



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda Board of Adjustment

Chair Eric Leibsohn
Boardmember Ken Barnes
Boardmember Joseph Contadino
Boardmember James Kuykendall
Boardmember Hope Ozer
Boardmember Bill Petsas
Boardmember Quinn Williams

Wednesday, November 5, 2025

5:30 PM

Council Chambers

1. CALL TO ORDER

2. ROLL CALL

Notice is hereby given that members of the Board of Adjustment will attend either in person or by telephone conference call, pursuant to A.R.S. §38-431(4).

3. EXECUTIVE SESSION

The Board of Adjustment may convene into an executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03.A.3.

4. STUDY SESSION ITEMS

Work/Study is open to the public however the following items are scheduled for discussion only. The Board of Adjustment will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Board of Adjustment may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item is subject to change.

5. PUBLIC HEARINGS

The Board of Adjustment may take action on this item.

- A. [25-221](#) **Discussion and Possible Action on Case No. BA-25-08
Rossi Variance - 7000 E Vermont Avenue (APN 173-18-031A)
Variance to allow a pool to encroach into the setback**

Staff Contact: Brandon McMahon, 480-348-3531

Attachments: [A. Staff Report](#)
 [B. Vicinity Map & Aerial Photo](#)
 [C. Application](#)
 [D. Narrative & Plans](#)
 [E. Notification Materials](#)
 [F. Presentation](#)

6. ACTION ITEMS

The Board of Adjustment may take action on this item.

7. CONSENT AGENDA

All items on the Consent Agenda are considered by the Public Body to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a Commissioner or member of the public desires discussion on any item it will be removed from the Consent Agenda and considered separately.

- A. [25-200](#) **Approval of September 3, 2025 Board of Adjustment Minutes.**

Staff Contact: Cherise Fullbright, 480-348-3539

Attachments: [2025-09-03 BOA Draft Minutes](#)

8. STAFF REPORTS

9. PUBLIC BODY REPORTS

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

AGENDA IS SUBJECT TO CHANGE

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Planning Commission are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Planning Commission meeting.



Action Report

File #: 25-221

AGENDA TITLE:

**Discussion and Possible Action on Case No. BA-25-08
Rossi Variance - 7000 E Vermont Avenue (APN 173-18-031A)
Variance to allow a pool to encroach into the setback**

STAFF CONTACT:

TOWN *Of* PARADISE VALLEY



STAFF REPORT

TO: Chair and Board of Adjustment

FROM: Chad Weaver, Community Development Director
Paul Michaud, Planning Manager
George Burton, Senior Planner
Brandon McMahon, Planner II

DATE: November 5, 2025

DEPARTMENT: Community Development Department/Planning Division
Brandon McMahon, 480-348-3531

AGENDA TITLE:

Rossi Variance – 7000 E Vermont Avenue (APN 173-18-031A)
Variance to allow a pool to encroach into the setback
Case No. BA-25-08

This application is a variance request to allow a new pool to encroach into the north/rear yard setback. Staff recommends approval of this variance request.

RECOMMENDATION

Motion For Approval

It is recommended that the Board of Adjustment **[approve]** Case No. BA-25-08, a request by David Dick, on behalf of Paul Rossi property owner of 7000 E Vermont Avenue; for a variance from the Zoning Ordinance, Article VII, (R-18 and R-18A) Single Family Residential Districts, to allow a pool to encroach into the north/rear yard setback.

Reasons For Approval:

Staff finds that there are special circumstances and property hardship that warrant the request for setback encroachment and staff believe that the request meets all three variance criteria.

BACKGROUND/DISCUSSION

Scope of Request

The applicant is requesting a variance for setback encroachment. Section 702.4 of the Zoning Ordinance requires a minimum pool and spa setback of 40 feet from the front property line and a 20-foot setback from the side and rear property lines. The applicant is requesting a variance to allow a new pool to be setback 14 feet from the north/rear property line (6 feet of encroachment).

The pool is 438 square feet (36 feet 6 inches long by 12 feet wide) with 219 square feet encroaching into the rear yard setback. The proposed new spa is compliant, as it adheres to

the required 20-foot rear yard setback. Below is a comparison of the Zoning Ordinance requirements and proposed pool/spa setbacks.

Zoning Ordinance	Proposed Pool
40' Front Yard Setback	94' (+/-)
20' Side Yard Setback (West)	50' 6" (+/-)
20' Side Yard Setback (East)	126' 3" (+/-)
20' Rear Yard Setback	14'

Lot History

The subject property is Lot 3 of the Quail Vista subdivision. This lot was platted into the Town in 1977. According to Maricopa County, the original home was built in 1980 and went through a substantial remodel in 2024 (maintaining the existing footprint and masonry structure). The original swimming pool was constructed in 1981 and was setback approximately 15 feet 8 inches from the rear property line. The existing pool is now deteriorating and located near the existing home's foundation. The following is a chronological history of the property:

September 27, 1979	Building permit for new single-family residence
April 29, 1980	Building permit for new fence walls
February 20, 1980	Building permit for new pool
March 25, 1981	Building permit for new fence walls
February 25, 1992	Plumbing permit for gas line to spa heater
May 21, 1998	Building permit to enclose courtyard and add garage
September 19, 2024	Building permit for remodel and addition
June 25, 2025	Building permit for new fence walls (<i>ready to issue</i>)
July 23, 2025	Building permit for outdoor fireplace and firepit

Lot Conditions

The property is zoned R-18A and is 22,209 square feet in size (0.51 acres) and is fairly rectilinear in shape. The property is 130.2 feet wide along the southern frontage and 213.25 feet wide along the rear. The lot is also 120 feet deep. The R-18A zoning district requires a minimum width of 120 feet which results in an approximate minimum depth of 155 feet (if platting a new R-18A property). The location of the existing garage and driveway prevent the pool from being located on the west side of the lot. The neighborhood is also not connected to the public sewer system and therefore a significant amount of lot square footage is for current and future secondary septic system leach areas. These leach field areas, the shallow depth of the property, and the required on-site rainwater retention areas have a significant impact on the design and placement of a future pool (while trying to maintain and remodel the existing home).

The subject property and many of the other properties in the subdivision have not met the minimum depth since being platted into the Town in 1977. Article VII, R-18 and R-18A Single-Family Residential Districts, (under Ordinance 180) was incorporated into the Town Zoning Ordinance in April 1981.

DISCUSSION ITEMS

Variance Criteria:

Town Code and Arizona Revised Statutes set criteria an applicant must meet before a Board of Adjustment may grant a variance request. If the Board finds an applicant meets all of these criteria, the Board may grant the variance. However, if the Board finds the applicant does not meet all of the criteria, the Board may not grant the variance. The following are staff's analysis with regard to the variance criteria:

1. *"That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and"* (Town Code Section 2-5-3(C)4).

Staff Analysis:

The special circumstance is that the property is shallow for its zoning classification (approximately 35 feet shallower than required by code, a reduction of 22.5% of building area). If the property met the 155-foot depth, there would be additional space to accommodate a code compliant pool. The applicant has a challenging lot. Rather than building a new home, he is trying to maintain and remodel the existing house and work around existing conditions and requirements such as accommodating on-site retention, leach field requirements associated with the septic system, and working around the footprint of the existing home.

Another peculiarity with the R-18A zoning district is that detached accessory structures are required to have a 10-foot side and rear yard setback with a 15-foot height limit, whereas pool and spas are required to have a 20-foot side and rear yard setback.

2. *"That the special circumstances applicable to the property were not self-imposed or created by the property owner; and"* (Town Code Section 2-5-3(C)4).

Staff Analysis:

The request for setback encroachment is not self-imposed since the dimensions and shallow depth of the property are how the lot was platted in 1977.

3. *"That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district"* (Town Code Section 2-5-3(C)4).

Staff Analysis:

Setback encroachment is not atypical for this neighborhood since several neighboring properties have existing non-conforming pools. In Exhibit A1, the applicant identified several existing pools that encroach into the rear or side yard setbacks, which show pools with varying setbacks of 12 feet to 16 feet.

REQUIRED ACTION

The Board of Adjustment must consider the facts and determine if the variance request meets all three variance criteria. The Board of Adjustment may take the following action:

1. Approve the variance request, subject to the following stipulations:
 - a. The improvement shall be in compliance with the submitted plans and documents:
 - i. Narrative, prepared by David Dick, provided September 17, 2025.
 - ii. Lot Requirements Diagram, prepared by David Dick, dated July 15, 2025.
 - iii. Site Plan, prepared by David Dick, dated July 15, 2025.
 - iv. Existing Site Plan, prepared by David Dick, dated July 15, 2025.
 - b. The applicant must obtain the required building permits and inspections from the Building Division.
2. Deny the variance request.
3. Continue the application for further review.

COMMENTS/NOTIFICATION

Staff has not received any comments or inquiries regarding this variance request. The applicant posted the site on October 2nd and mailed notice (to lot owners within a 1500' radius of the subject site) on October 9th. The newspaper legal advertisement for this case was placed in the Scottsdale Republic on October 18th. All required affidavits are included in the case packet material (Attachment E). The applicant has provided three letters of support from property owners within the subdivision.

COMMUNITY IMPACT: None.

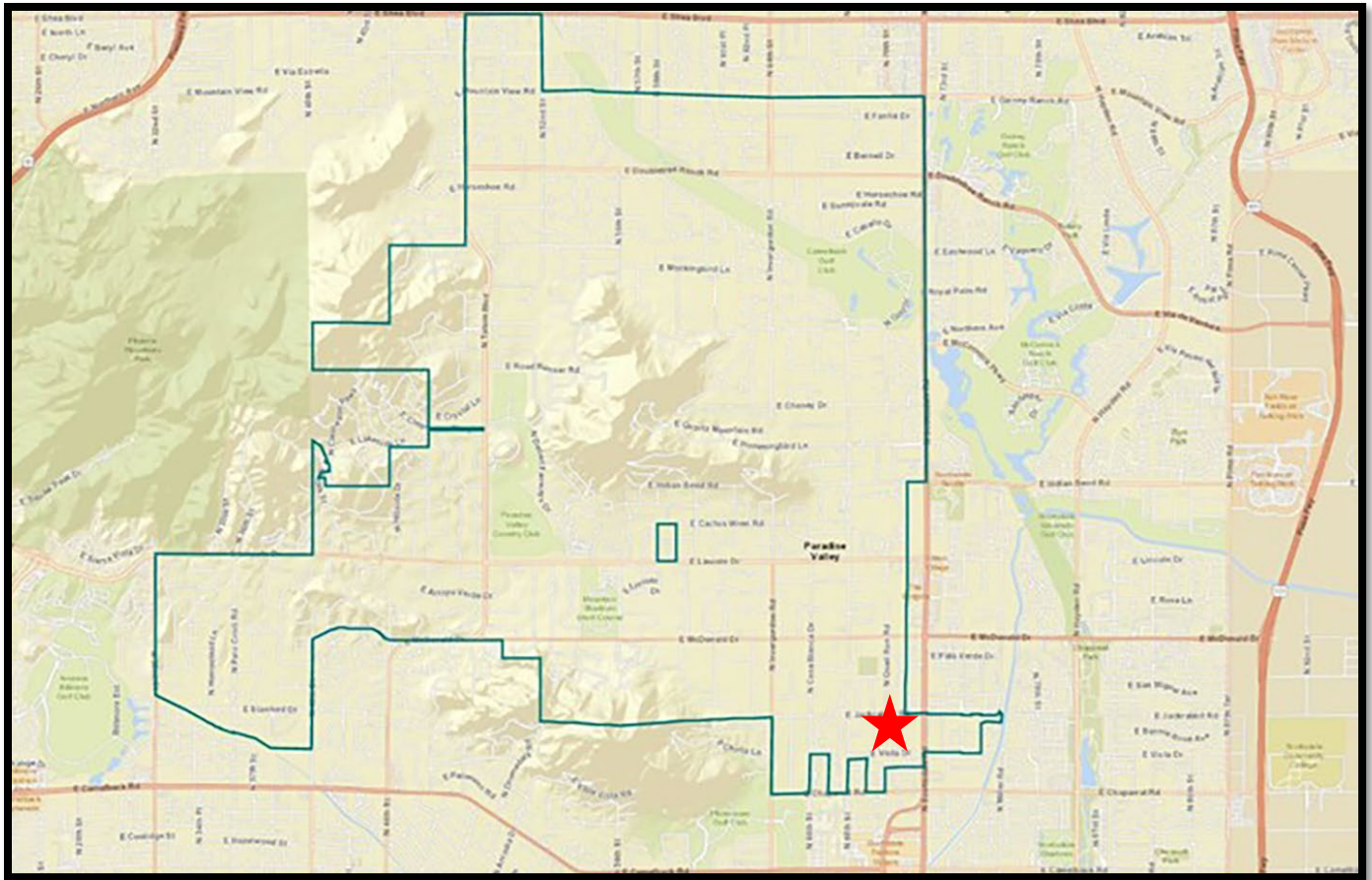
CODE VIOLATION: None.

ATTACHMENTS

- A. Staff Report
- B. Vicinity Map & Aerial Photo
- C. Application
- D. Narrative & Plans
- E. Notification Materials
- F. Power Point Presentation



VICINITY MAP

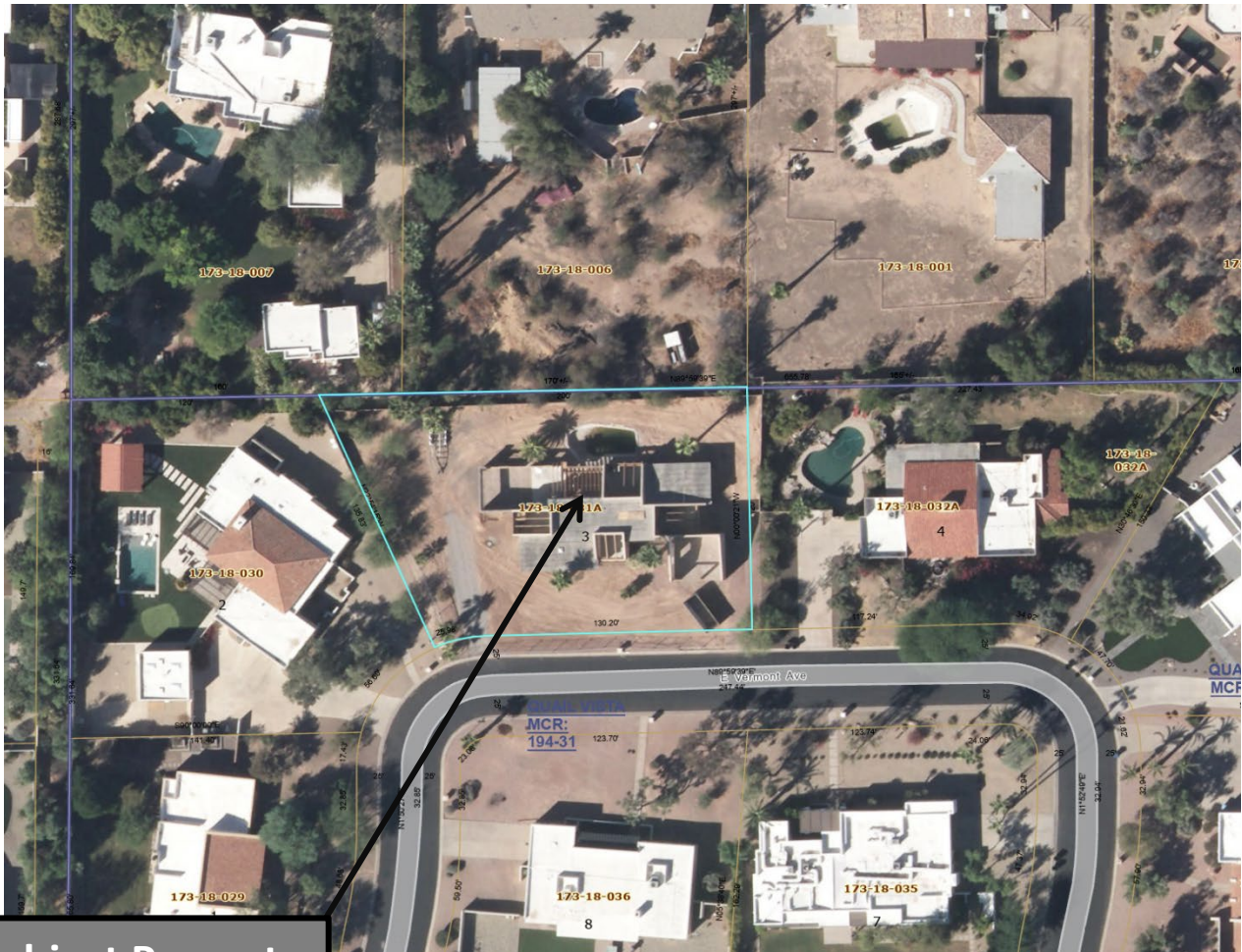


Quail Vista Lot 3

7000 E Vermont Ave



AERIAL



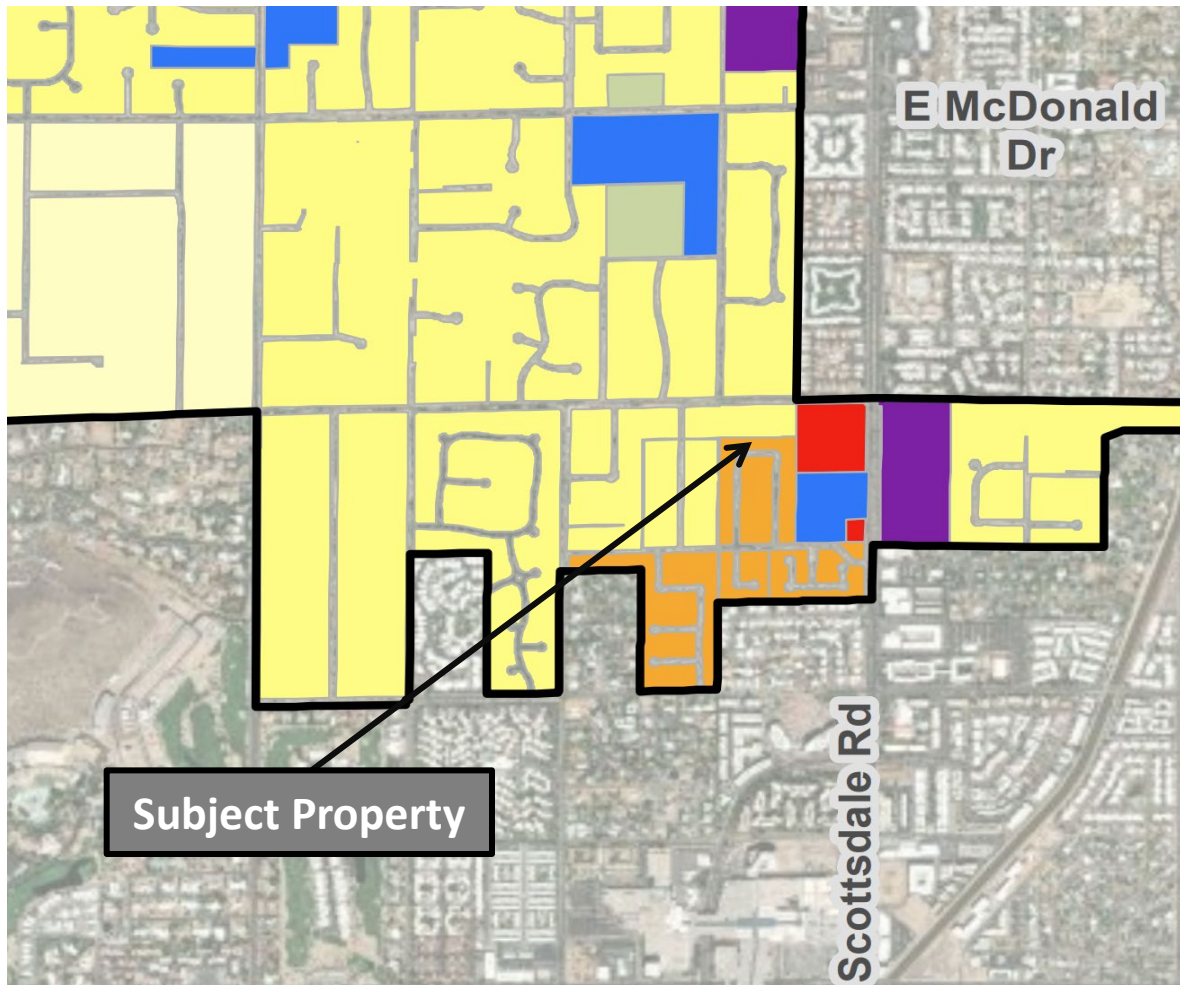
Subject Property

Quail Vista Lot 3

7000 E Vermont Ave



GENERAL PLAN



Legend

- Planning Area
- Municipal Limits
- Roads
- Indian Bend Wash
- Arizona Canal
- Major Washes

Land Use Classifications

- | | |
|------------------------------|---------------------|
| Very Low Density Residential | Public Open Space |
| Low Density Residential | Medical Office |
| Medium Density Residential | Public/Quasi Public |
| Private Open Space | Resort/Country Club |

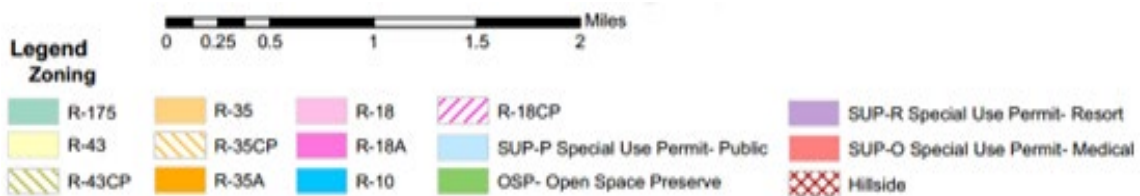
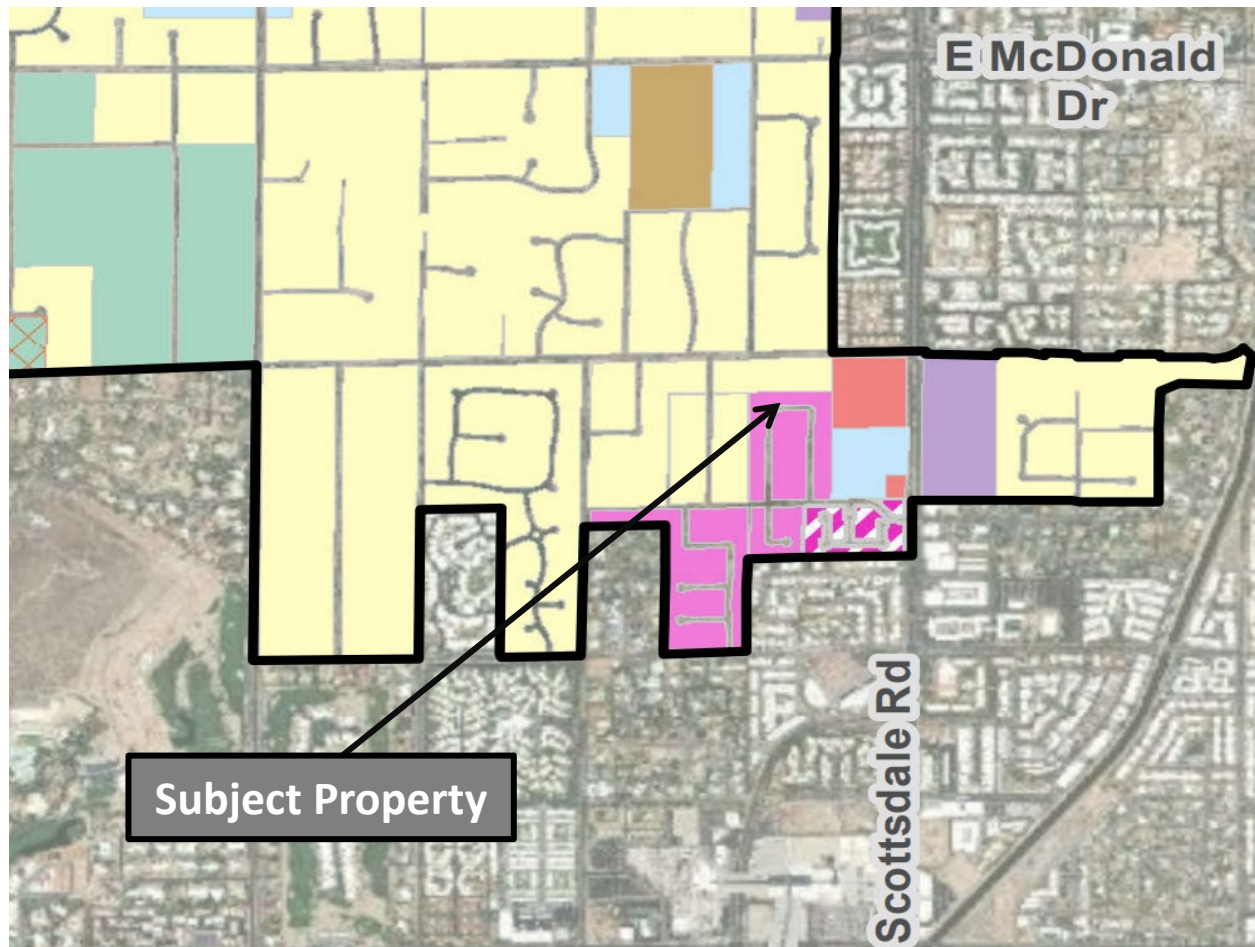
NOTE: All public right-of-ways shall be considered Public Open Space.

Quail Vista Lot 3

7000 E Vermont Ave



ZONING



Quail Vista Lot 3

7000 E Vermont Ave



COMMUNITY DEVELOPMENT DEPARTMENT VARIANCE APPLICATION GUIDE

Town of Paradise Valley • 6401 East Lincoln Drive • Paradise Valley, Arizona 85253 • Phone: (480) 348-3692

APPLICANT & CONTACT INFORMATION

Project Name: Rossi
 Date: 8-26-2025 Zoning: R-18A Acreage (Net Acres): 0.510 AC-- 22,209 sq ft
 Property Address: 7000 E Vermont Ave, Paradise Valley AZ
 Assessor's Parcel Number: 173-18-031A
 Name of Subdivision & Lot Number: Quail Vista

Owner: One Lexington, LLC
 Address: 509 Bedford St, Lexington, MA 02420
 Phone number: 617-413-5001
 E-mail address: prossi@ritascatering.com
 Signature: *Paul Prossi*
 (Or provide a separate letter of authorization)

Applicant/Representative: David Dick
 Company Name (if Applicable): David Dick Architecture
 Address: 7400 E. McDonald Dr. #122, Scottsdale, AZ 85250
 Phone number: 480-945-1898
 E-mail address: dd@ddarchstudio.com
 Signature: _____

THE ABOVE APPLICANT HEREBY APPLIES FOR A VARIANCE AS INDICATED IN THE SUBMITTED NARRATIVE,
 PLANS, AND DOCUMENTS IN ACCORDANCE WITH SECTION 2-5-3 OF THE TOWN CODE AND IN
 ACCORDANCE WITH THE TOWN ZONING ORDINANCE.

FOR DEPARTMENTAL USE ONLY

Variance-App.#: _____ Submittal Date: _____ Expiration Date: _____

Request for Swimming Pool Setback Variance Rossi Residence – 7000 E Vermont Ave

This Variance Request Includes

- Introductory Letter
- Response to the 3 Variance Criteria
- Exhibits A-E
 - Exhibit (A) Aerial Photo
 - Exhibit (B) Minimum Lot Requirement Diagram
 - Exhibit (C) Architectural Site Plan
 - Exhibit (C1) Existing Pool Dimensions
 - Exhibit (D1 & D2) Exterior Elevations
 - Exhibit (E) Plat Map
 - Exhibit (F) Letters of Support

Board of Adjustment Hearing Officer
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

RE: Rossi Residence – 7000 E Vermont Avenue
Request for Swimming Pool Setback Variance

Dear Hearing Officer:

This letter represents Paul Rossi, the owner of the 22,209 sq. ft. (.51 acres) property located at 7000 E. Vermont Avenue. This property is a small, shallow lot, located in the R-18A zoning district just north of Fashion Square Mall and just west of Scottsdale Road. According to the ordinance, the minimum lot depth should be 155'0" and any swimming pool requires a 20'0" set back from the property line.

Variance Request

In order for the Rossis to reasonably enjoy their property in a safe and functional manner, we are requesting a small adjustment to the swimming pool setback that would reduce it from 20'0" to 14'0". Based on the town's recommendations, the rear yard has been re-designed to minimize the requested setback adjustment while maintaining safety and construction quality. By reducing the size of the pool, the requested setback reduction is 40% smaller than the original request of 10'0". The area of swimming pool that is located in the setback was also reduced from 529 square feet to 219 square feet. This amounts to a 41% reduction in the total area of the pool that falls in the setback significantly minimizing the scale of this variance request. The requested setback of 14'0" would recognize the following conditions that necessitate this variance:

- Original plat hardships create a shallow property which does not meet minimum development standards for an R-18A lot. A minimum lot should be 155'0", the Rossi's lot is 120'0". This is a reduction of 22.5% of building area.
- The existing masonry home is being remodeled to maintain the existing footprint, most of its original masonry structure, and all of its original mid-century charm. This goal has a direct effect on location of utilities, driveways, and swimming pools.
- There is no sewer in the neighborhood, and we need to create room for sewer, leach field/pits (both current and reserve).
- The shallow rear yard is also impacted by an 8'0" public utility easement that further impacts the owners ability to use the already undersized area.

Context For Property

There are four major conditions that impact this property and differentiate it from similar lots of this size. These conditions include the property's shallow shape, existing building footprint, basic infrastructure requirements (leach fields), and existing public utility

easements that further restrict an already narrow rear yard.

In regards to the first condition, the aerial photograph enclosed in Exhibit A, illustrates that the Rossi's property has a shallow, rectangular shape. The Rossi's lot and the neighboring lot to the East are the shallowest lots in the subdivision as seen in Exhibit A1. The shape of the property constitutes a substantial hardship. On Exhibit B, the survey with the minimum lot requirements overlayed, reveals just how shallow the lot is, and shows that there is minimal space for a rear yard and any traditional amenities like a swimming pool. The survey (Exhibit B) with the minimum development standards for the lot overlaid, reveals the impact of the lot's geometry. This diagram shows the property is 35'0" too shallow, as prescribed by the Town ordinance. Exhibit G provides additional context by demonstrating the average depth for surrounding properties is blank.

Secondly, remodeling the property's existing mid-century masonry home has been intentional, with the goal of retaining an innate quality and style that is not commonly found these days. By using the home's existing footprint and re-imagining a modern lifestyle within the existing walls, the architecture reflects the style and intimacy that is unique to this genre. While other pool shapes were considered, they would be inconsistent with the character of the original home. Please see Exhibit D for an illustration. Because the original home is being maintained, the pool's location and style have been subject to challenging constraints. To ensure safe building practices, the swimming pool must be a certain distance from the existing foundations of the house. The existing garage prevents relocation of the pool due to its location on the back side of the property. The associated driveways required to access said garage prevent the pool from being moved to the side of the lot, which would typically be an option when working with a shallow lot. Please see exhibit A1, as the lot to the East had this solution available. Because of the existing garage location, this was not an option for the Rossi's lot. As a result of the lot's limitations, the existing pool is located too close to the home's foundation which has led to serious termite damage resulting from the lack of drainage. A small adjustment to the setback would allow for a solution that prevents water from collecting and provides a safe pathway between the home and pool.

Thirdly, in addition to the constraints caused by the property's shape, there are also hardships due to a lack of traditional infrastructure in the neighborhood. This neighborhood is not connected to the public sewer system and therefore a significant amount of lot square footage needs to be set aside for current and future leach areas. These areas and their restrictions from property lines, structures and rainwater retention areas have a significant impact on the amount of the lot that can be developed as shown in Exhibit C.

Fourthly, the 8'0" public utility easement and the physical existence of an underground irrigation pipe across the north property line, as shown in Exhibit C, significantly impacts the development of the rear yard. It's existence specifically limits development for the last 8'0" of the rear yard. The existing wall along the North property line is located in the easement which limits and restricts use of the property up to 5 feet in certain areas. The location of this existing rear wall further limits the real working area for the pool and amenities.

Context For Variance Request

The context for this variance request arises from five distinct hardships that are unique to this property and to this project.

Firstly, our request for this variance is based on the limitations caused by the property's depth as seen in Exhibit C. This shallow geometry is inconsistent with minimum lot development standards for a typical R-18A lot. Since the inconsistency amounts to 35'0", reducing the setback by 6" would provide the necessary relief to properly develop the rear yard.

Secondly, the limitations created by the lot's geometry impacted the original footprint of the home. The dimensions of the shallow area that remained after the typical prescribed setbacks were 50'0" by 130'0", which drove the current architectural solution. This solution placed the garages on the far west end of the lot with access from the west; appropriately keeping the garage doors from facing the street. The original west facing garage, driveway and back-up area required a significant portion of the lot's remaining buildable area. This original layout left development of the rear yard to the minimum 35'0" prescribed space, so that even the original pool was in violation of the current 20'0" pool setback by 100 square feet (as seen in Exhibit C1). This pool layout was unsafe because it led to water accumulating along the pool deck next to the building, creating a dangerous bottleneck and fall zone. This was also problematic because the lack of proper drainage led to foundation and termite problems. An adjustment to the setback would allow for a planting area that would minimize moisture at the home's foundation.

The third property related hardship has to do with the lack of traditional infrastructure unique to this property. Meeting the requirements associated with developing a septic system and the associated leach field/pit on small lots can be difficult because of the area required and the restrictions on adjacent developments. The required area for a septic system and future leach/pit areas directly affect development of the pool location and the landscape design by eliminating alternative development options, as shown in Exhibit C. Planning for a secondary leach field is always required. With the re-design of the pool, there would be no spacing issues.

The last property hardship involves the public utility easement that wraps around the property. The 8'0" easement had a significant impact on the development of the landscape design and location of the swimming pool. This is concerning because the current wall separating the properties is not on the property line. As shown on Exhibit C, the property line wall is located 3'0" to 5'0" past the property line, directly impacting safe development of the area. This 5'0" difference restricts the development of the rear yard by up to 15%, which is a significant restriction when developing such a shallow area.

Neighborhood Information and Existing Details

The Quail Vista Subdivision is located west of Scottsdale Road and north of Scottsdale Fashion Square. A collection of smaller homes on ½ acre properties, line the edge of Paradise Valley and create a wonderful transition to the heavy commercial zoning along Scottsdale Road and Camelback.

This pocket neighborhood has a rich history and exists as a family focused environment that

continues to redefine itself in positive new ways as the old housing stock is redeveloped. Some have chosen to tear down the existing structures and develop large homes on these small properties. The Rossis have chosen to embrace the existing structure and rework the existing footprint to maintain its connection to the character of these single-story homes.

Neighbor Support

The Rossis strive to be good neighbors and request this variance in light of the minimal impact the development of the rear yard would have on the adjacent properties' privacy. We have included letters of support for our variance request in Exhibit E.

Variance Criteria

- 1. *"That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and"* (Town Code Section 2-5-3(C)4).**

This property is impacted by four special circumstances that limit development of the rear yard: the lot's shallow geometry, the original home's footprint, existing infrastructure, and the easement that runs along the Northern property line. This variance acknowledges that the Rossi's property is only 120'0" deep, which is 35'0" shy of the minimum standard of 155'0" in this zoning district. Exhibit A1 demonstrates that the surrounding lots are on average significantly less shallow. The adjacent lots range in depth from 120'0" to 150'0" showing that the Rossi's lot is one of the shallowest in the neighborhood. This provides further context on why the lot's development has presented unusual challenges that necessitate a variance request.

The request to decrease the swimming pool setback to 14'0" would not only recognize the negative impact of the original plat and unusual lot shape, but would also acknowledge the existing home's linear footprint and garage access. The location of the existing garage and driveway prevents the swimming pool from being re-located to the side of the lot, which would normally be a solution for shallow properties.

In addition to this, the existing infrastructure requirements and easements extend this matter beyond the subject of convenience, as it impacts the applicant's ability to safely and properly enjoy the property's rear yard. This minor adjustment allows for adequate drainage between the home and pool, eliminating the possibility of water accumulation that could lead to accidents as well as termite and foundation issues. The requested set back would provide just enough space to allow for safe passage and drainage between the pool and house which should have a distance of 9'0". The current distance is only 4'7". Additionally, the public utility easement reduces the amount of space that can be developed for the rear yard by 8'0". Without a variance, this property would not have access to the same rights and amenities that similar surrounding properties enjoy. The design of the pool addresses these issues with a modest 12'0" width that allows for a smaller adjustment to the setback.

2. *“That the special circumstances applicable to the property were not self-imposed or created by the property owner; and” (Town Code Section 2-5-3(C)4).*

The circumstances that have led to this variance request are not self-imposed by the property owner. While the Rossis were aware of the lot’s unique shape, additional surveys revealed how restrictive it would be in terms of safely developing the rear yard. The existing property does not meet current development standards and the current owners were not involved in previous approvals. This remodel is focused on maintaining the existing home in a sustainable and safe way. The pool that already existed on the lot when it was purchased is in violation of the current setback requirements and has led to structural instability and water damage. To safely re-develop the pool, reducing the setback by 6’0” allows for a modest pool size, proper drainage, and safe circulation patterns. The pool would be smaller than most of the existing pools in the neighborhood (Exhibit A1). These uncontrollable and unforeseeable circumstances were not brought about by the property owner and they should not continue to limit the site’s potential.

The special circumstances posing an objective hardship to the applicant are not a result of misunderstanding or mistake. The existing pool is unsafe and improperly located too close to the existing home. If not for the unusual hardships discussed, this lot would have easily accommodated a pool and would have allowed for proper drainage as well as safe usage.

3. *“That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district” (Town Code Section 2-5- 3(C)4).*

The shallow geometry of this property and the layout of the existing home create unique hardships that limit development of a swimming pool and other amenities in the rear yard. Most surrounding properties (see Exhibit A1) are deep enough to accommodate a swimming pool, but the location of this lot makes it challenging to incorporate one into the design. A minimum depth of 155’0” is typical for an R-18A lot, and would normally allow for the development of a pool. The size of the Rossi’s lot totals to only 120’0”, which is significantly smaller than standard lots in the area by 35’0”. The approval of this variance request will not negatively impact the community, and will provide the Rossi’s the same privileges as their neighbors. In the aerial photo in Exhibit A1, there are multiple surrounding properties whose current pools also have a setback under 20’0”. The Rossi’s pool will reflect the shallow property, at only 12’0” wide. This pool is smaller than average and would be considered modest when compared to adjacent pools, which can be seen in Exhibit A1. For these reasons, the request for a 14’0” pool set back would preserve the reasonably expected property rights that typically apply within this home’s classification and zoning district.

This request to decrease the pool setback to 14’0” is in harmony with the general

purpose and intent of the zoning ordinance. It does not allow the applicant any special privileges for their property, and it does not negatively impact the neighborhood's residents. Decreasing the setback will allow the swimming pool to be properly positioned in a safe fashion. It will also allow the resident's to enjoy a common amenity, typical for homes in this neighborhood. The swimming pool's size is modest and consistent with other pools in the area (Exhibit A1). This variance recognizes the limitations caused by the existing lot shape that affects how the rear yard can be developed and used. This request is further in harmony with the general purpose and intent of a variance because it mitigates the impact of past developments that were outside of the owner's control, such as the narrow platting and 8'0" easement along the North side of the property.

This variance does not provide special privileges inconsistent with limitations that apply to surrounding properties. It requests the minimum adjustment to create a safe and enjoyable rear yard. It would also address issues related to the existing layout such as the unsafe bottleneck adjacent to the house and the lack of proper drainage. A modest decrease in the pool setback is not a special privilege to the applicant, but rather it is necessary to ensure the property can be enjoyed in a reasonable and safe manner consistent with other properties in this zoning area.

Conclusion

Based on these itemized responses and feedback received from the Board, we are requesting a variance that would allow for a minimum decrease in the pool setback from the current 20'0" to 14'0". As demonstrated in Exhibit B this variance request is directly related to the lot being undersized by 35'0". The difference between the minimum standard of 155'0" and the platted 120'0" impacts the Rossi's ability to properly develop their rear yard consistent with surrounding neighbors. After reducing the size of the pool, the proposed design allows for a small adjustment that would ensure the Rossi's home can be enjoyed in a safe fashion consistent with their neighbors. This variance would not only mitigate the impact of the lot's unusual shape and size, but ensure the rights and safety of the property owners.

Please let us know if there are any additional documents or materials that would be helpful in assessing this variance request. Thank you for your time, and I look forward to reaching a resolution.

Sincerely

A handwritten signature in black ink, appearing to read "David Dick", written in a cursive style.

David Dick, AIA, NCARB



AERIAL - EXIST.

APPROX. SCALE: 1" = 20'-0"



BUILDING DATA

PROJECT ADDRESS:

7000 E VERMONT AVE
PARADISE VALLEY, AZ 85253

OWNER:

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON, MA 02420

APN#

173-18-031A

LEGAL DESCRIPTION

LOT 3, QUAIL VISTA

ZONING:

R-18A (PER TOWN OF PARADISE VALLEY)

NET LOT AREA:

22,209 SF. (0.510 AC PER SURVEY)

PRELIMINARY

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85250
(480) 945-1898 OFFICE
(480) 945-8866 FAX

DATE: 07-15-2025
SCALE: AS NOTED

A CUSTOM REMODEL FOR:
ROSSI RESIDENCE
7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253
EXHIBIT
A21



BUILDING DATA

PROJECT ADDRESS:

1000 E VERMONT AVE
PARADISE VALLEY, AZ 85253

OWNER:

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON, MA 02420

APN#

173-18-031A

LEGAL DESCRIPTION

LOT 3, QUAIL VISTA

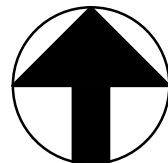
ZONING:

R-18A (PER TOWN OF PARADISE VALLEY)

NET LOT AREA:

22,209 SF. (0.510 AC PER SURVEY)

AERIAL OF
NEIGHBORHOOD



NORTH

PRELIMINARY

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85250
(480) 945-1898 OFFICE
(480) 945-8866 FAX

DATE: 07-15-2025
SCALE: AS NOTED

A CUSTOM REMODEL FOR:
ROSSI RESIDENCE
7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253
EXHIBIT A.22

BUILDING DATA

PROJECT ADDRESS:

1000 E VERMONT AVE
PARADISE VALLEY, AZ 85253

OWNER:

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON, MA 02420

APN#

173-18-031A

LEGAL DESCRIPTION

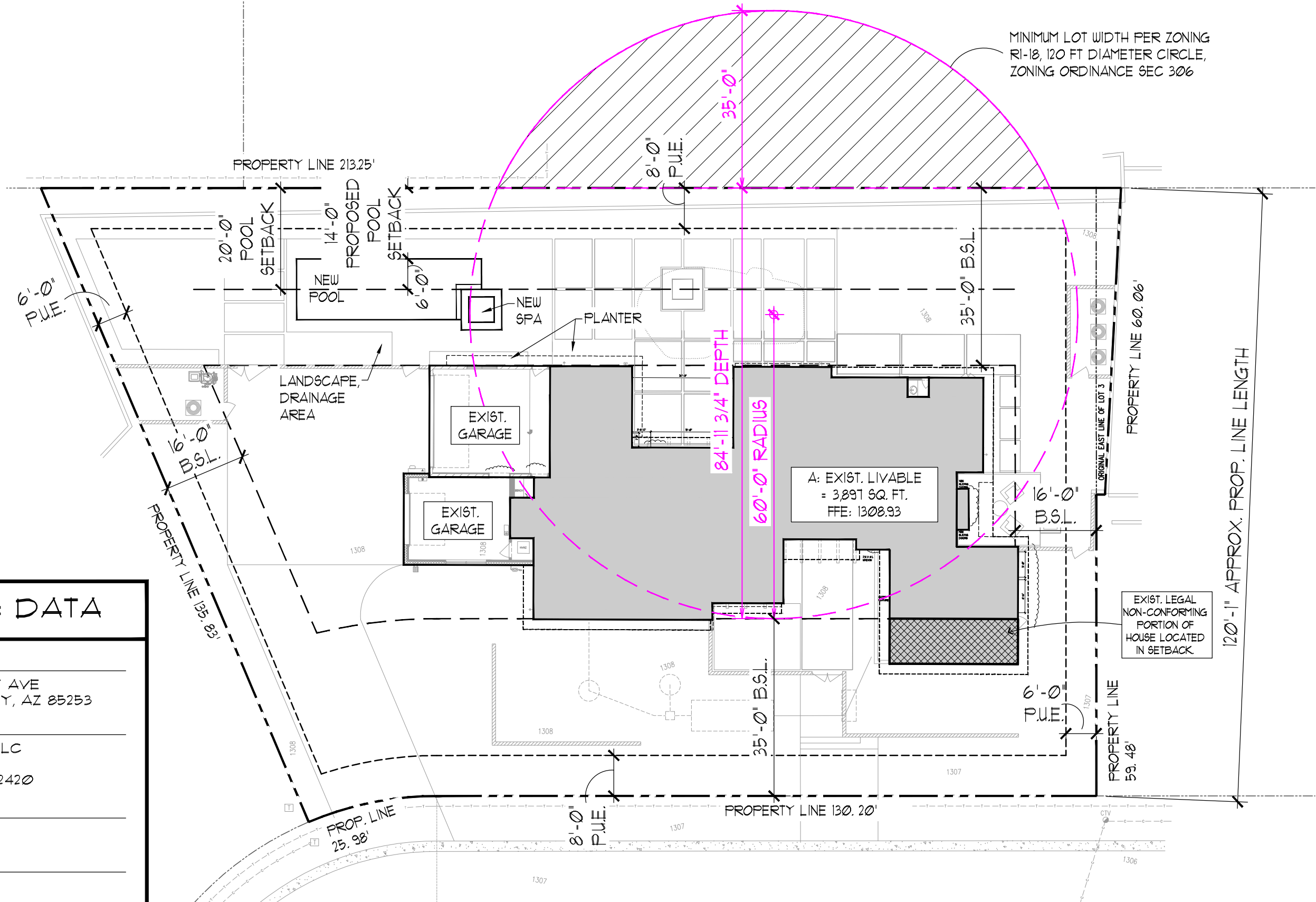
LOT 3, QUAIL VISTA

ZONING:

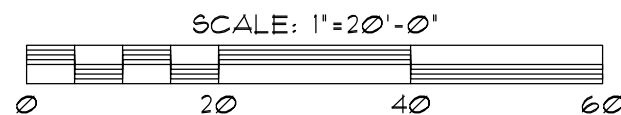
R-18A (PER TOWN OF PARADISE VALLEY)

NET LOT AREA:

22,209 SF. (0.510 AC PER SURVEY)



SITE PLAN - MINIMUM LOT REQUIREMENT DIAGRAM



SCALE: 1" = 20'-0"



PRELIMINARY

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85256
(480) 945-1898 OFFICE
(480) 945-8866 FAX

DATE: 07-15-2025
SCALE: AS NOTED

A CUSTOM REMODEL FOR:
ROSSI RESIDENCE
7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253

 PORTION OF POOL IN 20 FT.
SETBACK= 219 S.F.

MINIMUM LOT WIDTH PER
ZONING RI-18, 120 FT
DIAMETER CIRCLE, ZONING
ORDINANCE SEC 306

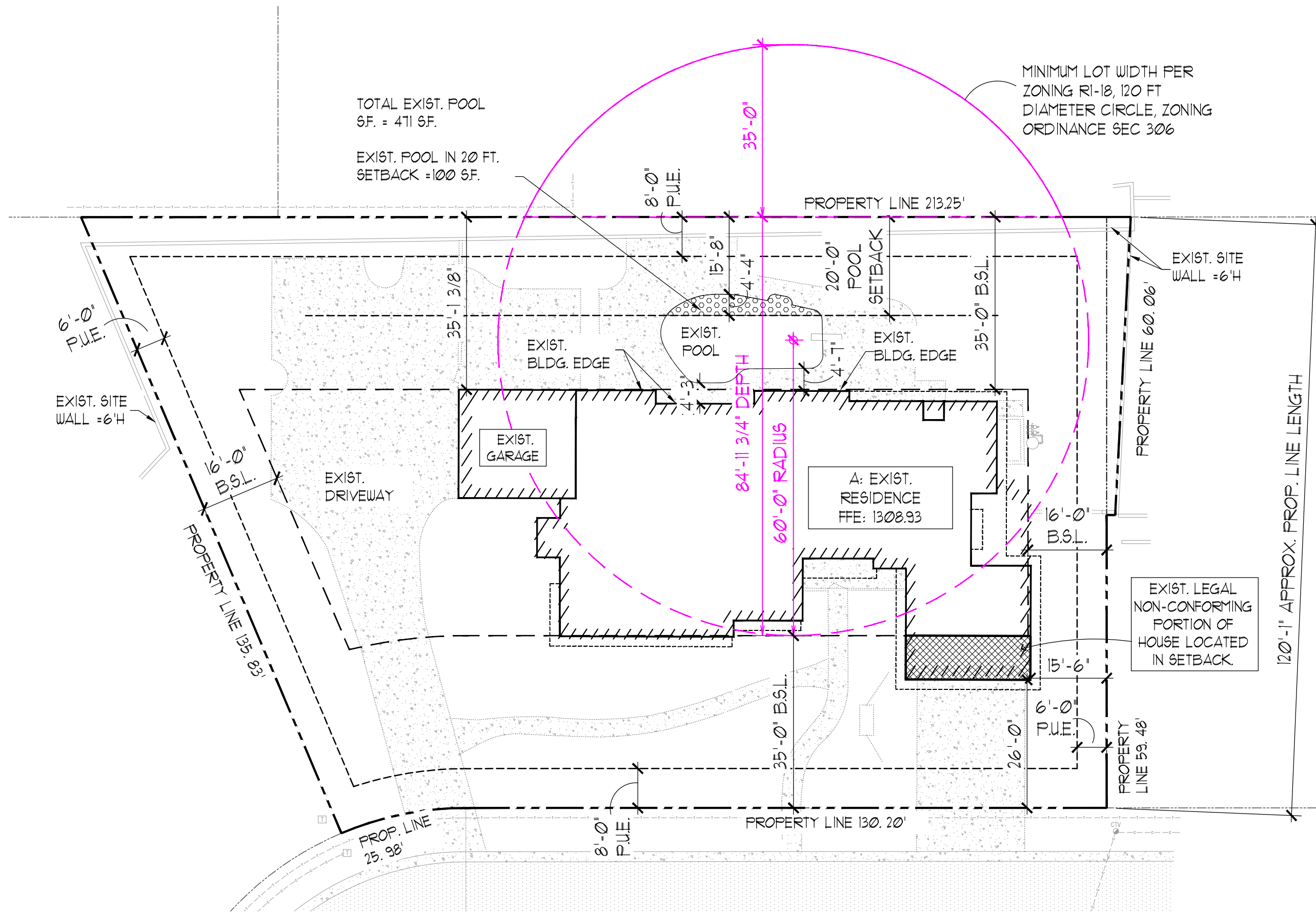
22,209 S.F. (0.510 AC PER SURVEY)

SCALE: 1" = 20'-0"

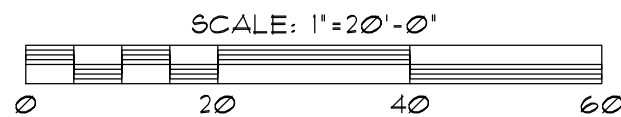
NORTH

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85250
(480) 945-1996 OFFICE
(480) 945-8866 FAX

ROSSI RESIDENCE
7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253



EXISTING SITE PLAN - EXISTING POOL



SCALE: 1" = 20'-0"



PRELIMINARY

DAVID DICK, ARCHITECT
 7400 E. McDONALD DR., SUITE 122
 SCOTTSDALE, ARIZONA 85250
 (480) 945-1898 OFFICE
 (480) 945-8866 FAX

DATE 07-15-2025
 SCALE AS NOTED

A CUSTOM REMODEL FOR:
ROSSI RESIDENCE
 7000 E. VERMONT AVE.
 PARADISE VALLEY, AZ 85253

Unofficial Document

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 173 - 18 - 031A
BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? _____

Please list the additional parcels below (attach list if necessary):

(1) _____ (3) _____
(2) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

Julia M. Peek, Trustee of The Julia M. Peek Trust dated Octob

228 Loyden Dr
Rogue River, Oregon 97537

3. (a) BUYER'S NAME AND ADDRESS:

One Lexington, LLC

509 Bedford Street

Lexington, MA 02420

(b) Are the Buyer and Seller related? Yes ☐ No ☒

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

7000 East Vermont Avenue

Paradise Valley, AZ 85253

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

One Lexington, LLC

509 Bedford Street

Lexington, MA 02420

(b) Next tax payment due 10/01/2024

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- a. ☐ Vacant Land f. ☐ Commercial or Industrial Use
b. ☒ Single Family Residence g. ☐ Agricultural
c. ☐ Condo or Townhouse h. ☐ Mobile or Manufactured Home
d. ☐ 2-4 Plex i. ☐ Other Use; Specify: _____
e. ☐ Apartment Building

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:

- a. ☐ To be used as a primary residence.
b. ☐ To be rented to someone other than a "qualified family member."
c. ☒ To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units: _____

For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 20th day of Oct 20 23

Notary Public Sara Callahan

Notary Expiration Date 02/16/2027

DOR FORM 82162 (02/2019)



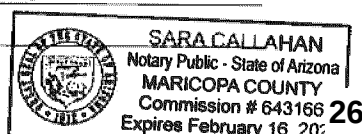
Signature of Buyer / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 20th day of Oct 20 23

Notary Public Sara Callahan

Notary Expiration Date 02/16/2027



9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- a. ☒ Warranty Deed d. ☐ Contract or Agreement
b. ☐ Special Warranty Deed e. ☐ Quit Claim Deed
c. ☐ Joint Tenancy Deed f. ☐ Other:

10. SALE PRICE: \$ 1,910,000.00 00

11. DATE OF SALE (Numeric Digits): 10 23
Month / Year

12. DOWN PAYMENT \$ 0 00

13. METHOD OF FINANCING:

- a. ☒ Cash (100% of Sale Price) e. ☐ New loan(s) from financial Institution:
b. ☐ Barter or trade (1) ☐ Conventional
c. ☐ Assumption of existing loan(s) (2) ☐ VA
d. ☐ Seller Loan (Carryback) (3) ☐ FHA
f. ☐ Other financing; Specify: _____

14. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

(b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: _____

15. PARTIAL INTEREST: If only a partial ownership interest is being sold,

briefly describe the partial interest: N/A

16. SOLAR / ENERGY EFFICIENT COMPONENTS:

(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

If Yes, briefly describe the solar / energy efficient components: _____

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

Landmark Title
2720 E Camelback Rd Ste 100
Phoenix, AZ 85016

18. LEGAL DESCRIPTION (attach copy if necessary):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

Parcel 1:

Lot 3, of QUAIL VISTA, according to the plat of record of the office of the County Recorder of Maricopa County, Arizona, recorded in Book 194 of Maps, Page 31.

Parcel 2:

A portion of Lot 4, of QUAIL VISTA which is a portion of the Northeast quarter of the Southeast quarter of Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as recorded in Book 194 of Maps, Page 31 of Maricopa County Records, as follows:

Beginning at the Northwest corner of Lot 4, thence North 89 degrees 59 minutes 39 seconds East along the North property line of Lot 4 a distance of 4.90 feet to a point; thence South 03 degrees 00 minutes 07 seconds West a distance of 60.60 feet to a point; thence due west 1.70 feet to a point; thence North 00 degrees 00 minutes 20 seconds East a distance of 60.50 feet to the point of beginning.

Unofficial Document



Landmark Title Assurance Agency of Arizona, LLC
2720 East Camelback Road, Suite 100
Phoenix, AZ 85016
Phone: (602) 775-5990
Fax: (602) 682-3498

November 22, 2023

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON MA 02420

Re: Property Address: 7000 East Vermont Avenue, Paradise Valley, AZ 85253
Escrow No.: 1261-050-LV

All of us at Landmark Title Assurance Agency of Arizona LLC sincerely appreciate the privilege of having served you in this transaction. We are pleased to have attached for your records your final title insurance policy, issued with electronic signatures.

Your policy of title insurance is an important record. It provides you with valuable protection of your interest in real property and should be stored in a safe place for future reference.

The Company now has a special file set up on the property, so we are in a position to provide you with outstanding service in any future transaction you may choose to let us handle. Please specify Landmark Title Assurance Agency of Arizona LLC for your future title insurance needs.

Thank you for the opportunity to serve you in this transaction. If we can be of any further assistance in this, or any other matter, please do not hesitate to contact us.

Thank you.
Landmark Title Assurance Agency of Arizona, LLC

Liza Vasquez
Escrow Officer



HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence
Issued By
FIRST NATIONAL TITLE INSURANCE COMPANY

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 2 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 4
- Exclusions on page 4 and 5
- Conditions on pages 5 through 7.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 5 and 6.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy--and not this sheet--is the legal document,

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact: FIRST NATIONAL TITLE INSURANCE COMPANY, [Underwriter Address].

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As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.



OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 4 and 5
- The Conditions on pages 5 through 7.

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.



14. The violation or enforcement of those portions of any law or government regulation concerning:
- building;
 - zoning;
 - land use;
 - improvements on the Land;
 - land division; or
 - environmental protection,
- if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- You are unable to obtain a building permit;
 - You are required to correct or remove the violation; or
 - someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.



30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

In Witness Whereof, First National Title Insurance Company has caused this policy to be signed and sealed by duly authorized officers as of Date of Policy shown in Schedule A.



FIRST NATIONAL TITLE INSURANCE COMPANY

By: 
J. Christopher Phillips, President/CEO


Patrick McMillan, Treasurer

EXCLUSIONS

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.



5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

CONDITIONS

1. DEFINITIONS

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - a legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - First National Title Insurance Company
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to First National Title Insurance Company at [Underwriter Claims Address]. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss
 - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
 - (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.



personal property before You relocate it.

- d. All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force ; and
 - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

AMERICAN
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ASSOCIATION





HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence
Issued By
FIRST NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company: First National Title Insurance Company, 2400 Dallas Parkway, Ste. 580, Plano, TX 75093.

Policy No.: 1001-9120119

Premium: \$5,825.00

Policy Amount: \$1,910,000.00

Policy Date [and Time]: October 26, 2023 at 11:12 AM or recording date of the insured instrument, whichever is later

Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000

Street Address of the Land: 7000 East Vermont Avenue, Paradise Valley, AZ 85253

1. Name of Insured:
One Lexington, LLC, an Arizona limited liability company
2. Your interest in the Land covered by this Policy is:
fee simple
3. The Land referred to in this Policy is described as:
See attached Exhibit A.

By:

Authorized Countersignature



FIRST NATIONAL TITLE INSURANCE COMPANY

FNTI Form No.: 1001 ALTA Homeowner's Policy of Title Insurance - Revised 12/2/2013

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good standing as of the date of use. All other uses are prohibited.
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SCHEDULE B

EXCEPTIONS

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

1. THE EFFECT of Ordinance Number 379 by the Town of Paradise Valley recorded in
Document No. 1994-777058
2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer not yet due and payable for the following year:

Second half of 2023
5. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
6. EASEMENTS, restrictions, reservations, conditions and set-back lines as set forth on the plat of said subdivision recorded in Book 194 of Maps and Plats at Page 31.
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument Recorded in Docket 12643 at Page 1440
8. THE EFFECT of Ordinance Number 394 by the Town of Paradise Valley recorded in
Document No. 1995-97049
9. THE EFFECT of Ordinance Number 2021-01 by the Town of Paradise Valley recorded in
Document No. 2021-226100
10. MATTERS SHOWN ON SURVEY recorded in Book 645 of Maps, Page 1
11. RIGHTS OF PARTIES in possession.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.



HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence
Issued By
FIRST NATIONAL TITLE INSURANCE COMPANY

EXHIBIT A

PROPERTY DESCRIPTION

File No.: 1261-050-LV

Policy No.: 1001-9120119

Parcel 1:

Lot 3, of QUAIL VISTA, according to the plat of record of the office of the County Recorder of Maricopa County, Arizona, recorded in Book 194 of Maps, Page 31.

Parcel 2:

A portion of Lot 4, of QUAIL VISTA which is a portion of the Northeast quarter of the Southeast quarter of Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as recorded in Book 194 of Maps, Page 31 of Maricopa County Records, as follows:

Beginning at the Northwest corner of Lot 4, thence North 89 degrees 59 minutes 39 seconds East along the North property line of Lot 4 a distance of 4.90 feet to a point; thence South 03 degrees 00 minutes 07 seconds West a distance of 60.60 feet to a point; thence due west 1.70 feet to a point; thence North 00 degrees 00 minutes 20 seconds East a distance of 60.50 feet to the point of beginning.

- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
 - (1) Your actual loss;
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
 - (3) the Policy Amount then in force.
 and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
 - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the

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September 24, 2025

Brandon McMahon
Planning & Development Services
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Re: 7000 E Vermont Ave

Dear Brandon,

We have reviewed the proposed site plan for Paul Rossi at 7000 E Vermont Ave, Paradise Valley, AZ 85233 dated 10-26-10. We have no issue with the reduction of the pool set back for this lot as shown on this site plan.

Signed by:
Oriana Lehman Wood 
F58A0401A7B849C...

9/29/2025

Signature

Date

Address: 5222 N Quail Run Place, Paradise Valley, AZ 85253

ARCHITECT

DAVID DICK, AIA
7400 E. McDonald Dr. Suite,
122
Scottsdale, Arizona
85250

(480)945-1898
(480)945-8856 fax
dd@ddarchstudio.com

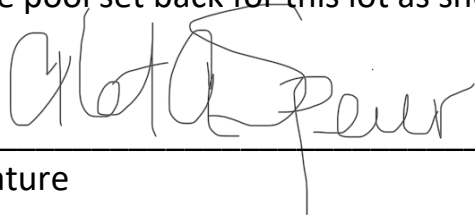
September 24, 2025

Brandon McMahon
Planning & Development Services
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Re: 7000 E Vermont Ave

Dear Brandon,

We have reviewed the proposed site plan for Paul Rossi at 7000 E Vermont Ave, Paradise Valley, AZ 85233 dated 10-26-10. We have no issue with the reduction of the pool set back for this lot as shown on this site plan.



Signature

Date

Address: 7014 E Vermont ave. PV AZ 85253. 10/2/2025

ARCHITECT

DAVID DICK, AIA

7400 E. McDonald Dr. Suite,
122
Scottsdale, Arizona
85250

(480)945-1898
(480)945-8856 fax
dd@ddarchstudio.com

September 24, 2025

Brandon McMahon
Planning & Development Services
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Re: 7000 E Vermont Ave

Dear Brandon,

We have reviewed the proposed site plan for Paul Rossi at 7000 E Vermont Ave, Paradise Valley, AZ 85233 dated 10-26-10. We have no issue with the reduction of the pool set back for this lot as shown on this site plan.

10/13/2025

Signature	Martin Applebaum	Date
	7015 East Vermont Ave	
Address:	Paradise Valley, AZ 85253	

ARCHITECT

DAVID DICK, AIA
7400 E. McDonald Dr. Suite,
122
Scottsdale, Arizona
85250

(480)945-1898
(480)945-8856 fax
dd@ddarchstudio.com

NOTICE OF PUBLIC HEARING TOWN OF PARADISE VALLEY

Notice is hereby given that the Town of Paradise Valley Board of Adjustment will hold a **public hearing at 5:30 p.m. on Wednesday, November 5, 2025**, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for:

PUBLIC HEARING: Discussion and Possible Action on a variance from the Zoning Ordinance, Article VII, (R-18 and R-18A) Single Family Residential Districts, to allow a pool to encroach into the north/rear yard setback. The property is located at 7000 E Vermont Avenue (Assessor's Parcel Number 173-18-031A).

If you have questions about this application, please call Planner II Brandon McMahon with the Planning Department at (480) 348-3531.

Notice is hereby given pursuant to A.R.S. §38-431.02. that members of the Board of Adjustment may attend by audio/video conference call.

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 483-1811 (TDD) to request accommodation.

For further information about any of these matters, please contact the Community Development Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3692.

All agendas are subject to change. You can view the agenda, find application material, and provide your input via eComment approximately 4-6 days prior to the meeting date at <https://paradisevalleyaz.legistar.com/Calendar.aspx>. You may also contact the staff liaison, Brandon McMahon on this application at bmcMahon@paradisevalleyaz.gov or 480-348-3531 at any time before the scheduled meeting date.

NOTICE OF PUBLIC HEARING TOWN OF PARADISE VALLEY

Notice is hereby given that the Town of Paradise Valley Board of Adjustment will hold a public hearing at 5:30 p.m. on Wednesday, November 5, 2025, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for:

Public Hearing: Discussion and Possible Action on a variance from the Zoning Ordinance, Article VII, (R-18 and R-18A) Single Family Residential Districts, to allow a pool to encroach into the north/rear yard setback. The property is located at 7000 E Vermont Avenue (Assessor's Parcel Number 173-18-031A).

If you have questions about this application, please call Planner II Brandon McMahon with the Planning Department at (480) 348-3531.

Owner	MAIL_ADDR1	MAIL_CITY	MAIL_ST.	MAIL_ZIP
5130 N 71ST STREET LLC	7979 E TUFTS AVE STE 1550	DENVER	CO	80237
5215 N 69TH PLACE LLC	100 S CHURCH AVE 100	TUCSON	AZ	85701
5225 N SCOTTSDALE ROAD LLC	203 SE PARK PLAZA DR	VANCOUVER	WA	98684
5301PV LLC	5301 N 69TH PL	PARADISE VALLEY	AZ	85253
5517 NORTH 68TH PLACE LLC	5517 N 68TH PL	PARADISE VALLEY	AZ	85253
5723 PV LLC	11420 N 64TH ST	SCOTTSDALE	AZ	85254
7039 PV LLC	11420 N 64TH ST	SCOTTSDALE	AZ	85254
71ST STREET LIVING TRUST	2601 N 3RD ST STE 305	PHOENIX	AZ	85004
71ST STREET LLC	6217 E BRAMBLE BERRY LN	CAVE CREEK	AZ	85331
73 SQUARED LLC	320 32ND AVE W STE 240	WEST FARGO	ND	58078
AGREE ALAN	5521 N 71ST ST	PARADISE VALLEY	AZ	85253
ALEXANDER T AND NANCY A KASUN LIVING TRUST	845 MORNINGSIDE LN	ELM GROVE	WI	53122
ALLEN FAMILY TRUST	5648 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
ANTHONY A GRIFFIN REVOCABLE TRUST	400 RIVERBOAT ROW UNIT 1703	NEWPORT	KY	41071
APPLEBAUM FAMILY LIVING TRUST	7015 E VERMONT AVE	PARADISE VALLEY	AZ	85253
AQUISTO THOMAS M	7027 E VISTA DR	PARADISE VALLEY	AZ	85253
ARCADIA VISTA IMPROVEMENT CO	5240 N 70TH PL	SCOTTSDALE	AZ	852537051
ATKINS DANICE KAY	5520 N 71ST PL	PARADISE VALLEY	AZ	85253
AYOUB FRED A/MOLLY B	PO BOX 5771	SCOTTSDALE	AZ	85261
AYOUB FRED/WELSH MOLLY	PO BOX 5771	SCOTTSDALE	AZ	85261
BARRY H AND BABBI L GABEL TRUST	7130 E PARADISE CANYON RD	PARADISE VALLEY	AZ	85253
BARTON JEFFREY E/JULIANNE J TR	6802 E VISTA DR	PARADISE VALLEY	AZ	85253
BATES ROBERT L	7048 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
BAYER LUANNA R	7114 E BUENA TERRA WAY	SCOTTSDALE	AZ	85253
BAYPORT PV ASSOCIATES LP	9401 W THUNDERBIRD RD STE 200	PEORIA	AZ	85381
BEATY PATRICIA ANN TR	7024 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
BEEBE ZACHARIAH	4400 N SCOTTSDALE RD UNIT 9396	SCOTTSDALE	AZ	85251
BEHROOZ ANAHITA	4538 N MILLER RD	SCOTTSDALE	AZ	85251
BENNAN BARBARA	7203 E VALLEY VIEW RD	SCOTTSDALE	AZ	85250
BENNETT FAMILY TRUST	7102 E BUENA TERRA WAY	PARADISE VALLEY	AZ	85253
BFP SCOTTSDALE 2 LLC	5514 N 71ST ST	PARADISE VALLEY	AZ	85253
BIRO VICKI JANE	5516 N 71ST PL	PARADISE VALLEY	AZ	85253
BJ ANDERSON FAMILY TRUST	5638 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
BLACK JEREMY KYLE	5228 N 70TH PL	PARADISE VALLEY	AZ	85253
BOWMAN ROBERT	5554 N 71ST ST	PARADISE VALLEY	AZ	85253
BRANDT LIVING TRUST	540 W SWEETWATER AVE	PHOENIX	AZ	85029
BRESETTE DENNIS R/MELISSA A	20 O ST	LAKE LOTAWANA	MO	64086
BRUSKE FAMILY TRUST	5242 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
BUECHSE HENRY W & LEROY MATHEWS	84 TWO BRIDGES RD	TOWACO	NJ	7082
CAMPBELL ROBERT B/IRINA D	7255 E BUENA TERRA WAY	SCOTTSDALE	AZ	85250
CARUSO CRISTOPHER M/JENNIFER B	5315 N 69TH PL	PARADISE VALLEY	AZ	85253
CASA CONSOLA VENTURES LIMITED PARTNERSHIP	777 RICHARDS ST PH3	VANCOUVER	BC	V6B 0M6
CASPER & JAN OFFUTT LIVING TRUST	PO BOX 10966	BOZEMAN	MT	59719
CBH III TRUST	7019 E VISTA DR	PARADISE VALLEY	AZ	85253
CC LAND LLC	6607 N SCOTTSDALE RD STE H-100	SCOTTSDALE	AZ	85250
CHARLES KEITH AND ESTHER KEITH REVOCABLE TRUST	7091 E BALFOUR RD	PARADISE VALLEY	AZ	85253
CHIANG LAWRENCE H	5612 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
CHIAPPETTI DONALD L & MARY K TR	5341 N 68TH PL	SCOTTSDALE	AZ	85257
CJ HOLDINGS LLC	PO BOX 1312	SEAHURST	WA	98062
CL REVOCABLE TRUST	7240 E ARLINGTON RD	SCOTTSDALE	AZ	85250
CLIFFORD FAMILY REVOCABLE LIVING TRUST	7028 E BALFOUR RD	PARADISE VALLEY	AZ	85253

COFFMAN FAMILY TRUST	7250 E ARLINGTON RD	SCOTTSDALE	AZ	85250
COHEN FAMILY TRUST	5214 N 69TH PL	PARADISE VALLEY	AZ	85253
COLLETTE M FORD LIVING TRUST	10655 N INDIAN WELLS DR	FOUNTAIN HILLS	AZ	85268
COTE WILLIAM A	PO BOX 2168	SCOTTSDALE	AZ	85252
CRONIN PATRICIA	5202 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
CRONRATH HEATHER/BAUER GRETCHEN C	5741 N 70TH PL	PARADISE VALLEY	AZ	85253
CROWN ANDREW BRUCE	5562 N 71ST ST	PARADISE VALLEY	AZ	85253
CS STOLPE TRUST	5515 N 71ST PL	PARADISE VALLEY	AZ	85253
D & J SKOGEBO FAMILY TRUST	159 N MACDONALD	MESA	AZ	85201
DALEY KENT R/LINDA J TR	7150 E BALFOUR RD	PARADISE VALLEY	AZ	85253
DANIELLE REOUVENI CHILDRENS TRUST	5160 N 71ST ST	PARADISE VALLEY	AZ	85253
DANOFF LIVING TRUST	6940 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
DAVIS EVERETT E/PAULETTE A TR	5175 N 70TH WY	PARADISE VALLEY	AZ	85253
DE FUENTE LLC	2657 WINDMILL PKWY 160	HENDERSON	NV	89074
DE YOUNG JOHNATHON	5636 N SCOTTSDALE RD	PARADISE VALLEY	AZ	852535912
DELONG REVOCABLE LIVING TRUST	5610 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
DEWITT PAMELA K/SPAULDING LEE-ANN C	5558 N 71ST ST	PARADISE VALLEY	AZ	85253
DHANANI SALMAN S/AMYNAB	5300 N 70TH PL	PARADISE VALLEY	AZ	85253
DIAZ-PETERSON MARIA	7904 E CHAPARRAL RD UNIT 268	SCOTTSDALE	AZ	85250
DIRK E AND NATALIE B VANDEVENTER FAM	5146 N 68TH PL	SCOTTSDALE	AZ	85253
DJT REALTY TRUST	175 CAMBRIDGE ST	BOSTON	MA	2114
DLH PROPERTY HOLDINGS LLC	4000 RIDGE WAY	BISMARCK	ND	58503
DOMINIC H AND KIMBERLY L MACCHIARO	6933 E MONTEBELLO AVE	PARADISE VALLEY	AZ	85253
DRAPER EMMA R	5511 N 71ST PL	PARADISE VALLEY	AZ	85253
DRIMI RICHARD S/SANDRA M	6735 E SAN JUAN AVE	PARADISE VALLEY	AZ	85253
DUWE BRIAN	5522 N 71ST ST	PARADISE VALLEY	AZ	85253
DWAYNE E AND ANNE E ROSS FAMILY TRU	5525 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
EDGECLIFFE PROPERTIES LLC	941 86TH ST	DOWNERS GROVE	IL	60516
EDWARD & NICOLE MOOMJIAN FAMILY RE	7215 E BUENA TERRA WAY	SCOTTSDALE	AZ	85250
EL CABELLO TRUST	7215 E ARLINGTON RD	SCOTTSDALE	AZ	85250
ENXING MICHAEL/AMY/ALEXIS	5512 N 71ST PL	PARADISE VALLEY	AZ	85253
EYRING RUTH LA REAL TR	6995 E JACKRABBIT RD	PARADISE VALLEY	AZ	85253
F AND S ENZONE TRUST	5517 N 71ST ST	PARADISE VALLEY	AZ	85253
FANCY BOY LLC	2428 S 182ND CIR	OMAHA	NE	68130
FEI JINRONG LLC	513 8TH AVE	MENLO PARK	CA	94025
FENN ROGERS CUSTOM HOMES LLC	4320 E BROWN RD STE 109	MESA	AZ	85205
FERREIRA VICTOR	6131 E SANDRA TER	SCOTTSDALE	AZ	85254
FFMCSM PRESERVE PROPERTY LLC	5629 N 69TH PL	PARADISE VALLEY	AZ	85253
FIRST SOUTHERN BAPTIST CHURCH OF SC	5230 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
FISH FREDERICK S III/KATHERINE FISH KLE	5624 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
FLEMING EDWIN D/SALLY R	5620 N 69TH PL	PARADISE VALLEY	AZ	85253
FOWLER LIVING TRUST	341 E ROYAL FERN WAY	SANTA ROSA BEACH	FL	32459
FRANCIS VINCENT M	6935 E VISTA DR	PARADISE VALLEY	AZ	85253
FREITAS ANDREW T/LYNN M TR	5301 N MONTE VISTA DR	PARADISE VALLEY	AZ	85253
FUENTE LLC	5530 N 71ST ST	PARADISE VALLEY	AZ	85253
GANTOUS FAMILY TRUST	7120 E ORANGE BLOSSOM LN	SCOTTSDALE	AZ	852537045
GARDNER CARL	6918 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
GERALD AND BARBARA ADOMSHICK REVO	5518 N 71ST ST	PARADISE VALLEY	AZ	85253
GILLIS SYLVIA LYNN/TARBOX ERIC J	1810 N DEVON RD	UPPER ARLINGTON	OH	43212
GOLDEN CAROLYN TR	7141 E ARLINGTON RD	PARDISE VALLEY	AZ	85253
GOLDSTEIN JOEL H/ELAINE P	2800 S UNIVERSITY BLVD	DENVER	CO	80210
GOLUB STEVEN J	10029 E BOULDER BEND RD	SCOTTSDALE	AZ	85262

GOSLING GLENN	5317 N 68TH PL	PARADISE VALLEY	AZ	85253
GOSS WILLIAM J/BEVERLY J	5302 N 69TH PL	PARADISE VALLEY	AZ	85253
GRAHAM GEORGE/LYNNE	5216 N 70TH PL	PARADISE VALLEY	AZ	85253
GREEN DANIEL/JANELLE	2325 SANTA BARBARA ST	SANTA BARBARA	CA	93105
HALMI FAMILY TRUST	7036 E ORANGE BLOSSOM LN	SCOTTSDALE	AZ	85253
HANCOCK TYLER/KRISTEN	10570 E. SAN SALVADOR DR	SCOTTSDALE	AZ	85258
HARRIS SUSAN PINE	7125 E ARLINGTON RD	PARADISE VALLEY	AZ	85253
HARRISON REVOCABLE LIVING TRUST	5501 N 69TH PL	PARADISE VALLEY	AZ	85253
HART PHILLIP/BRIANA	2556 E CAROB DR	CHANDLER	AZ	85286
HARVEY BRIAN K/BETSY W	701 GARFIELD AVE	LOUISVILLE	CO	80027
HARVEY KAREN A	14266 N FOUNTAIN HILLS BLVD	FOUNTAIN HILLS	AZ	85268
HC LLC	5500 N QUAIL PL	PARADISE VALLEY	AZ	85253
HERTZ RHONDA J/COY SAMUEL F JR	5508 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
HERWICK FAMILY TRUST	7105 E ARLINGTON RD	PARADISE VALLEY	AZ	852535934
HEUSCH EDWARD A	7101 E ARLINGTON RD	SCOTTSDALE	AZ	85253
HIDDEN WOLF LAIR LLC	5205 N MONTE VISTA DR	PARADISE VALLEY	AZ	85253
HOLT THOMAS L/AMY B	5600 N 69TH PL	PARADISE VALLEY	AZ	85253
HR YORSTON TRUST	7011 E JACKRABBIT RD	PARADISE VALLEY	AZ	85253
HUBBARD MICHELE	7116 E ARLINGTON RD	PARADISE VALLEY	AZ	85253
HURD SHARON M	6928 E ORANGE BLOSSOM LN	SCOTTSDALE	AZ	85253
HYNES FAMILY REVOCABLE TRUST	6908 E JACKRABBIT RD	PARADISE VALLEY	AZ	85253
JACKRABBIT PROPCO LLC	6121 SUNSET BLVD	LOS ANGELES	CA	90028
JACQUELINE D COSTELLO LIVING TRUST	3233 E CAMELBACK RD UNIT 3431	PHOENIX	AZ	85018
JAMES F BREWER SEPARATE PROPERTY TRI	7018 E SAN MIGUEL AVE	PARADISE VALLEY	AZ	85253
JANIS LAURA A	5514 N 71ST ST	PARADISE VALLEY	AZ	85253
JE'RE D DEWAR TRUST	7005 E JACKRABBIT RD	PARADISE VALLEY	AZ	85253
JOHN W PRENZNO FAMILY TRUST	7049 E BALFOUR RD	PARADISE VALLEY	AZ	85253
JOHNSON JUSTIN L/ANNA P	5311 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
JONES WILLIAM D/LAURA J	7019 E BALFOUR	PARADISE VALLEY	AZ	85253
JOSHUA HARTMAN LIVING TRUST	5534 N 69TH PL	PARADISE VALLEY	AZ	85253
JR6905 LLC	8 THE GREEN STE B	DOVER	DE	19901
KANGWANSHIRATHADA CHITTI/NANCY	5144 N 69TH PL	PARADISE VALLEY	AZ	85253
KEERY PATRICK F/KATHLEEN L	5165 N 71ST ST	PARADISE VALLEY	AZ	85253
KILGORE PROPERTIES LLC	13614 S CAROLINA HILL CT	DRAPER	UT	84020
KIM LINDSEY REVOCABLE LIVING TRUST	5634 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
KINCAID ELEANOR/EDWARDS KELI	5539 N 71ST PL	PARADISE VALLEY	AZ	85253
KING JAN L	7211 E VALLEY VIEW RD	SCOTTSDALE	AZ	85250
KONTENTMENT TRUST	5632 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
KRAEMER FAMILY REVOCABLE TRUST I	6844 E VISTA DR	PARADISE VALLEY	AZ	85253
KRAEMER REVOCABLE TRUST	4225 CALLAWAY CT	MIDDLETON	WI	53597
KREITZER WILLIAM R/MARY ANN	1011 N CHURCH ST	GIBSON CITY	IL	609361036
KRISH TRUST	5020 E CANNON DR	PARADISE VALLEY	AZ	85253
KRISTA JANENE KALISH TRUST	6701 N SCOTTSDALE RD UNIT 35	SCOTTSDALE	AZ	85250
KSIESKI FAMILY TRUST	5521 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
KUBAS CHANDLER	3130 121ST AVE SW	DICKINSON	ND	58601
LA JOLLA BLANCA HOMEOWNERS ASSOC	PO BOX 188	SCOTTSDALE	AZ	85252
LEBECK BONNIE A	5527 N 71ST PL	SCOTTSDALE	AZ	85253
LEE DEAN/JACKIE	6917 BRIDGLAND LN	TACOMA	WA	98407
LEE SEUNG/RA YOUNGHEE	7102 E ORANGE BLOSSOM LN	SCOTTSDALE	AZ	85253
LESTER FAMILY TRUST	7236 E BUENA TERRA WAY	SCOTTSDALE	AZ	85250
LEUVEN RUSSELL VAN/SWEILEM AMINA H	9403 SE 21ST ST	VANCOUVER	WA	98664
LEWIS FAMILY TRUST-SURVIVORS TRUST	5618 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253

LINDSAY PALMS APARTMENTS INC	2855 E BROADWAY RD	MESA	AZ	85204
LOGAN CHRISTIE E/J SCOTT	6935 E JACKRABBIT RD	PARADISE VALLEY	AZ	85253
LOMBARD JAMES P	1 WOODCLIFF TERR	FAIRPORT	NY	14450
LONGHI MARK F JR	5535 N 71ST PL	PARADISE VALLEY	AZ	85253
LORI JONAS SEPII FAMILY LIVING TRUST/L	5478 OLD RANCH RD	PARK CITY	UT	84098
LYLES ROBERT A/WATTS PATRICIA A	8135 E INDIAN BEND RD STE 101	SCOTTSDALE	AZ	85251
M A BALDWIN TRUST	7740 E GAINEY RANCH RD 50	SCOTTSDALE	AZ	85258
M AND K PERERA FAMILY TRUST	6745 E SAN JUAN AVE	PARADISE VALLEY	AZ	85253
M PRIVATE RESIDENCES SCOTTSDALE INC	1508 8TH ST SW ST 205	CALGARY	AB	T2R1R6
MADELINE M BAIR TRUST	5750 N ECHO CANYON CIR	PHOENIX	AZ	85018
MAHANTI ROBERT L/JOY	1265 E APPALACHIAN RD	FLAGSTAFF	AZ	86004
MAHONEY DANIEL/AMY	5545 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
MALSOM NEAL P	5126 N 69TH PL	PARADISE VALLEY	AZ	85253
MARIA D ECKERT TRUST	5202 N 69TH PL	PARADISE VALLEY	AZ	85253
MARIA ZAMBRANO FAMILY TRUST	5502 N 71ST ST	PARADISE VALLEY	AZ	85253
MARIANI PAUL/LAURIE A	6815 E VERMONT AVE	PARADISE VALLEY	AZ	85253
MARK & CHERIE STEINMETZ FAMILY TRUST	5301 N QUAIL RUN PL	PARADISE VALLEY	AZ	852537075
MARK RUKAVINA FAMILY TRUST	5524 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
MARONEK CHRISTOPHER J/ANNMARIE E	5240 N 70TH PL	PARADISE VALLEY	AZ	85253
MARSHALL SCOTT R/RACHEL N	7014 E ORANGE BLOSSOM LN	SCOTTSDALE	AZ	85253
MARTIN AUDREY/DAVID	5745 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
MARVEN AND BRENDA HOUNJET REVOCAL	10055 MEYDENBAUER WAY SE APT 15	BELLEVUE	WA	98004
MAZZOTTA FAMILY TRUST	7752 E VALLEY VISTA LN	SCOTTSDALE	AZ	85250
MCCORMACK PATRICIA/MURRAY KEVIN	7109 E ARLINGTON RD	PARADISE VALLEY	AZ	85253
MCCOWN JANE C	5608 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
MCDOWELL WATER CO	7409 E BONITA DR	SCOTTSDALE	AZ	852507105
MCFADDEN TATIANA MARIA/BRACHTL MAF	6841 E VISTA DR	PARADISE VALLEY	AZ	85253
MEGAN N NESTOR FAMILY TRUST/KATELIN	5641 N 69TH PL	PARADISE VALLEY	AZ	85253
MELTZER FAMILY REVOCABLE TRUST	5540 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
MENDELSON MARVIN	19360 OLIVE AVE	SONOMA	CA	95476
MICHAEL AND MELANIE LINDSLEY REVOCAL	6949 E VISTA DR	PARADISE VALLEY	AZ	85253
MKE PROPERTIES LLC	7505 MALLARD WAY	SANTA FE	NM	87507
MOONVES STEPHEN G/NELSON CYNTHIA	7245 E ARLINGTON RD	SCOTTSDALE	AZ	85250
MYLAN TRUST	6468 E SIERRA VISTA DR	PARADISE VALLEY	AZ	85253
NANCY J KESKEY REVOCABLE TRUST	5660 N 68TH PL	PARADISE VALLEY	AZ	85253
NAUGHTON DENNIS M/KATHLEEN C GREEN	5134 N 69TH PL	PARADISE VALLEY	AZ	85253
NCR TRUST	5511 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
NORTH HAVEN INVESTMENTS LLC	1077 WILSHIRE BLVD	STEVENS POINT	WI	54481
ODEN FAMILY REVOCABLE TRUST	5317 N MONTE VISTA DR	PARADISE VALLEY	AZ	85253
ONE LEXINGTON LLC	509 BEDFORD ST	LEXINGTON	MA	2420
OPTIMA RYM LLC	5553 E STELLA DR	PARADISE VALLEY	AZ	85253
ORNSTEIN FAMILY TRUST	410 N 44TH ST 700	PHOENIX	AZ	85008
OTTMANN ALICIA	7260 E ARLINGTON RD	SCOTTSDALE	AZ	85250
PANDARINATH NANJIAH/ROOPA M	5523 N 68TH PL	PARADISE VLY	AZ	85253
PAUL AND KATHY PETERSON TRUST	7001 E VERMONT AVE	PARADISE VALLEY	AZ	85253
PAYTAS FAMILY REVOCABLE LIVING TRUST	5539 N 68TH PL	PARADISE VALLEY	AZ	85253
PECH GARY L	4087 S TALAVERA WAY	BOISE	ID	83706
PENNY L KOEPKE FAMILY LIVING TRUST	7119 E BUENA TERRA WAY	PARADISE VALLEY	AZ	85253
PERCON FAMILY TRUST	6818 E VISTA DR	PARADISE VALLEY	AZ	85253
PGR FAMILY LIVING TRUST	6742 E SAN JUAN AVE	PARADISE VALLEY	AZ	85253
PHILLIP W ESPLIN LIVING TRUST	7131 E BUENA TERRA WAY	SCOTTSDALE	AZ	85253
PHILLIPS GARY D/CHERYL R	6732 E SAN JUAN AVE	PARADISE VALLEY	AZ	85253

PIERCE TROY D/KELLIE J	4012 EDGEWATER PL SOUTHEAST	MANDAN	ND	58554
PILE FAMILY LIVING TRUST	7235 E BUENA TERRA WAY	SCOTTSDALE	AZ	85250
PIRANHA REAL ESTATE LLC	6950 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
POOLE JONI L	3858 31ST AVE W	SEATTLE	WA	98199
PV HOUSE LLC	5238 N 69TH PL	PARADISE VALLEY	AZ	85253
RACHEL TRUST	5145 N 71ST PL	PARADISE VALLEY	AZ	85253
RAM 1 LLC	6620 N KASBA CIR	PARADISE VALLEY	AZ	85253
RANDALL RICHARD A/BELINDA L	5525 N 71ST ST	SCOTTSDALE	AZ	85253
RASMUSSEN LIVING TRUST	7217 E VALLEY VIEW RD	SCOTTSDALE	AZ	85250
REAM HEIDI H	5232 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
REBEKAH ELISE LEIGH TRUST	5506 N 71ST ST	PARADISE VALLEY	AZ	85253
REDENIUS-NORRIS 2020 REVOCABLE TRU	7126 E BUENA TERRA WAY	PARADISE VALLEY	AZ	85253
RENCSOK WADE	7133 E ARLINGTON RD	PARADISE VALLEY	AZ	85253
RESTATED AND AMENDED PLAZA MENTAL	5520 N 69TH PL	PARADISE VALLEY	AZ	85253
RESTO FAMILY TRUST	5231 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
RICH INVESTMENTS LIMITED PARTNERSHIP	2413 E MONTEBELLO AVE	PHOENIX	AZ	85016
RITA M SOMMERS LIVING TRUST	1418 COOK DR	MINOT	ND	58701
ROBERT H CROMPTON TRUST	5227 N 69TH PL	PARADISE VALLEY	AZ	85253
ROBERT P SHANAHAN JR REVOCABLE TRU	5318 N 68TH PL	PARADISE VALLEY	AZ	85253
ROBERTS TERENCE	5301 N 68TH PL	PARADISE VALLEY	AZ	85253
ROCKWELL LIVING TRUST	5139 N 68TH PL	PARADISE VALLEY	AZ	85253
RONALD J & FRANCINE DOBKIN REVOCABI	5170 N 70TH WAY	PARADISE VALLEY	AZ	85253
SAGUARO ACRE LLC	7442 E CENTURY DR	SCOTTSDALE	AZ	85250
SAHAI FAMILY TRUST	5736 N 70TH PL	PARADISE VALLEY	AZ	85253
SAMSON MARK D/SARA J TR	6931 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
SANCTUARY HOLDINGS LIVING TRUST	5204 N 70TH PL	PARADISE VALLEY	AZ	85253
SANCTUARY LIVING TRUST	7225 E VALLEY VIEW RD	SCOTTSDALE	AZ	85250
SANDRA A M CHAMBERS TRUST	5620 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
SARGENT SALLIE ANN	7123 E BUENA TERRA WAY	PARADISE VALLEY	AZ	85253
SCHACHTER ROBERT K/KIM E	5203 N MONTE VISTA DR	PARADISE VLY	AZ	85253
SCHLAPP HENRY T JR /PATRICIA	2009 BROADMOOR DR E	SEATTLE	WA	98112
SCHOLL BARBARA M	5604 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253
SCHROEDER MILTON ROBERT/MARY MURF	5608 N QUAIL RUN RD	PARADISE VALLEY	AZ	85253
SCOTT ANN	7122 E BUENA TERRA WAY	PARADISE VALLEY	AZ	85253
SCOTTSDALE NORTH HOME OWNERS ASS	21448 N 75TH AVE STE 6	GLENDALE	AZ	85308
SHARON M DURFEE REVOCABLE LIVING TF	1865 INDIAN HILLS CIR	FORT COLLINS	CO	80525
SILVER DANIEL M/SHELLI	5529 N 69TH PL	PARADISE VALLEY	AZ	85253
SILVERMAN FREDERICK/OSTDIEK KAREN	7122 TALNUCK CT	CLARKSTON	MI	48348
SIMONS DANIEL PAGE.ANN W TR	6929 E VISTA DR	PARADISE VALLEY	AZ	85253
SKOWRONEK SCOTT/WILSON ABIGAIL	6934 E ORANGE BLOSSOM DR	PARADISE VALLEY	AZ	85253
SLT TRUST	5219 N CASA BLANCA DR	PARADISE VALLEY	AZ	85253
SMITH MICHAEL L	5046 N 70TH ST	PARADISE VALLEY	AZ	85253
SORENSEN SCOTTSDALE ESTATE LLC	8702 N 65TH ST	PARADISE VALLEY	AZ	85253
SPARKS MARK W & KATHLEEN	5221 N QUAIL RUNN PL	PARADISE VALLEY	AZ	85253
SPEIER ALETA CAMILLE TR	7014 E VERMONT AVE	PARADISE VALLEY	AZ	85253
STAHULAK JOSEPH/JO MARIE	8130 NIELSEN DR	TINLEY PARK	IL	60477
STAIANO JOHN H/JEAN A	2268 E FLOYD PL	ENGLEWOOD	CO	80113
STANOS PETER P/LAURENA F	7030 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
STARK GREGORY J	7002 E SAN MIGUEL AVE	PARADISE VALLEY	AZ	85253
STEGMEIER DANA L	7025 E BALFOUR	PARADISE VALLEY	AZ	85253
STOCKETT GREGORY V	6923 E ORANGE BLOSSOM LN	PARADISE VALLEY	AZ	85253
SULLIVAN DANIEL III TR/SULLIVAN CHRIST	1245 OAKVIEW RD	LONG LAKE	MN	553569595

SULLIVAN KAITLYN/PIAZZA DOMINIC PAUL	7114 E ORANGE BLOSSOM LN	SCOTTSDALE	AZ	85253
SULLIVAN TODD A/TRACI LYNN	5617 N 69TH PL	PARADISE VALLEY	AZ	85253
SUSAN EASTRIDGE TRUST/CREDIT SHELTER	1302 CLAYBORNE HOUSE CT	MCLEAN	VA	22101
SUSI M LUCAS TRUST	7107 E BUENA TERRA WY	PARADISE VALLEY	AZ	85253
TEMPLIN MATHEW/GUEDES KAYLA A	5211 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
TETEA EARL	7111 E BUENA TERRA WY	PARADISE VALLEY	AZ	85253
THEDA AND JOSEPH MANGONE FAMILY TR	5211 N 70TH PL	PARADISE VALLEY	AZ	85253
THOMPSON SALLY ANNE TR/THOMPSON V	7015 E SAN MIGUEL	SCOTTSDALE	AZ	85253
TISH AND ROBERT STEPHENS FAMILY TRUS	5117 N 69TH PL	PARADISE VALLEY	AZ	85253
TOLMAN JULIA	5538 N 71ST ST	PARADISE VALLEY	AZ	85253
TRAFFICANTA CHARLES V JR/JOAN M	17112 KAMP CT	TINLEY PARK	IL	60487
TREVOR AND LINDSAY KOSKOVICH REVOC	5226 N 69TH PL	PARADISE VALLEY	AZ	85253
TRUST H/EGB TRUST	41 HILLVALE DR	SAINT LOUIS	MO	63105
VALENTINE TRUST	4326 N 69TH PL	SCOTTSDALE	AZ	85251
VERN L FOUTZ TRUST	7165 E BALFOUR RD	PARADISE VALLEY	AZ	85253
VIA VISTA HOMEOWNERS ASSOC	7904 E CHAPARRAL RD STE A110-154	SCOTTSDALE	AZ	85250
VIA VISTA LLC	501 NEBRASKA AVE	BRECKENRIDGE	MN	565201515
VILLA DE BENDITA HOME OWNERS INC	PO BOX 4954	SCOTTSDALE	AZ	85261
VILLA DE BENDITA HOME OWNERS INC	PO BOX 4954	SCOTTSDALE	AZ	85261
VILLA DEL ORO ASSN II	760 S STAPLEY DR	MESA	AZ	85204
VISTA OF PARADISE VALLEY LLC	8434 E SULKY CIR	SCOTTSDALE	AZ	85255
VKG TRUST	5241 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
VON ARENTSCHILD CHARLES/BRENNNA	5302 N 68TH PL	PARADISE VALLEY	AZ	85253
WALKER MASON/ASHLEY	6832 E VISTA DR	PARADISE VALLEY	AZ	85253
WALTER FAMILY TRUST	5212 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
WE JANIGA FAMILY TRUST	5239 N 70TH PL	PARADISE VALLEY	AZ	85253
WEIGHAUS FAMILY TRUST	5136 N 68TH PL	PARADISE VALLEY	AZ	85253
WIETRZNY STEVEN	1810 W MOODY	PHOENIX	AZ	85041
WILKENS FAMILY 2007 TRUST	5622 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
WILLIAM J NASSIKAS TRUST	5239 N 69TH PL	PARADISE VALLEY	AZ	85253
WILLIAMS ROBERT GLYNNE/JUNE ALLYSON	4787 TIMBER PL	VICTORIA	BC	V8Y2L6
WILLIAMSON DOUGLAS/RUBIN-WILLIAMS	7027 E SAN MIGUEL AVE	PARADISE VALLEY	AZ	85253
WILLIAMSON HEATHER BLAIRE	7145 E ARLINGTON RD	PARADISE VALLEY	AZ	85253
WILSON TYLER LEE	7146 E BUENA TERRA WY	PARADISE VALLEY	AZ	85253
WINCEL FAMILY REVOCABLE TRUST	5121 N 71ST PL	PARADISE VALLEY	AZ	85253
WINER MARY E	7111 E BALFOUR RD	PARADISE VALLEY	AZ	85253
WOOD JUSTIN MARTIN/ORIANA LEHMAN	5222 N QUAIL RUN PL	PARADISE VALLEY	AZ	85253
ZAFARANA GWYNNE D	5507 N 71ST PL	SCOTTSDALE	AZ	85253
ZINDA ROBERT	7255 E ARLINGTON RD	SCOTTSDALE	AZ	85250
ZOELLNER DUNCAN FAMILY TRUST	5628 N SCOTTSDALE RD	PARADISE VALLEY	AZ	85253
ZOEY826 LLC	7373 N SCOTTSDALE RD STE C140	PARADISE VALLEY	AZ	85253



Feature Information
(1 of 2) [Clear](#) [?](#)

173-18-031A

Owner Information

Owner Name: ONE LEXINGTON LLC

In Care Of:

Property Address: 7000 E VERMONT AVE PARADISE VALLEY 85253

Mailing Address: 509 BEDFORD ST LEXINGTON MA USA 02420

Deed Number: 20230556238

Sale Date: 10/01/2023

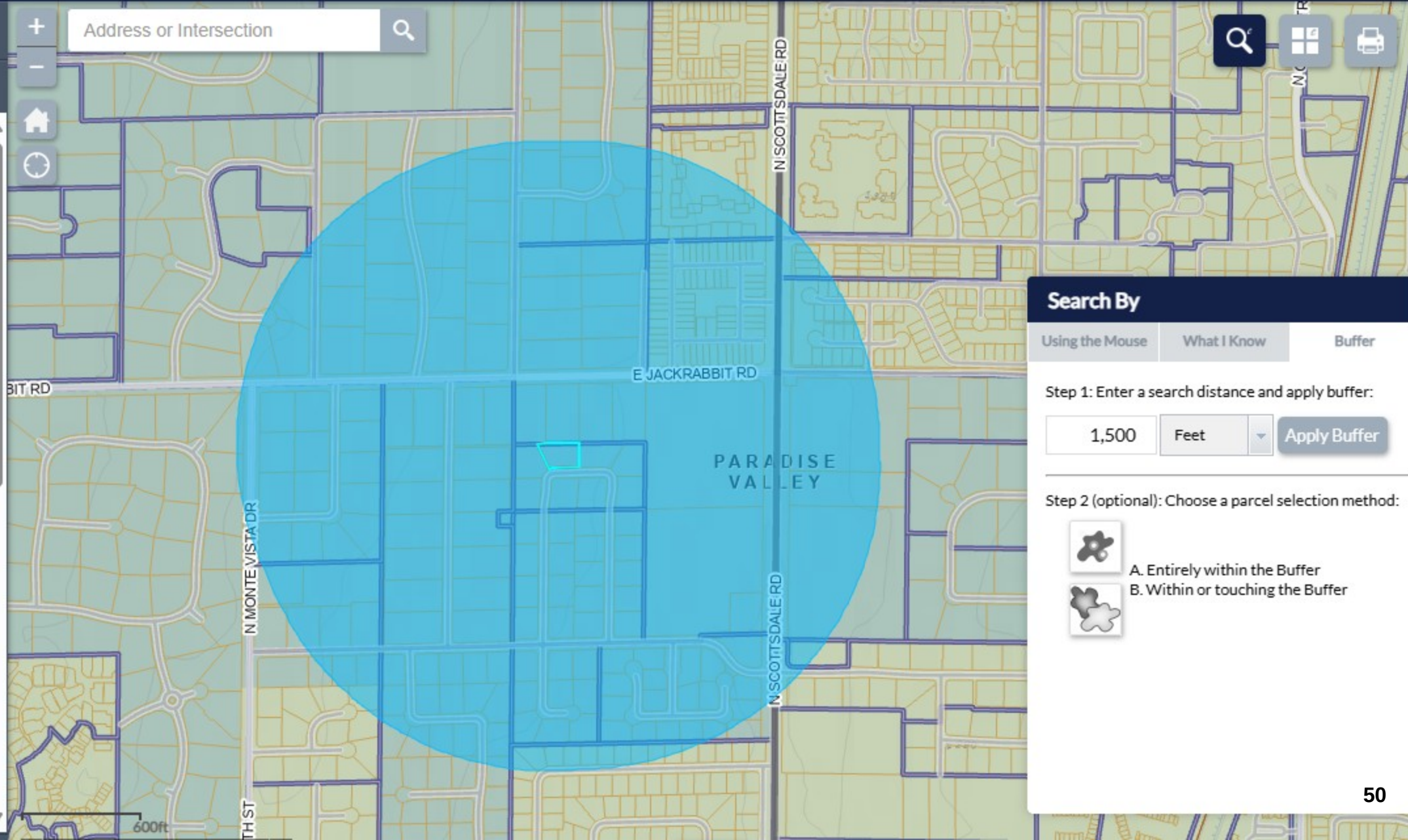
Sale Price: \$1910000

Property Information

Lat/Long: 33.515717, -111.929544

S/T/R: 15 2N 4E

Jurisdiction: PARADISE VALLEY



Search By

Using the Mouse What I Know Buffer

Step 1: Enter a search distance and apply buffer:

1,500

Feet

Apply Buffer

Step 2 (optional): Choose a parcel selection method:



A. Entirely within the Buffer
B. Within or touching the Buffer



COMMUNITY DEVELOPMENT DEPARTMENT VARIANCE APPLICATION GUIDE

Town of Paradise Valley • 6401 East Lincoln Drive • Paradise Valley, Arizona 85253 • Phone: (480) 348-3692

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE TOWN OF PARADISE VALLEY BOARD OF ADJUSTMENT WILL HOLD A HEARING ON THE FOLLOWING PROPOSED PROJECT. IF YOU HAVE QUESTIONS ABOUT THIS APPLICATION, PLEASE CALL THE PLANNING DIVISION AT (480) 348-3692.

Applicant/Representative: Paul Rossi/ David Dick Architect

Applicant's Company Name: David Dick Architect

Phone Number: 480-945-1898

E-mail Address: dd@ddarchstudio.com

Project/Property Address: 7000 E Vermont Ave, Paradise Valley, AZ

Zoning: R-18A Acreage: 0.510

Project Narrative:

In order for the Rossis to reasonably enjoy their property in a safe and functional manner, we are requesting a small adjustment to the swimming pool setback that would reduce it from 20'0" to 14'0". Based on the town's recommendations, the rear yard has been re-designed to minimize the requested setback adjustment while maintaining safety and construction quality. By reducing the size of the pool, the requested setback reduction is 40% smaller than the original request of 10'0". The area of swimming pool that is located in the setback was also reduced from 529 square feet to 219 square feet. This amounts to a 41% reduction in the total area of the pool that falls in the setback significantly minimizing the scale of this variance request.

Discussion & Possible Action of a variance from the Zoning Ordinance, Article VII, (R-18 and R-18A) Single-Family Residential Districts, to allow a pool to encroach into the setback.

MEETING DATE/ TIME/PLACE

Meeting Date: Wednesday, November 5, 2025

Meeting Time: 5:30 pm

Meeting Place: Town of Paradise Valley Town Hall Building. 6401 E. Lincoln Drive. Paradise Valley, AZ 85253
Planning Division: 480-348-3692

AFFIDAVIT OF POSTING

STATE OF ARIZONA)

) ss:

County of Maricopa)

I, DAVID DICK, depose and state that the attached notice, of proposed application for VARIANCE located at 7000 E Vermont Ave for the (Planning Commission/Town Council/Board of Adjustment/Hillside Committee) meeting date of Nov. 5th, 2025 is a true and correct copy of a notice which I cause to be posted by the following day of the week _____, and on the following date Oct. 2nd, 2025 in the following location(s):

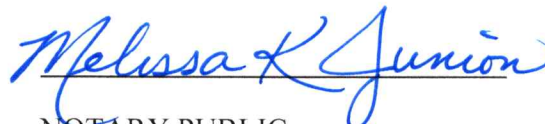
All in the Town of Paradise Valley, Arizona and County and State aforesaid, the same being public places in said County and in the following locations:

All to the Town of Paradise Valley, Arizona and County and State aforesaid.

DATED this 2nd day of October, 2025

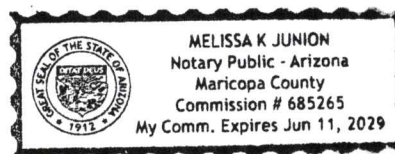

Signature

This affidavit was SUBSCRIBED AND SWORN to before me this 2nd day of October, 2025


NOTARY PUBLIC

My commission expires:

June 11, 2029







COMMUNITY DEVELOPMENT DEPARTMENT

AFFIDAVIT OF MAILING NOTIFICATION

Town of Paradise Valley • 6401 East Lincoln Drive • Paradise Valley, Arizona 85253 • Phone: (480) 348-3692

STATE OF ARIZONA)
) ss:
County of Maricopa)

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that all the property owners within 1,500 feet of the property, as obtained from the Maricopa County Assessor's Office on September 16, 2025, for the proposed variance has been mailed on the following date October 9th, 20 25.

(This property list shall not be older than thirty (30) days at the time of filing of the application).

Melissa K. Junion

The foregoing instrument was acknowledged by me this 9th day of October, 20 25, by Melissa K. Junion.
Name



Christine A. Leitch
NOTARY PUBLIC

My commission expires:

7-18-2028

AFFIDAVIT OF PUBLICATION

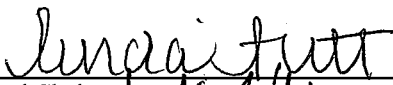
Duncan Miller
Town Of Paradise Valley
6401 E Lincoln DR
Paradise Valley AZ 85253-4328

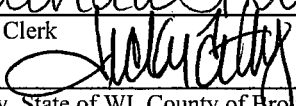
STATE OF WISCONSIN, COUNTY OF BROWN

The Arizona Business Gazette Republic Edition, a newspaper published in the city of Phoenix and general circulation in the counties of Pima, Maricopa, Coconino and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

PNI AZ Business Gazette Rep Ed 10/18/2025
PNI azcentral.com 10/18/2025

and that the fees charged are legal.
Sworn to and subscribed before on 10/18/2025



Legal Clerk


Notary, State of WI, County of Brown
9/19/29

My commission expires

Publication Cost:	\$65.52	
Tax Amount:	\$0.00	
Payment Cost:	\$65.52	
Order No:	11731784	# of Copies:
Customer No:	1387287	0
PO #:	LAZS0383330	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

**NOTICE OF PUBLIC HEARING
TOWN OF PARADISE VALLEY**

Notice is hereby given that the Town of Paradise Valley Board of Adjustment will hold a public hearing at 5:30 p.m. on Wednesday, November 5, 2025, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for: PUBLIC HEARING: Discussion and Possible Action on a variance from the Zoning Ordinance, Article VII, (R-18 and R-18A) Single Family Residential Districts, to allow a pool to encroach into the north/rear yard setback. The property is located at 7000 E Vermont Avenue (Assessor's Parcel Number 173-18-031A). If you have questions about this application, please call Planner II Brandon McMahon with the Planning Department at (480) 348-3531. Notice is hereby given pursuant to A.R.S. §38-431.02. that members of the Board of Adjustment may attend by audio/video conference call. The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 483-1811 (TDD) to request accommodation. For further information about any of these matters, please contact the Community Development Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480- 348-3692. All agendas are subject to change. You can view the agenda, find application material, and provide your input via eComment approximately 4-6 days prior to the meeting date at <https://paradisevalleyaz.legistar.com/Calendar.aspx>. You may also contact the staff liaison, Brandon McMahon on this application at bcmcmahon@paradisevalleyaz.gov or 480-348-3531 at any time before the scheduled meeting date.

October 18 2025
LAZS0383330

TOWN OF PARADISE VALLEY

Case BA-25-08
7000 Vermont Avenue
Pool Setback Variance

**Board of Adjustment
November 5, 2025**



TODAY'S GOAL

- Review and take action on variance request:
 - Allow a new pool to encroach into the rear yard setback requirement found within Article VII.



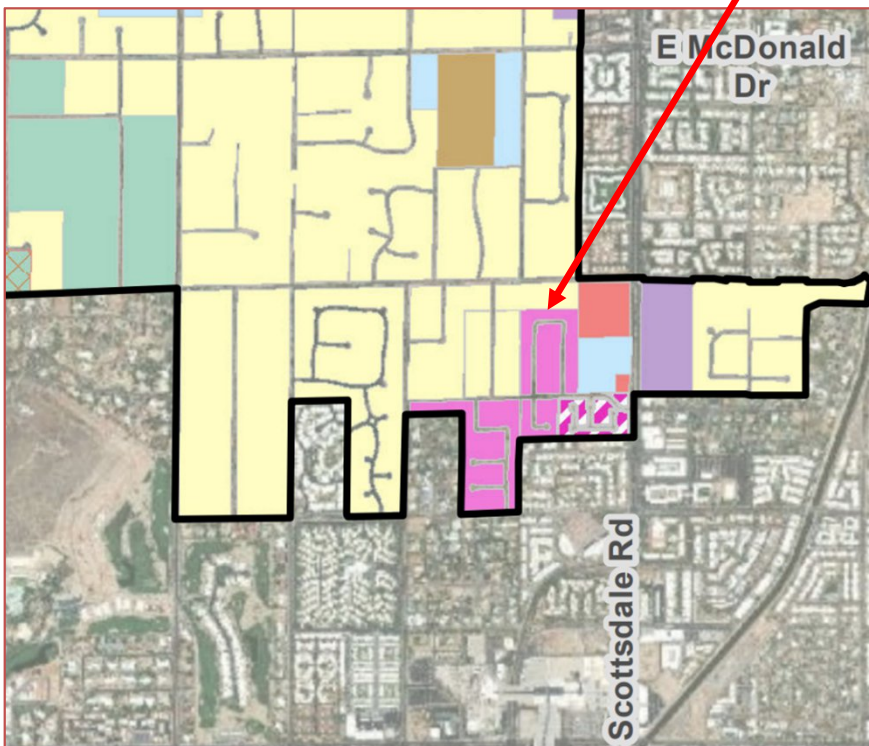
AGENDA

- Background
- Scope of Request
- Analysis & Recommendation
- Action



VICINITY MAP

Subject Property



HISTORY

September 27, 1979	Building permit for new single-family residence
April 29, 1980	Building permit for new fence walls
February 20, 1980	Building permit for new pool
March 25, 1981	Building permit for new fence walls
February 25, 1992	Plumbing permit for gas line to spa heater
May 21, 1998	Building permit to enclose courtyard and add garage
September 19, 2024	Building permit for remodel and addition
June 25, 2025	Building permit for new fence walls (ready to issue)
July 23, 2025	Building permit for outdoor fireplace and firepit

SCOPE OF REQUEST

- Pool to Encroach in 20' rear yard setback
- Setbacks:
 - o Pool:
 - 14' from North/Rear Property Line
 - 438 Sq Ft
 - 219 Sq Ft Encroachment



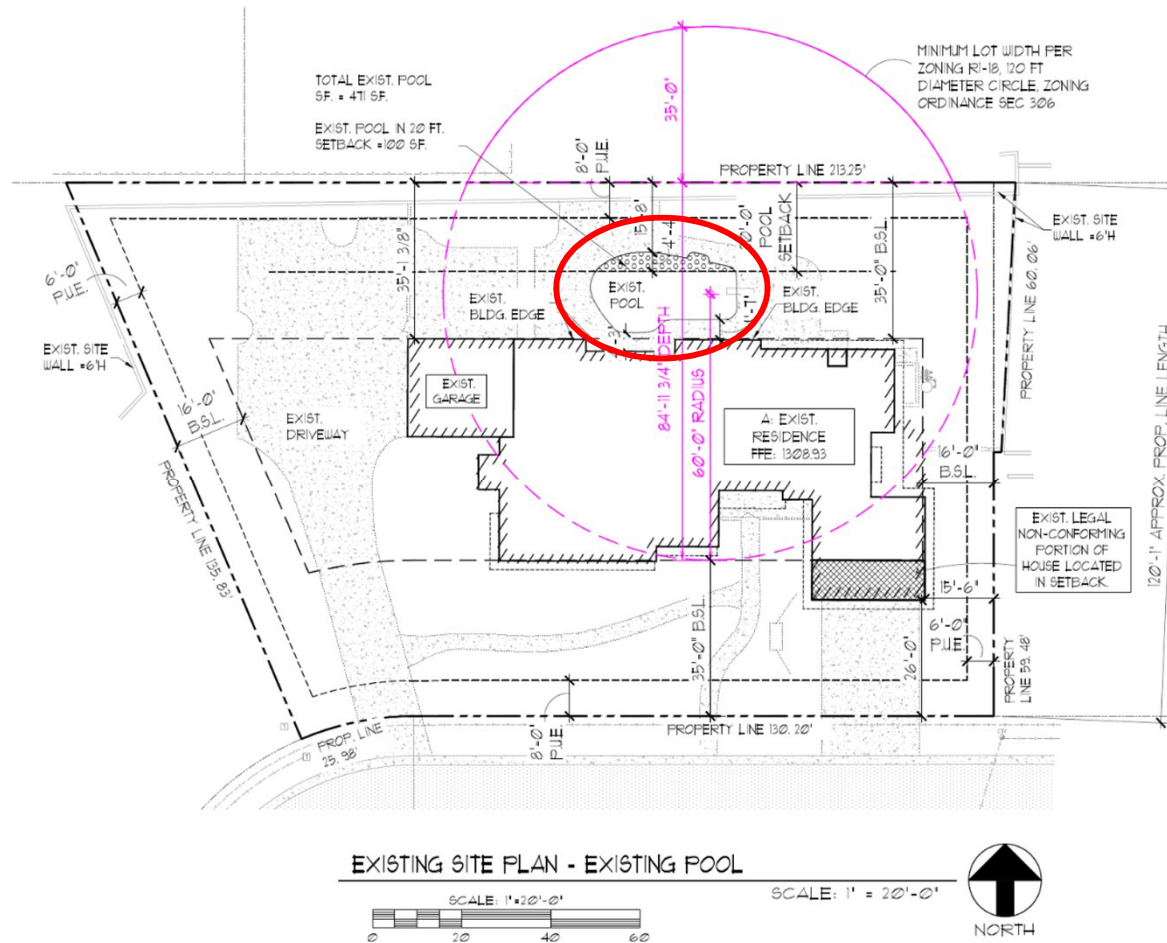
SCOPE OF REQUEST (CONT'D)

<i>Zoning Ordinance</i>	<i>Proposed Pool</i>
40' Front Yard Setback	94' (+/-)
20' Side Yard Setback (West)	50' 6" (+/-)
20' Side Yard Setback (East)	126' 3" (+/-)
20' Rear Yard Setback	14'

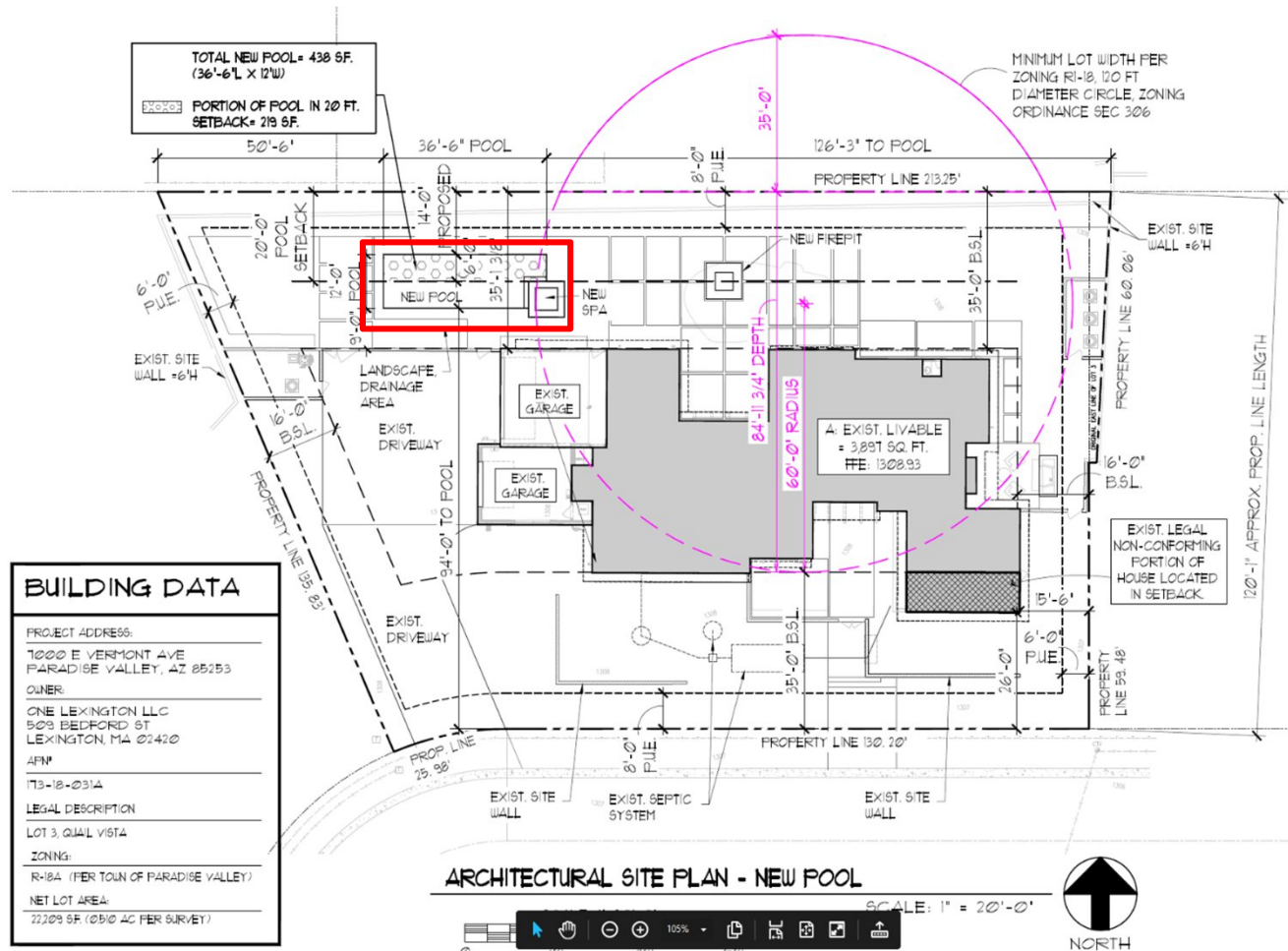
Subdivision was platted in the Town in 1977. Article 7 (under Ordinance 180) was incorporated into the Town Zoning Ordinance in April 1981.



SITE PLAN (EXISTING)

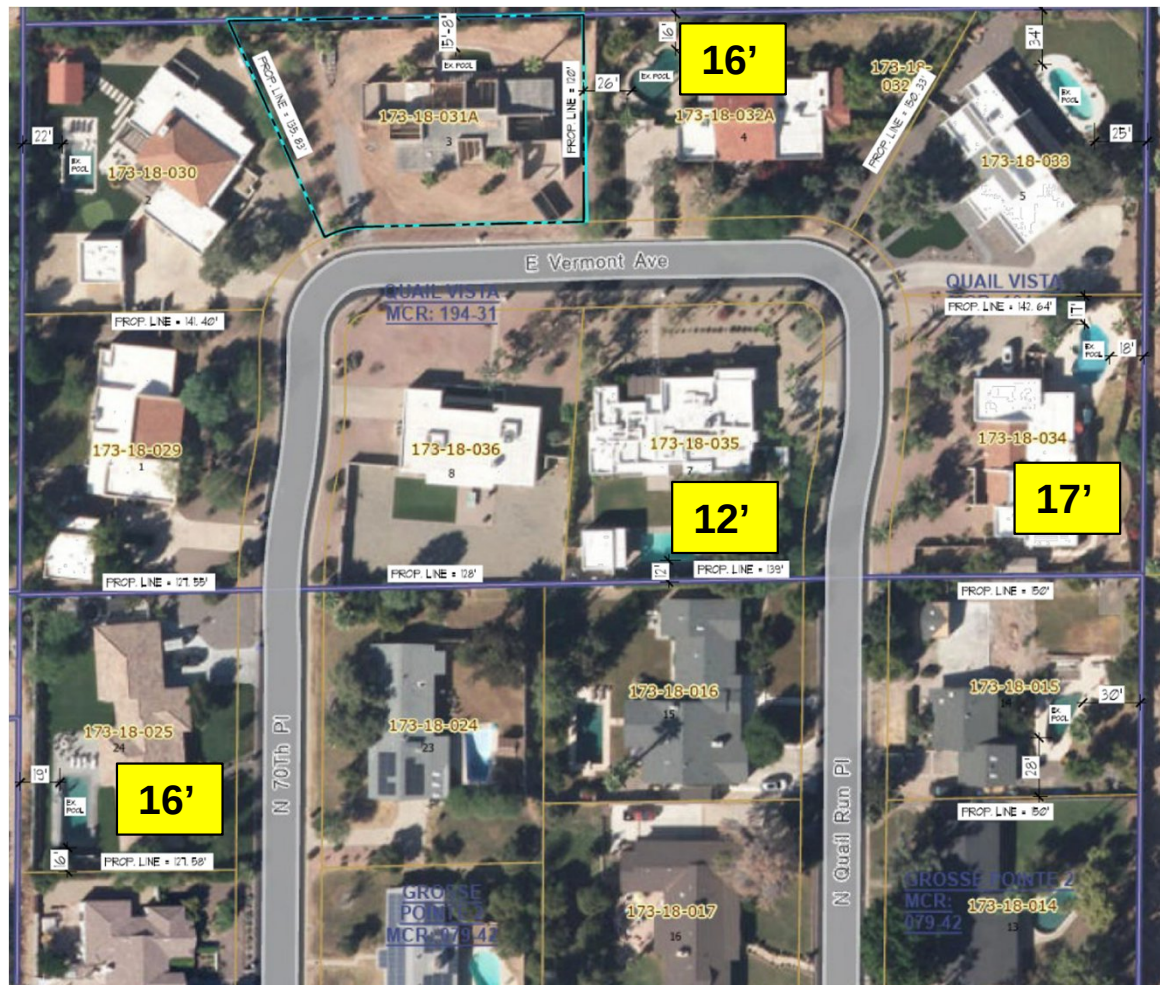


SITE PLAN (PROPOSED)





NEIGHBORHOOD POOL SETBACKS



ANALYSIS

- Property hardships that warrant variance:
 - Shallow Depth:
 - Lot 120' deep
 - Code requires 155' (if platted today)
 - Additional depth would enable code compliant pool/spa
 - Platted in 1977
 - Setback encroachment not atypical since several neighboring properties have existing non-conforming pools

PUBLIC COMMENT/NOTIFICATION

- Notification mailed on October 9th
- Site posted on October 2nd
- Newspaper legal advertisement October 18th
- Affidavits provided
- 3 letters of support provided



STAFF RECOMMENDATION

MOTION

It is recommended that the Board of Adjustment [approve] Case No. BA-25-08, a request by David Dick, on behalf of Paul Rossi property owner of 7000 E Vermont Avenue; for a variance from the Zoning Ordinance, Article VII, (R-18 and R-18A) Single Family Residential Districts, to allow a pool to encroach into the north/rear yard setback.

REASONS FOR APPROVAL

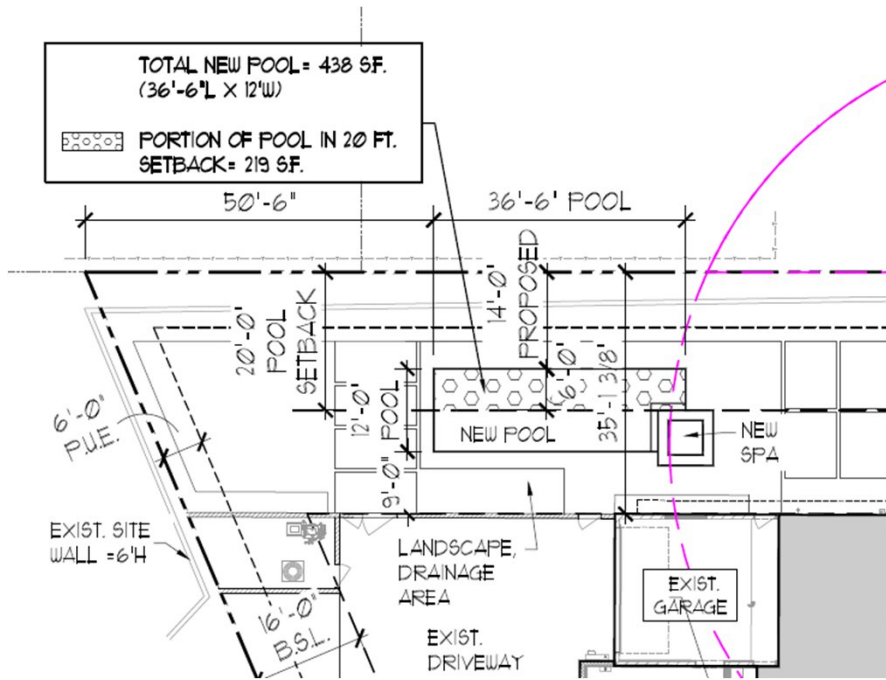
Staff finds that there are special circumstances, applicable to only the subject lot, meeting all three variance criteria.

POSSIBLE ACTIONS

1. Approve with stipulations:
 - a. Improvements in compliance with submitted plans and documents
 - b. Must obtain required building permits and inspections from Building Division
2. Deny
3. Continue for further review



QUESTIONS?





Action Report

File #: 25-200

AGENDA TITLE:
Approval of September 3, 2025 Board of Adjustment Minutes.

STAFF CONTACT:



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Minutes – Draft

Board of Adjustment

Chair Eric Leibsohn
Boardmember Ken Barnes
Boardmember Joseph Contadino
Boardmember James Kuykendall
Boardmember Hope Ozer
Boardmember Bill Petsas
Boardmember Quinn Williams

Wednesday, September 3, 2025

5:30 PM

Council Chambers

1. CALL TO ORDER

Chair Leibsohn called the meeting to order at 5:32 PM.

STAFF MEMBERS PRESENT

Town Attorney John Gaylord
Community Development Director Chad Weaver
Senior Planner George Burton
Town Planner II Brandon McMahon
Lead Management Specialist Cherise Fullbright

2. ROLL CALL

Present – Chair Eric Leibsohn
Boardmember Ken Barnes
Boardmember Joseph Contadino
Boardmember Hope Ozer
Boardmember Bill Petsas
Boardmember Quinn Williams

Absent – Boardmember James Kuykendall

3. EXECUTIVE SESSION

4. STUDY SESSION ITEMS

5. PUBLIC HEARINGS

**A. 25-176 Discussion and Possible Action on a request to
Continue Case No. BA-25-02
Amin Variance – 6521 N 40th Place (APN 169-52-020)
Variance to allow a new single-family residence to encroach
beyond the allowable height limits**

Mr. Burton noted that the applicant was not present. He added that a continuance was being requested by the applicant, as the applicant is trying to modify the design and

eliminate the need for a variance. Mr. Burton stated that the next meeting would be October 8th.

Chair Leibsohn agreed to approve a continuance to the October 8th meeting date.

A motion was made by Boardmember Ozer, seconded by Boardmember Barnes to continue item 25-176 to the October 8th, 2025 meeting date. The motion passed by the following vote:

Aye: **6** – Chair Leibsohn, Boardmember Barnes, Boardmember Contadino, Boardmember Ozer, Boardmember Petsas, Boardmember Williams

Absent: **1** – Boardmember Kuykendall

**B. 25-170 Discussion and Possible Action on Case No. BA-25-06
Westbrook Variance – 6341 N 34th Place (APN 164-05-023)
Variance to exceed the maximum allowable retaining wall height**

Mr. McMahon presented the item. He showed a vicinity map then shared details about site conditions, history of the lot, and scope of the request. Mr. McMahon also displayed a site plan and site photos while addressing the wall sections. He noted that the property hardships warranted the request and staff were recommending approval. Public comment was mentioned.

Boardmember Ozer asked if there was anything the Board needed to do to give staff the ability to approve these types of items in the future.

Mr. Gaylord stated there was not anything that could be done tonight; however, staff could explore ways to accomplish these items being reviewed at the staff level.

Boardmember Barnes questioned the configuration of the current drainage easement. He asked if the newly proposed wall would fall within the easement or if the easement must be modified so the wall sat outside it.

Mr. McMahon showed a site plan and confirmed that the easement would be contoured to allow for the wall to reside outside of the easement.

Chair Leibsohn echoed staffs' belief that there were hardships. He wondered if the wall was measured from lowest natural grade or lowest point on the site, then called on the applicant.

Mr. McMahon advised that the wall height was measured from the exterior finished grade. Additionally, since the wall was over the allowable height limit, a variance was sought.

Gary Miller, with KBell Engineering, explained that there was bedrock on the site, so the area could not be filled in. He also explained that the new easement would run alongside the wall, but the wall would not be in the easement. He stated that there was a need for the new wall because soils around the house were very unstable.

Chair Leibsohn opened the public hearing at 5:50 PM. No comment was received, and the public hearing was closed.

A motion was made by Boardmember Ozer, seconded by Boardmember Barnes to approve item 25-170 subject to the stipulations in the staff report. The motion passed by the following vote:

Aye: **6** – Chair Leibsohn, Boardmember Barnes, Boardmember Contadino, Boardmember Ozer, Boardmember Petsas, Boardmember Williams

Absent: **1** – Boardmember Kuykendall

**C. 25-174 Discussion and Possible Action on Case No. BA-25-04
Legacy Hill Acquisition LLC Variance – 7102 N 57th Place (APN
169-55-033E)
Variance to allow an addition to the house to encroach into the
rear yard setback**

Mr. Burton presented the variance request for a hillside lot. He discussed the background, site conditions, lot history, including previous variances and permits, and scope of the request. Mr. Burton also displayed a site plan, vicinity map, aerial photo, and elevation plans. Staff believed that there are property hardships warranting the request, so approval was recommended.

Thomas Galvin, attorney with Law Rose Group, shared details of the unique property constraints. He explained how all 3 variance criteria have been met.

Boardmember Ozer asked for additional information about a recent issue with the current driveway.

The property owner explained that the family had recently experienced a scenario where they could not get the car out of the driveway because of the tandem garage layout.

Chair Leibsohn opened the public hearing at 6:05 PM.

Steven Schaffner, a resident who has lived in area for some time, stated that he had questions about the notice that was sent out and wanted to be knowledgeable of what was going on, but he was not in favor of or against the project. He asked what impact the project would have on nearby neighbors. He expressed concerns with long construction periods, jackhammering, noise, and water runoff.

Mr. Galvin affirmed that all applicable ordinances regarding noise would be followed. He added that the project met all necessary requirements.

Mark Candelaria, architect on the project, addressed concerns from Mr. Schaffner. He noted that the location of the proposed addition was mostly graded so there would not be a huge impact as far as jackhammering. He noted that water runoff would be addressed during the hillside process.

Chair Leibsohn closed the public hearing at 6:09 PM.

Boardmember Williams asked if the approval would be subject to a stipulation that the project receive formal approval from the Hillside Building Committee.

Mr. Burton confirmed that the approval would be subject to a stipulation for Hillside approval.

Chair Leibsohn welcomed a motion.

A motion was made by Boardmember Ozer, seconded by Boardmember Contadino to approve item 25-174 subject to the stipulations in the staff report. The motion passed by the following vote:

Aye: 6 – Chair Leibsohn, Boardmember Barnes, Boardmember Contadino, Boardmember Ozer, Boardmember Petsas, Boardmember Williams
Absent: 1 – Boardmember Kuykendall

**D. 25-175 Discussion and Possible Action on Case No. BA-25-07
Vanden Eykel Variance – 6528 N Hillside Drive (APN 169-46-034)
Variance to allow an existing nonconforming carport that
encroaches into the setback to be converted into a garage**

Mr. Burton presented the item. He started by showing a vicinity map then shared details related to the current site conditions, history and scope of the request. He also displayed a site plan to show the wash and septic locations which created a restrictive building envelope. An elevation plan, renderings, and site photos were also presented. Mr. Burton noted that public comment had not been received, and staff were recommending approval.

Boardmember Barnes asked if the project would change the footprint.

Mr. Burton noted that the existing footprint would remain.

Boardmember Contadino wondered if the home was originally constructed within the County's setback requirements.

Mr. Burton was unable to answer as he was not aware of the setback requirements at the time the home was built.

Chair Leibsohn invited the applicant to present.

Maury Vanden Eykel, the applicant and property owner, presented a proposal for the home originally built in 1962. He explained that his goal was to bring the house up to current standards and keep it intact versus bulldozing it. He briefly touched on the hardships of the lot. He noted that there was no change to the existing roof overhang, which is currently present for the carport, no change to the existing 8' encroachment, and no change to the height of the garage. Some square footage would be added to the home by enclosing the existing atrium.

Boardmember Barnes commended the applicant for maintaining and restoring the existing structure which is part of the fabric of the town. He noted there have been many teardowns.

Mr. Vanden Eykel stated that the paint color would be the biggest change on the house. It was time for the red, green, and purple to go.

Boardmember Contadino questioned if the modifications would impact exterior elevations.

Mr. Vanden Eykel explained that the garage area would remain intact so the only modification to the roof would be in the southeast corner where 12' beams were present. He expressed a desire to have a uniform ceiling.

Chair Leibsohn opened the public hearing at 6:26 PM.

Nick Rev, a representative of AJ Gieringer, voiced support for the project. He noted that Mr. Gieringer, a neighbor to the north, was out of town but he was in favor of the plans and wrote a letter of support.

Chair Leibsohn closed the public hearing at 6:26 PM. He welcomed a motion.

A motion was made by Boardmember Contadino, seconded by Boardmember Barnes, to approve item 25-143 subject to the stipulations in the staff report. The motion carried by the following vote:

Aye: 6 – Chair Leibsohn, Boardmember Barnes, Boardmember Contadino,
Boardmember Ozer, Boardmember Petsas, Boardmember Williams

Absent: 1 – Boardmember Kuykendall

6. ACTION ITEMS

7. CONSENT AGENDA

A. 25-177 Approval of June 4, 2025 Board of Adjustment Minutes.

Boardmember Ozer noted there was a minor clerical edit to the minutes.

A motion was made by Boardmember Contadino, seconded by Boardmember Petsas, to approve the June 4, 2025 Board of Adjustment Minutes as presented. The motion carried with the following vote:

Aye: 6 – Chair Leibsohn, Boardmember Barnes, Boardmember Contadino,
Boardmember Ozer, Boardmember Petsas, Boardmember Williams

Absent: 1 – Boardmember Kuykendall

8. STAFF REPORTS

9. PUBLIC BODY REPORTS

10. FUTURE AGENDA ITEMS

Mr. Burton stated that the only item expected for the October meeting would be the item continued today's date. He stated that if the item did not end up moving forward with a variance, the meeting would be cancelled, and notice would be sent to the Board.

Boardmember Ozer asked if Zoom would be an option if only the continued item was on the agenda.

Chair Leibsohn suggested continuing the item until November.

Scheduling was discussed among the Board and Staff. It was agreed that Zoom appearance would be allowable at the October meeting if there was another continuation on the agenda.

Chair Leibsohn noted he would be absent for the November meeting and asked that Boardmember Ozer of Williams serve as Chair in his absence.

11. ADJOURNMENT

A motion was made by Boardmember Ozer, seconded by Chair Leibsohn, to adjourn the meeting at 6:35 PM. The motion carried with the following vote:

Aye: **6** – Chair Leibsohn, Boardmember Barnes, Boardmember Contadino, Boardmember Ozer, Boardmember Petsas, Boardmember Williams

Absent: **1** – Boardmember Kuykendall

Paradise Valley Board of Adjustment

By: _____
Cherise Fullbright, Secretary