02'W ALONG THE SECTION LINE 580 FEET TO A STAKE IN THE MIDDLE OF A WASH WHICH IS THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN CONVEYED THENCE NORTH ALONG THE SECTION LINE 440 FEET THENCE WEST 440 FEET THENCE SOUTH 400 FEET THENCE EAST 440 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PART THEREOF LYING WITHIN THE WEST 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 AND EXCEPT THE EAST 20 FEET OF THE FOLLOWING LEGAL:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINS AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28 THENCE N10-02'W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 A DISTANCE OF 800.00 FEET TO THE TRUE POINT OF BEGINNING AND A CORNER OF THIS PARCEL; THENCE S89-50'W A DISTANCE OF 423.00 FEET TO A CORNER OF THIS PARCEL; THENCE S89-50'W A DISTANCE OF 423.00 FEET TO A PARCEL CORNER OF THIS PARCEL; THENCE E0-01'23"W ALONG A PARALLEL WITH AN ANGLE OF 123.75 FEET TO A CORNER OF THE EAST LINE OF VILLAGE VISTA SUBDIVISION AS RECORDED IN BOOK 82 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 400.00 FEET TO A CORNER OF THIS PARCEL; THENCE S89-50'W A DISTANCE OF 423.00 FEET TO A CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING. EXCEPT FROM SAID EAST 20 FEET THAT PART LYING WITHIN THE FOLLOWING:

A STRIP OF LAND 80 FEET WIDE BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE CENTER OF CAVE CREEK ROAD AT THE INTERSECTION OF THE SECTION LINE COMMON TO SECTIONS 27 AND 28 TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID POINT BEING 50'-02" EASIER FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 THENCE S10-02'W ALONG THE SECTION LINE COMMON TO SAID SECTIONS 27 AND 28 FOR A DISTANCE OF 800 FEET.

LOT A

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28 THENCE N10-02'W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 A DISTANCE OF 800.00 FEET THENCE S89-50'W PARALLEL WITH AN ANGLE OF 123.75 FEET TO THE TRUE POINT OF BEGINNING AND 100.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE S89-50'W A DISTANCE OF 823.75 FEET TO THE BEGINS OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2700 FEET THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27-24'-05" AN ARC LENGTH OF 123.75 FEET THENCE N89-49-57"W A DISTANCE OF 124.40 FEET TO THE NORTHEAST CORNER OF VILLAGE VISTA SUBDIVISION AS RECORDED IN BOOK 82 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY, THENCE PARALLEL WITH AN ANGLE OF 123.75 FEET TO THE TRUE POINT OF BEGINNING.



SHEET 2 OF 2

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28 THENCE N10-02'W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 A DISTANCE OF 800.00 FEET THENCE S89-50'W PARALLEL WITH AN ANGLE OF 123.75 FEET TO THE TRUE POINT OF BEGINNING AND 100.00 FEET TO THE TRUE POINT OF BEGINNING.

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A STRIP OF LAND 80 FEET WIDE BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE CENTER OF CAVE CREEK ROAD AT THE INTERSECTION OF THE SECTION LINE COMMON TO SECTIONS 27 AND 28 TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID POINT BEING 50'-02" EASIER FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 THENCE S10-02'W ALONG THE SECTION LINE COMMON TO SAID SECTIONS 27 AND 28 FOR A DISTANCE OF 800 FEET.

LOT B

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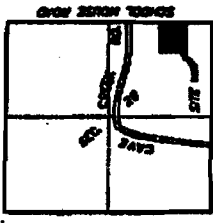
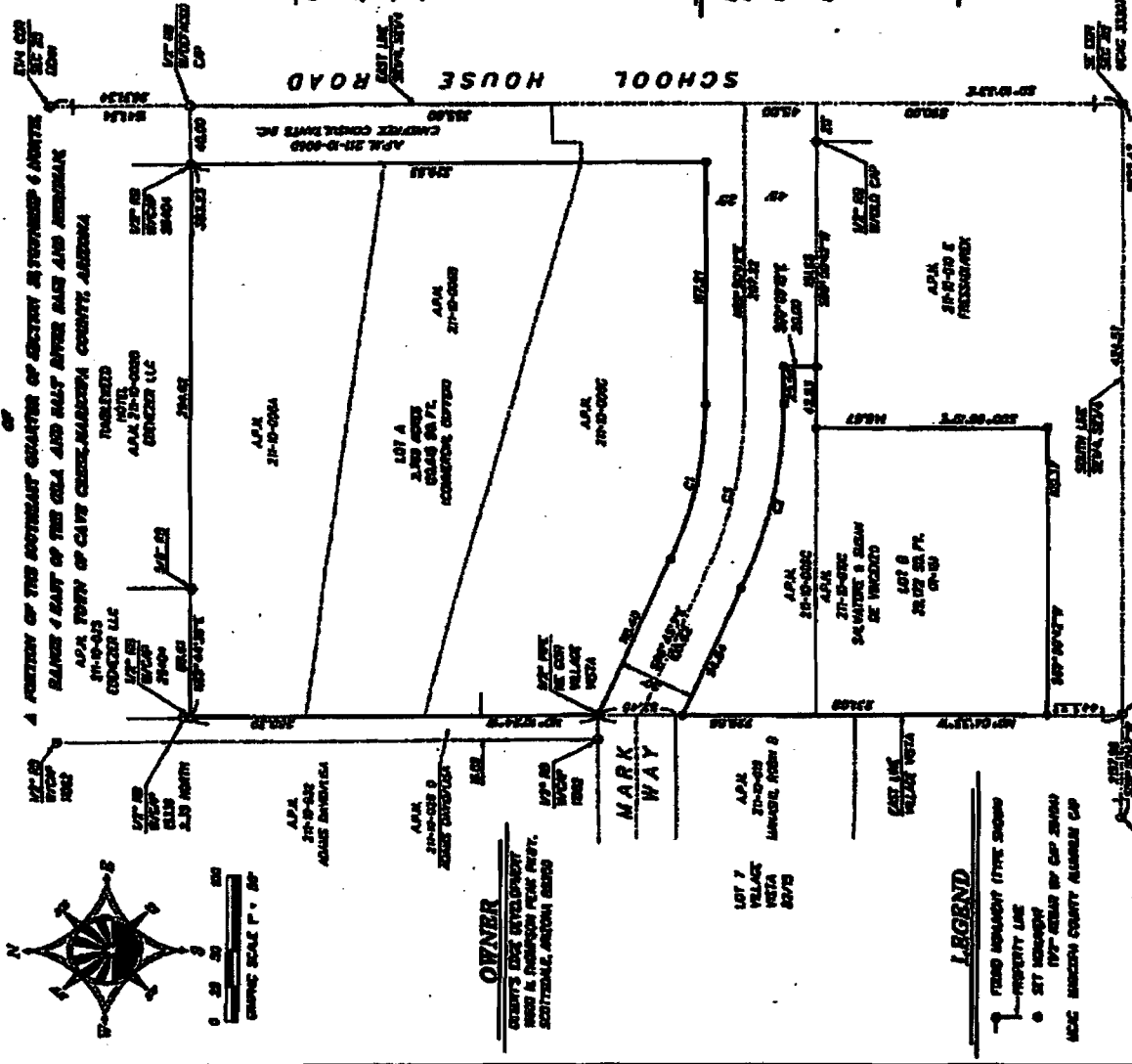
THENCE S89-50'W A DISTANCE OF 423.00 FEET TO A CORNER OF THIS PARCEL; THENCE S89-50'W A DISTANCE OF 423.00 FEET TO A CORNER OF THIS PARCEL; THENCE E0-01'23"W ALONG A PARALLEL WITH AN ANGLE OF 123.75 FEET TO A CORNER OF THE EAST LINE OF VILLAGE VISTA SUBDIVISION AS RECORDED IN BOOK 82 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 400.00 FEET TO A CORNER OF THIS PARCEL; THENCE S89-50'W A DISTANCE OF 423.00 FEET TO A CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING. EXCEPT FROM SAID EAST 20 FEET THAT PART LYING WITHIN THE FOLLOWING:

A STRIP OF LAND 80 FEET WIDE BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE CENTER OF CAVE CREEK ROAD AT THE INTERSECTION OF THE SECTION LINE COMMON TO SECTIONS 27 AND 28 TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID POINT BEING 50'-02" EASIER FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 THENCE S10-02'W ALONG THE SECTION LINE COMMON TO SAID SECTIONS 27 AND 28 FOR A DISTANCE OF 800 FEET.

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LOT LINE ADJUSTMENT



NOTES

1. THIS SURVEY WAS DONE PURSUANT TO THE AUTHORITY OF A TITLE REPORT AND IS SUBJECT TO ALL EASEMENTS OF RECORD.
2. MEASUREMENTS ARE BASED ON NAD 83.
3. THIS SURVEY IS NOT OFFERED FOR ENGINEERING DESIGN OR LAYOUT.
4. SURVEY IS VALID ONLY IF MADE WITH ORIGINAL DATA AND SIGNATURE OF SURVEYOR.

REFERENCED DOCUMENTS

- 1. DEED OF MAPS PL. 28-0-004
- 2. DEED OF MAPS PL. 28-0-005
- 3. DEED OF MAPS PL. 28-0-006
- 4. DEED OF MAPS PL. 28-0-007
- 5. DEED OF MAPS PL. 28-0-008
- 6. DEED OF MAPS PL. 28-0-009
- 7. DEED OF MAPS PL. 28-0-010

APPROVED

THIS IS TO CERTIFY THAT THE LOT LINE ADJUSTMENT ACCORDING TO THE REFERENCED DOCUMENTS WAS MADE BY THE SURVEYOR ON THE DATE OF THE SURVEY.

BY: *[Signature]* DATE: 7/13/09

BY: *[Signature]* DATE: 7/13/09



SURVEYOR'S CERTIFICATION

I, JAMES A. LUTHER, COUNTY CLERK, CERTIFY THAT THE SURVEY PLANNED ACCORDING TO THE REFERENCED DOCUMENTS WAS MADE UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2009.



SHEET 1 OF 2

OWNER	AREA	ACRES	ACRES LESS	NET ACRES
LOT 1	21-0-004	2.10	0.00	2.10
LOT 2	21-0-005	2.10	0.00	2.10
LOT 3	21-0-006	2.10	0.00	2.10
LOT 4	21-0-007	2.10	0.00	2.10
LOT 5	21-0-008	2.10	0.00	2.10
LOT 6	21-0-009	2.10	0.00	2.10
LOT 7	21-0-010	2.10	0.00	2.10

OWNER

CREATY'S EDGE DEVELOPMENT
 1000 N. HANCOCK ROAD, SUITE 100
 SCOTTSDALE, ARIZONA 85259

LEGEND

- 1. FIRM BOUNDARY (TYPE SHOWN)
- 2. PROPERTY LINE
- 3. SET BACK
- 4. 10' SETBACK BY CAP ZONING
- 5. 10' SETBACK BY CAP ZONING
- 6. 10' SETBACK BY CAP ZONING

OFFICIAL RECORD OF
 MARICOPA COUNTY RECORDS
 RECORD NUMBER
 20090294173 03/08/2009 02:12
 BOOK 1023 PAGE 7
 ELECTRONIC RECORDING
 951116-2-1-1-4
 MODVATLE

TCC00757

From:admin

480 488 6627

07/13/2009 14:01

#371 P.014/017

20090294173

EXHIBIT B

**Deed of Gift Form
(as Provided by the Town of Cave Creek)**

20090294173

Recording requested by:

The Town of Cave Creek
37622 North Cave Creek Road
Cave Creek, AZ 85331

When recorded mail to the above.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2009-03

Exempt ARS 42-1614 (A) (3)

DEED OF GIFT

Effective Date: 3/18/09	County and State where property is located: Maricopa County, Arizona		
GRANTOR (NAME, ADDRESS and ZIP CODE) Desert's Edge Development, L.L.C. PO Box 7845 Cave Creek, Arizona 85327	GRANTEE (NAME, ADDRESS, and ZIP CODE) Town of Cave Creek 37622 North Cave Creek Road Cave Creek, AZ 85331		
Subject Property (Address or Location) Assessor's Parcel: 211-10-006C	Legal Description Proofed by Persons Whose initials appear to the Right	1.	2.
			3.

Subject Property (Legal Description)

SEE ATTACHED EXHIBIT "A" and "B"

For consideration of community spirit and civic pride Grantor bears for the Town of Cave Creek, Grantor give and grant to the Town of Cave Creek and its successors and assigns forever, a Roadway Dedication in the subject property.

EXCEPT all oil, gas and other mineral deposits as reserved unto the United States in Patent of said land.

Signatures of Grantor(s)

STATE OF ARIZONA COUNTY OF MARICOPA Date of Acknowledgment	Acknowledgment. On this date, before me, a Notary Public, personally appeared: <u>Michael T. Golec</u> known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.	Signature of Notary Public <u>Teresa Vine</u> Notary Expiration Date: <u>5/27/2011</u>

TOCC: Town Clerk/deed of gift

TCC00759

20090294173

EXHIBIT "A"

CONSULTING LAND SURVEYORS



37617 North Cave Creek Road
Cave Creek, Arizona 85331

Phone (480) 990-0545
Fax (480) 994-9097

Job No. 090301

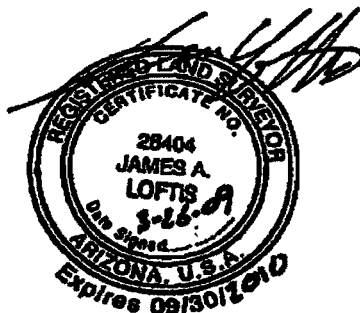
LEGAL DESCRIPTION

That portion of the Southeast quarter of the Southeast quarter of Section 28, Township 6 North, Range 4 East of the Gila and Salt River Base and Meridian, Town of Cave Creek, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Southeast corner of said Section 28; thence N. 00°10'33" W. along the East line of said Southeast quarter of the Southeast quarter a distance of 590.00 feet; thence S. 89°50'42" W. parallel with and 590.00 feet North of the South line of said Southeast quarter of the Southeast quarter a distance of 40.00 feet to the TRUE POINT OF BEGINNING; thence continuing S. 89°50'42" W. parallel with and 590.00 feet North of said South line a distance of 141.65 feet; thence N. 00°09'18" W. a distance of 20.00 feet; thence S. 89°50'42" W. parallel with and 610.00 feet North of said South line a distance of 25.58 feet to the beginning of a curve to the right having a radius of 325.00 feet; thence Northwesterly along said curve through a central angle of 23°24'15" an arc length of 132.76 feet; thence N. 66°45'03" W. a distance of 94.84 feet to a point on the East line of Village Vista Subdivision as recorded in Book 82 of Maps, Page 15, Records of said County; thence N. 00°04'33" W. along last said East line a distance of 54.45 feet to the Northeast corner of said Village Vista Subdivision; thence S. 66°45'03" E. a distance of 116.40 feet to the beginning of a curve to the left having a radius of 275.00 feet; thence Southeasterly along said curve through a central angle of 23°24'15" an arc length of 112.33 feet; thence N. 89°50'42" E. parallel with and 660.00 feet North of said South line a distance of 167.21 feet; thence S. 00°10'33" E. parallel with and 40.00 feet West of said East line of the Southeast quarter of the Southeast quarter a distance of 70.00 feet to the TRUE POINT OF BEGINNING.

See Exhibit "B"

As a reference see Book 1023 of Maps, Page 7, Maricopa County Recorder.

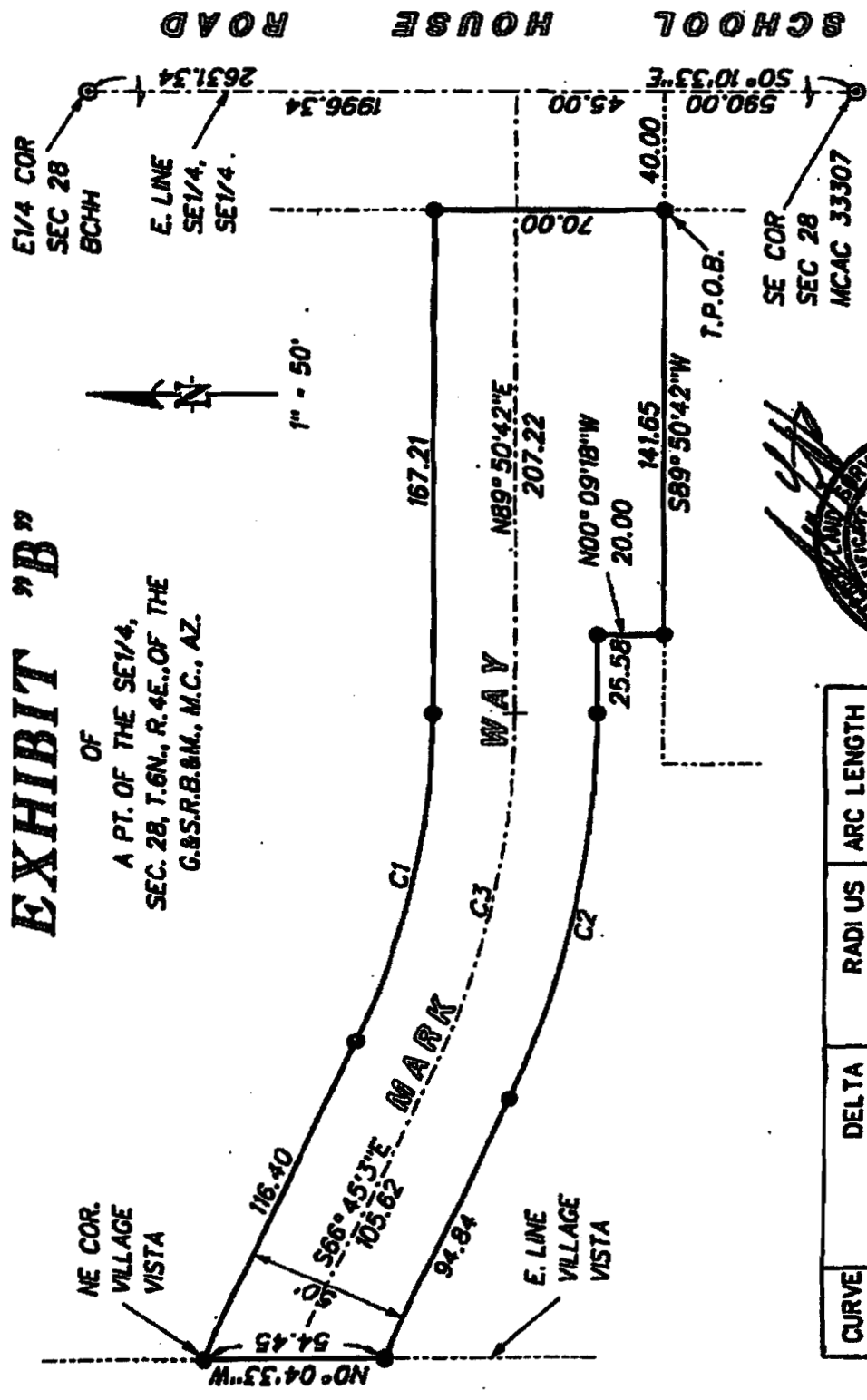


TCC00760

20090294173

EXHIBIT "B"

OF
A PT. OF THE SE1/4,
SEC. 28, T.6N., R.4E., OF THE
G.&S.R.B.&M., M.C., AZ.



CURVE	DELTA	RADI US	ARC LENGTH
C1	23° 24' 15"	275.00	112.33
C2	23° 24' 15"	325.00	132.76
C3	23° 24' 15"	300.00	122.54

**CONSULTING
LAND
SURVEYORS**
37617 N. CAVE CREEK RD.
CAVE CREEK, AZ 85397
PHONE (480) 990-0545
FAX (480) 990-9097
JOB NO.: 090301



EXP. 9-30-2010

SEE BOOK 1023 OF MAPS, PAGE 7, M.C.R.