

April 16, 2018

<u>Verma Residence</u> 6823 E. Lincoln Dr, Paradise Valley AZ 85253

To the Board of Adjustment for Variance

Enclosed for your consideration regarding a variance, are 14 sets of the following materials:

- Application to board of adjustment for Variance
- Site Legal Description
- Narrative
- Property Title
- Aerial photos of site from: 2016, 2001, 1996, 1986, 1979, 1976, 1969, 1951, 1949
- Neighbor mailing list & signed Affidavit (from a 1,500-foot radius round the property)
- 1500-foot buffer graphic around property
- Affidavit of site sign posting with images of post
- Current condition vs. proposed design
- Neighbor letters in support of Variance
- 3D model images from different angles of proposed Residence on property
- 8 ½ x11 Civil survey plan
- 8 ½ x11 Architectural site plan (A1.1)
- 8 ½ x11 Floor plan showing the area extending over the 40' setback line (A2.1)
- 8 ½ x11 Architectural Roof Plan showing the area extending over the 40' setback line (A4.1)
- 8 ½ x11 Architectural Elevations of proposed residence (A5.1)
- 1 Electronic copy on CD of all listed material and documents

Full sized plans:

- Civil survey plan
- Architectural site plan (A1.1)
- Floor plan showing the area extending over the 40' setback line (A2.1)
- Architectural Roof Plan showing the area extending over the 40' setback line (A4.1)
- Architectural Elevations of proposed residence (A5.1)

Should you have any questions, please feel free to reach out to us at any time! Thank you in advance!

Mark Candelaria, Principal

Candelaria Design Associates, LLC



APPLICATION TO BOARD OF ADJUSTMENT FOR VARIANCE

DATE: 03-05-2018 LOCATION OF PROPERTY: 6823 E. LINCOLN DRIVE VALLEY, AZ 85 253 SEE ATTACH NEUT LEGAL DESCRIPTION: OWNER: AVTAR C. VERMA 1038 W. SOUTHER N. AVE. 60Z ENGINEER/OTHER: NICK PRODANOV SIGNATURE N. CENTRAL AVE. SUITE 288 8808 PHOENIX . # 2 85 020 ADDRESS PHONE # APPLICANT/ REPRESENTATIVE: 1002-604-2001 THE ABOVE APPLICANT HEREBY APPLIES FOR A VARIANCE AS INDICATED BELOW IN ACCORDANCE WITH THE ZONING ORDINANCE AND SECTION 2-5-3 OF THE CODE OF ORDINANCES OF THE TOWN OF PARADISE VALLEY. STATE HARDSHIP INVOLVED OR GROUNDS FOR APPEAL TO THE BOARD OF ADJUSTMENT. (Please attach additional sheets as necessary).



Verma Residence

6823 E. LINCOLN DR, PARADISE VALLEY AZ 85253

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10;

THENCE NORTH 88 DEGREES 17 MINUTES 56 SECONDS EAST, 335.25 FEET ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 10;

THENCE SOUTH 0 DEGREES 05 MINUTES 29 SECONDS WEST, 33.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0 DEGREES 09 MINUTES 29 SECONDS WEST, 298.59 FEET;

THENCE NORTH 45 DEGREES 15 MINUTES 53 SECONDS WEST, A DISTANCE OF 424.11 FEET;

THENCE NORTH 88 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 302.14 FEET TO THE TRUE POINT OF BEGINNING.



April 16th, 2018

<u>Verma Residence</u> 6823 E. Lincoln Dr. Paradise Valley AZ 85253

NARRATIVE: BACKGROUND AND EXISTING CONDITIONS:

The lot located at 6823 East Lincoln Drive with APN: 174-63-008A and currently owned by Mr. Avtar Verma, was annexed to the Town of Paradise Valley in 1961 and property is currently zoned as R-43. The existing home was built in 1959 prior to annexation, and Mr. Verma purchased this lot on July 1, 2015. On March 4th, 1958 an electrical easement was established along Lincoln Drive, therefore the easement is positioned on the north end of the property. The existing home built in 1959 (and prior to been annexed to the Town of Paradise Valley), does not comply with the determined rear yard setbacks as it stands, see exhibit attached.

The unique shape of the lot provides areas within the allowed build-able zone that are unusable and/or unbuildable, as of the nature of the triangular shaped platted lot. In fact, the 165' diameter circle requirement for a standard lot cannot be met with this lot. The lot was created prior to annexation into the Town. The Town of Paradise Valley's future plan to potentially widen Lincoln Drive in creating a roadway easement along the north property line of the lot will expose the Verma Family home to be setback only 8 feet from future expansion of Lincoln Drive if the house is positioned at the allowable 40'-0" front yard setback, and because of the shape of the lot it becomes more and more difficult and squeezed to push the home further away from Lincoln, whereas other R-43 zoned properties are required to provide a front yard setback of 40 feet. It is our petition to shift the home 20 feet into the 40 feet designated rear yard setback so as to treat the rear yard as a side yard. This will then allow for a 21'-5" feet front yard setback provision from the edge of the roadway easement if and when Lincoln Drive is widened in lieu of the 8 feet that will currently happen if the variance of the rear yard setback (40 feet) is not treated as a side yard setback (20 feet), allowing for proper landscape buffer and meandering sidewalk that the Town of Paradise Valley is considering within the roadway easement. Between Lincoln Drive traffic and the Verma Family home, especially as Ritz-Carlton's development progresses and traffic in Lincoln will only get busier as the intent of the owner is to alleviate the proximity of their home to the potentially future widened Lincoln Drive road.

The building envelope for a standard rectangular shaped R-43 zoned, 1-acre lot provides a rectangular building envelope that can be developed is 23,000 s.f. Due to the triangular shaped lot that the Verma Family owns, the allowable building envelope size is 17,017.5 s.f, and because of its unique configuration, portions of the building envelope become unusable and unbuildable.

In looking at the neighbor's property located at 6341 N. Mockingbird, which has the same lot configuration as the Verma Family lot, their designated rear yard is also currently been encroached by their main house into the 40'-0" rear yard setback. Their current detached structure also encroaches within the allowable 20'-0" rear yard setback.

SCOPE OF THE VARIANCE REQUEST:

Due to the unique triangular shape of this R-43 zoned single-family residence lot, and the encroachment of the roadway easement for the eventual widening of Lincoln Drive our client has a very evident hardship that meets the criteria tests noted below and thus we request a variance to treat the angled rear yard setback as a side yard setback.

VARIANCE CRITERIA:

- 1. "Such Variance... will serve not merely as a convenience to the applicant, but [is] necessary to alleviate some demonstrable hardship or difficulty so great as warrant a variance under the circumstances." (Town Code Section 2-5-3 (C)2).
 - The request of the variance to treat the angled rear yard as side yard setback due to the triangular shaped lot, and due to the unique roadway easement along the front setback for the widening of Lincoln which will result in the shift of the home from Lincoln Drive to accommodate more of a landscape buffer from the potential widening of Lincoln Drive to the home. Both the triangular shape of the non-conforming lot in combination with the Lincoln Drive right-of-way dedication leaves very little space to build a comparable home typically found in Paradise Valley on a one-acre lot and meet the



setback requirements established by these two unique constraints. In 1976, based on the aerial views, Lincoln Drive was widened from a single lane to a two-lane road.

- The "special circumstances, hardship, or difficulty [do not] arise out of misunderstanding or mistake..." (Town Code Section 2-5-3©4(b).
 - This triangular shaped lot does not meet the 165' diameter circle requirement required for a standard lot in Paradise Valley. This lot was created before the annexation by the Town of Paradise Valley and the potential future widening of Lincoln Drive was anticipated and this easement most definitely creates a hardship to the usability of this non-conforming lot with anything comparable to other one acre lots in Paradise Valley.
- 3. "Such variance from..." the strict application of the terms of [the Zoning Ordinance] ...are in harmony with its general purposes and intents..." (Town Code Section 2-5-3©2).
 - The proposed home design complies with lot coverage and height restrictions as determined by the Zoning Ordinance for R-43 zoned single home lots. We are proposing to place 1,996 square feet of building space within this 20' space of the overall 40' rear setback. This equates to 21.7% of the building footprint that occupies the allowed setback space. Thus it is clear that we are not building more than 50% of the main house in this 20' rear yard setback area and without the variance we would be allowed to build 50% of the main house $(11,202 \times 50\% = 5,601 \text{ sf})$ in this 20' setback with a 10' separation. Therefore, we are significantly less than what we could build in this same space however, we would have to reduce the main home in order to comply with the 10' separation. In addition, any accessory structures would need to be no higher than 16' and all of our heights of that portion of the connected structure in this 20' zone complies with this accessory structure height. Accordingly, the impact on the adjoining neighbor is no more than what could be expected from allowed accessory structures. The Verma Family wants the main home to be a size that is comparable with other homes on 1 acre lots in Paradise Valley versus a smaller main home and a lot of accessory structure space with a tight 10' space in between. This variance allows them to have as much of a contiguous back yard as possible and give them relief from the expansion of the roadway easement of Lincoln when that occurs.
- 4. "The special circumstances, hardship or difficulty applicable to the property are [not] self-imposed by the property owner, or "predecessor" (Town Code Section 2-5-3©4.).
 - This lot was annexed to the Town of Paradise Valley in 1961. The existing house was built on 1959, which does not comply with the rear yard setback. These conditions were created many years ago when the lot was platted and then further compromised with the creation of the roadway easement along Lincoln Drive.
- 5. "Because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the zoning ordinance will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district." (Arizona Revised Statutes 9-462.06(G)(2)).
- With the current roadway easement and potential future widening of Lincoln Drive, it will be detrimental to the value of the property by having the home setback only 8 feet from an arterial street in lieu of the 40 feet required by the R-43 zoned properties and the Town of Paradise Valley Zoning Ordinance. The triangular shape and 40' rear yard setback along the angled property line actually creates a connection of the rear setback with the front setback, this then combined with the Lincoln roadway easement and the fact the lot is not wide enough to accommodate the required 165' diameter, severely restricts the use of the full one acre enjoyed by other properties of the same classification in the same zoning district. In any zoned R-43 typical property: a 40'-0" setback front yard, 40'-0" setback rear yard (for primary structures and 20'-0" rear yard setback for accessory structures) and 2 side yards of 20'-0" setbacks are designated. In the Verma property, we do not have that second 20'-0" side yard setback along the property. The building envelope for a standard rectangular shaped R-43 zoned, 1-acre lot provides a rectangular building envelope that can be developed is 23,000 s.f. Due to the triangular shaped lot that the Verma Family owns, the allowable building envelope size is 17,017.5 s.f, and because of its unique configuration, portions of the building envelope become unusable and unbuildable.



- 6. The variance would not "constitute a grant of special privilege consistent with the limitations upon other properties in the vicinity and zone in which such property is located." (Arizona Revised Statutes 9-462.06(G)(2)).
 - Every property in the R-43 zoning district within the Town of Paradise Valley enjoys a minimum of a 40 feet landscape front yard setback between street and home which allows for a proper transition from street to home and allows for space to mitigate the transition and noise transfer from traffic to home. On this property, only 8 feet of separation between Lincoln and the 40' front setback will be provided once the Lincoln Drive expansion occurs. By allowing us to push the home back 20' into the angled 40' rear yard setback we will be granted the same buffer and distance from Lincoln that square and rectangular lots are afforded.

Should you have any questions please feel free to reach out to us! Thank you in advance!

Mark Candelaria, Principal Candelaria Design Associates, LLC



Pioneer Title Agency, Inc.

Avtar C. Verma 5474 E. Desert Show Dr. Paradise Valley, AZ 85253

Enclosed is your title insurance policy. Your policy of title insurance is an important record. It provides you with valuable protection of your interest in real property.

Pioneer Title Agency, Inc. sincerely appreciates the opportunity of having served you in this transaction. Please specify Pioneer Title Agency, Inc.for all your future title insurance needs.

OWNER'S POLICY OF TITLE INSURANCE



Policy Number: OX 09692123

Old Republic National Title Insurance Company

Issued By

Pioneer Title Agency, Inc.

7310 N. 16th Street, Suite 250 Phoenix, AZ 85020 (602) 943-0184

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss fom:

(a) A defect in the Title caused by

(i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;

(ii) failure of any person or Entity to have authorized a transfer or conveyance;

(iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;

(iv) failure to perform those acts necessary to create a document by electronic means authorized by law:

(v) a document executed under a falsified, expired, or otherwise invalid power of attorney;

(vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

(vii) a defective judicial or administrative proceeding.

(b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

- No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(a) the occupancy, use, or enjoyment of the Land;

(b) the character, dimensions, or location of any improvement erected on the Land;

(c) the subdivision of land; or

(d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for vaite without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:

Pioneer Title Agency, Inc.

Authorized Signator

Old Republic National Title Insurance Company 400 Second Avenue South Minneapolis, Minnesota 55401

Mount World Sociology

EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection:
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided underCovered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land". The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to theextent possible, the basis of calculating the amount of the loss or damage.

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
 - To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
 - Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated topay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate,

5 --- or continue any migation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insued,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
 - If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Companyander this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

Pioneer Title Agency, Inc.

SCHEDULE A

File No: 71900230-JMK

Policy No: OX 09692123

Reference No.

Amount of Insurance: \$550,000.00

Premium: 1,331.00

Date of Policy: July 2, 2015 at 4:35 pm

Rate Code: 5.1

Address Reference purportedly known as:

6823 E. Lincoln Dr., Paradise Valley, AZ 85253

1. Name of Insured:

Avtar C. Verma and Satya P. Verma, husband and wife

2. The estate or interest in the Land that is insured by this policy is:

Fee

3. Title is vested in:

Avtar C. Verma and Satya P Verma, Husband and Wife community property with right of survivorship

4. The Land referred to in this policy is located in Maricopa County, Arizona, and is described as follows: See Exhibit A attached hereto and made a part hereof.

Old Republic Italional True Hisurance Company - Issued by

Pioneer Title Agency, Inc.

SCHEDULE A - Continued

File No: 71900230-JMK

Reference No.:

Policy No: **OX 09692123**

Exhibit A

That portion of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section D, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the center of said Section 10;

Thence North 88 degrees 17 minutes 56 seconds East, 335.25 feet along the East-West mid-section line of said Section 10;

Thence South 0 degrees 05 minutes 29 seconds West, 33.02 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 0 degrees 09 minutes 29 seconds West, 298.59 feet;

Thence North 45 degrees 15 minutes 53 seconds West, a distance of 424.11 feet;

Thence North 88 degrees 17 minutes 56 seconds East, a distance of 302.14 feet to the TRUE POINT OF BEGINNING.

Our republic Hational residensial and Company - 155000 by

Pioneer Title Agency, Inc.

File No: 71900230-JMK

Reference No.:

Policy No: OX 09692123

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

2015

- 7. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
- THE EFFECT of a map purporting to show a right of way for road recorded in:

Book

11 of Road Maps

Page

22

- 9. A RESOLUTION by the Board of Supervisors of Maricopa County, Arizona, recorded in Docket 1937, page 489, purporting to establish a roadway 80 feet in width:
- 10. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket

2416

Page

318

Purpose

electric lines and poles and appurtenant facilities

THE ECOPHOTE A THEOREM A TOTAL MILDER THEORY CONTRIBUTED AND MADE BY

Pioneer Title Agency, Inc.

File No: 71900230-JMK

Reference No.:

Policy No: OX 09692123

This policy contains the following Endorsements which are hereby made a part hereof as of the Date of this Policy:

none

NOT A PART OF THIS POLICY TAX INFORMATION SHEET

Any Real Estate Tax not shown as an Exception in Part One of Schedule B of this policy may be ssumed paid.

Real Estate Taxes in Arizona are assessed on a calendar year.

The first installment (one half) is due and payable on the first day of October and delinquent of the first day of November of the tax year.

The second installment (remaining one-half) is due and payable on the first day of October of the tax year, but not due until the first day of March of the year following the tax year and becomes delinquent on the first day of May of the year following the taxyear.

ORT Form 4309A ALTA Owners Policy of Title Insurance 6-17-06



April 16, 2018

<u>Verma Residence</u> 6823 E. Lincoln Dr. Paradise Valley AZ 85253

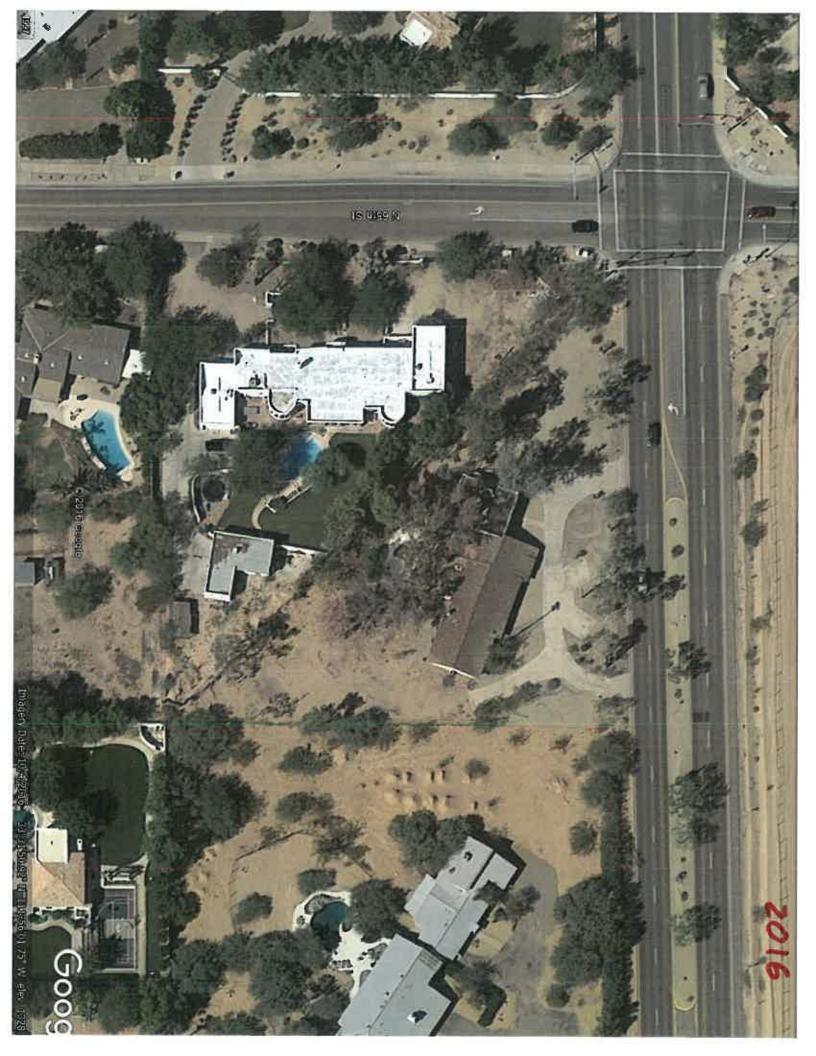
Herial Photos

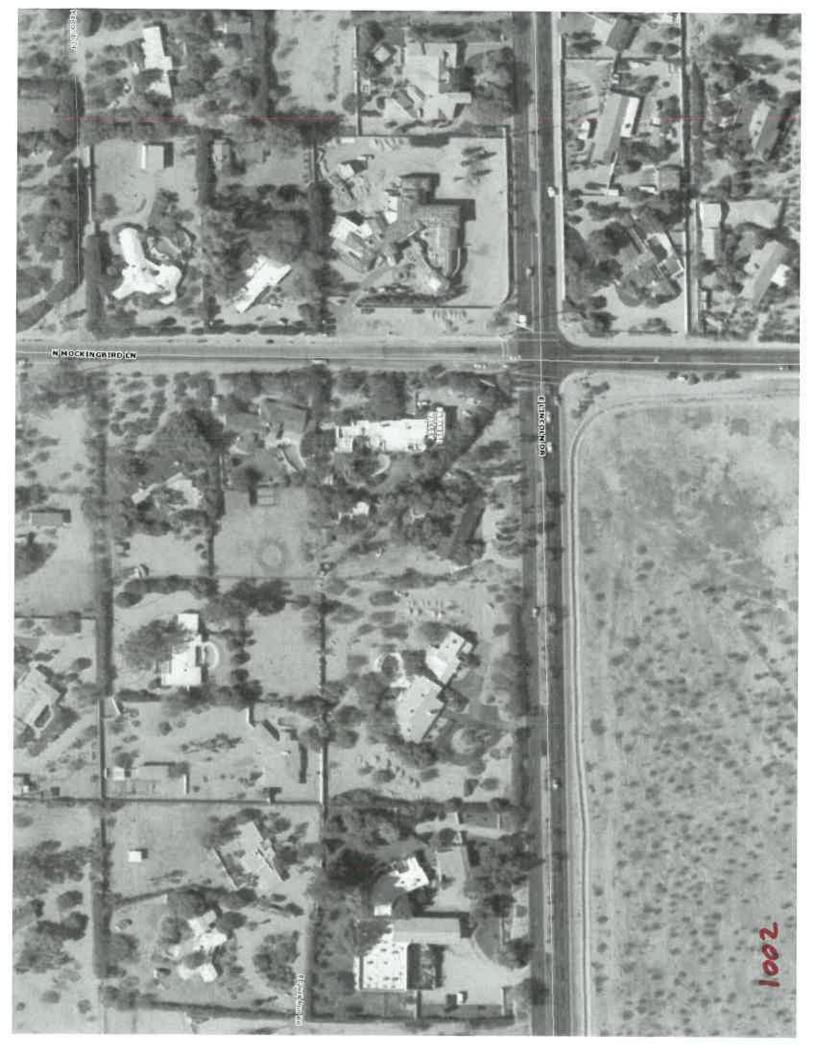
2016, 2001, 1996, 1986, 1979, 1976, 1969, 1951, 1949



Mark Canelaria, Principal Candelaria Design Associates, LLC





















AFFIDAVIT OF MAILING NOTIFICATION

STATE OF ARIZONA)) ss:		EVELYN R BHATTAN Notary Public - Arizona Maricopa County Comm. Expires Oct 18, 202	
County of Maricopa)			4
In accordance with the re	equirements of	the Town of P	aradise Valley, the ur	ndersigned
hereby certifies that the rowners within 1500 County Assessor's Office notification has been main	feet of the sub	pject property, a	as obtained from the l	Maricopa
Signature				
The foregoing instrum April	ent was ack _,20_ /8 , by	Name	y me this 54 Ayala OULLY OTARY PUBLIC	h day of Bhattan
My commission expires:				
10/18/2020				



F: 480-874-7084

1,500' BUFFER RADIUS AROUND 174-63-008A

Team,

Here is the list of the properties that need to be notified for the variance at the Lincoln property. The radius is 1,500 feet from property line (as indicated by George Burton, Planner at the Town of Paradise Valley) List Update 03-28-2018

174-54-003

Owner: CACTUS WREN PV LLC

Property Address: 6697 E CACTUS WREN RD PARADISE VALLEY 85253

Mailing Address: 6344 BAY RIDGE DR PETOSKEY MI 49770

174-54-004

Owner: MMD JR LEGACY TRUST

Property Address: 6685 E CACTUS WREN RD PARADISE VALLEY 85253 Mailing Address: 6685 E CACTUS WREN RD SCOTTSDALE AZ 85253

174-54-005

Owner: REYNOLDS JAMES JR/SANDRA MICHELE

Property Address: 6673 E CACTUS WREN RD PARADISE VALLEY 85253

Mailing Address: 4923 S KIMBARK AVE CHICAGO IL 60615

174-54-006

Owner: STUART JON/MILDRED D

Property Address: 6651 E CACTUS WREN RD PARADISE VALLEY 85253 Mailing Address: 2431 EAST 61ST STREET STE 600 TULSA OK 74136

174-54-007

Owner: PHILIPP WALL REVOCABLE TRUST

Property Address: 6617 E CACTUS WREN RD PARADISE VALLEY 85253

Mailing Address: 504 W HARMONY PL CHANDLER AZ 85248

174-54-029

Owner: SIEGEL MARK P/DEBRA L TR

Property Address: 6615 N 66TH PL PARADISE VALLEY 85253 Mailing Address: 6615 N 66TH PL PARADISE VALLEY AZ 85253

174-54-030

Owner: HARMON RICHARD J JR/JOLE R

Property Address: 6672 E CACTUS WREN RD PARADISE VALLEY 85253 Mailing Address: 4149 N HOLLAND SYLVANIA RD STE 8 TOLEDO OH 43623



F: 480-874-7084

174-54-031

Owner: BEER FAMILY TRUST

Property Address: 6684 E CACTUS WREN RD PARADISE VALLEY 85253 Mailing Address: 6684 E CACTUS WREN RD PARADISE VALLEY AZ 85253

174-54-032

Owner: KHARRAZI FAMILY INVESTMENTS LLC

Property Address: 6700 E CACTUS WREN RD PARADISE VALLEY 85253

Mailing Address: 27631 N 68TH PL SCOTTSDALE AZ 85068

174-54-037

Owner: JUDSON COMMUNITY ASSOCIATION

Property Address: 6700 E JUDSON RD PARADISE VALLEY 85253

Mailing Address: 7500 N DOBSON RD STE 150 SCOTTSDALE AZ 85256

174-54-038

Owner: JUDSON COMMUNITY ASSOCIATION

Property Address:

Mailing Address: 7500 N DOBSON RD STE 150 SCOTTSDALE AZ 85256

174-54-041

Owner: JUDSON COMMUNITY ASSOCIATION

Property Address:

Mailing Address: 7500 N DOBSON RD STE 150 SCOTTSDALE AZ 85256

174-55-002

Owner: ST BARNABAS OF THE DESERT

Property Address: 6715 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6715 N MOCKINGBIRD LN SCOTTSDALE AZ 85253

174-58-257

Owner: FIVE STAR LAND OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD STE 130 SCOTTSDALE AZ 85253

174-58-259

Owner: FIVE STAR LAND OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD STE 130 SCOTTSDALE AZ 85253

174-58-262

Owner: FIVE STAR LAND OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD STE 130 SCOTTSDALE AZ 85253

2 of 16



F: 480-874-7084

174-58-263

Owner: FIVE STAR LAND OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD STE 130 SCOTTSDALE AZ 85253

174-58-264

Owner: FIVE STAR LAND OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD STE 130 SCOTTSDALE AZ 85253

174-58-266

Owner: FIVE STAR RESORT OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD SUITE 130 SCOTTSDALE AZ 85253

174-58-267

Owner: FIVE STAR RESORT OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD SUITE 130 SCOTTSDALE AZ 85253

174-58-268

Owner: FIVE STAR RESORT OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD SUITE 130 SCOTTSDALE AZ 85253

174-58-269

Owner: FIVE STAR LAND OWNER LLC

Property Address:

Mailing Address: 6720 N SCOTTSDALE RD STE 130 SCOTTSDALE AZ 85253

174-59-001

Owner: MONTENEGRINO VINCENT J/NATALIE

Property Address: 6740 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6740 E LINCOLN DR PARADISE VALLEY AZ 85253

174-59-002

Owner: WHITE HOWARD W

Property Address: 6724 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6724 E LINCOLN DR PARADISE AZ 85253

174-59-004

Owner: RM LINCOLN LLC

Property Address: 6630 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 9448 E HIDDEN SPUR TRL SCOTTSDALE AZ 85255



F: 480-874-7084

174-59-005

Owner: LINCOLN DR 66 LLC

Property Address: 6602 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6723 E LINCOLN DR PARADISE VALLEY AZ 85253

174-59-006

Owner: ROBINSON DONALD M/CATHERINE LTR

Property Address: 6500 N 66TH PL PARADISE VALLEY 85253 Mailing Address: 6500 N 66TH PL PARADISE VALLEY AZ 85253

174-59-007

Owner: JACKSON VIK/LUCY TR

Property Address: 6526 N 66TH PL PARADISE VALLEY 85253 Mailing Address: 6526 N 66TH PL PARADISE VALLEY AZ 85253

174-59-008

Owner: BELL MARGARET E TR

Property Address: 6615 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6615 E HORSESHOE LN PARADISE VALLEY AZ 85253

174-59-009

Owner: SIMON DAVID & LINDSAY

Property Address: 6631 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6631 E HORSESHOE LN PARADISE VALLEY AZ 85253

174-59-010

Owner: BORHAN ALI

Property Address: 6709 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6709 E HORESHOE LN PARADISE VALLEY AZ 85253

174-59-011

Owner: TRUBISKY LEONARD G/ROSE ANN TR

Property Address: 6725 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6725 E HORSESHOE LN SCOTTSDALE AZ 85253

174-59-012

Owner: SYLVIA L SHINE REVOCABLE TRUST

Property Address: 6733 E HORSESHOE LN PARADISE VALLEY 85253

Mailing Address: PO BOX 737 SPENCER IA 51301

174-59-013

Owner: SPIGNER BRUCE A/GENEVA MARIE

Property Address: 6748 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6748 E HORSESHOE LN PARADISE VALLEY AZ 85253



F: 480-874-7084

174-59-014

Owner: HENNESSEY GILBERT H/LYNN A

Property Address: 6724 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 25 WOODRIDGE RD WELLESLEY MA 02482

174-59-015

Owner: HARLOW NANCY R

Property Address: 6708 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6708 E HORSESHOE LN PARADISE VALLEY AZ 85253

174-59-016

Owner: HUMBLE ARTHUR B/ JEAN M TR

Property Address: 6630 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6630 E HORSESHOE LN PARADISE VALLEY AZ 85253

174-59-017

Owner: GROLL BRUCE J

Property Address: 6602 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6602 E HORSESHOE LN PARADISE VALLEY AZ 85253

174-59-018

Owner: MARVIN DAVIS REVOCABLE TRUST

Property Address: 6608 E HORSESHOE LN PARADISE VALLEY 85253 Mailing Address: 6608 E HORSESHOE LN PARADISE VALLEY AZ 85253

174-59-019

Owner: DESERT MOBILE HOMES LLC

Property Address: 6720 E OCOTILLO RD PARADISE VALLEY 85253

Mailing Address: 16211 N SCOTTSDALE RD SUITE A6A-602 SCOTTSDALE AZ 85254

174-59-020

Owner: LESCAULT FAMILY LIVING TRUST

Property Address: 6708 E OCOTILLO RD PARADISE VALLEY 85253 Mailing Address: 6708 E OCOTILLO RD SCOTTSDALE AZ 85253

174-59-022

Owner: SANTOS MANUEL

Property Address: 6608 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6608 N MOCKINGBIRD LN SCOTTSDALE AZ 85253

174-59-025B

Owner: CHIROS JIMMY & MARY ANN

Property Address: 6601 E OCOTILLO RD PARADISE VALLEY 85253 Mailing Address: 6601 E OCOTILLO SCOTTSDALE AZ 85253

5 of 16



F: 480-874-7084

174-59-025C

Owner: AMIRREZVANI MAHMOOD/MINOO TR

Property Address: 6649 E OCOTILLO RD PARADISE VALLEY 85253 Mailing Address: 5101 E FANFOL DR PARADISE VALLEY AZ 85253

174-59-025D

Owner: BOLCO LIMITED PARTNERSHIP

Property Address: 6619 E OCOTILLO RD PARADISE VALLEY 85253 Mailing Address: 6600 N IRONWOOD DR PARADISE VLY AZ 85253

174-59-026

Owner: JOSEPH B & ELAINE B WILMET FAMILY TRUST

Property Address: 6708 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6708 E LINCOLN DR PARADISE VALLEY AZ 85253

174-59-027

Owner: MALEK MARCEL

Property Address: 6702 E OCOTILLO RD PARADISE VALLEY 85253 Mailing Address: 8438 E SHEA BLVD STE 101 SCOTTSDALE AZ 85260

174-60-040

Owner: LEVINE ERNEST S

Property Address: 6601 N 65TH ST PARADISE VALLEY 85253 Mailing Address: 6601 N 65TH ST PHOENIX AZ 85253

174-60-041

Owner: PEREZ REYNALDO/AHN KIMBERLY

Property Address: 6515 N 65TH ST PARADISE VALLEY 85253 Mailing Address: 6515 N 65TH ST PARADISE VALLEY AZ 85253

174-60-042

Owner: TEETS HEIDI JANE TR

Property Address: 6501 E SIERRA VISTA DR PARADISE VALLEY 85253 Mailing Address: 6501 E SIERRA VISTA DR PARADISE VALLEY AZ 85253

174-60-063

Owner: MCADAMS ANDREW

Property Address: 6601 N 65TH ST PARADISE VALLEY 85253 Mailing Address: 6601 N 65TH ST PARADISE VALLEY AZ 85253

174-61-004

Owner: PARADISE VALLEY TOWN OF

Property Address: 6539 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6401 E LINCOLN DR PARADISE VALLEY AZ 85253

6 of 16

F: 480-874-7084

174-61-014B

Owner: JAMES UHL 2014 QPRT/ETAL

Property Address: 6330 N CASA BLANCA DR PARADISE VALLEY 85253 Mailing Address: 6330 N CASA BLANCA RD PARADISE VALLEY AZ 85253

174-62-001D

Owner: PAVARINI CHARLES E III

Property Address: 6351 N CASA BLANCA DR PARADISE VALLEY 85253

Mailing Address: 243 W 98TH ST #7D NEW YORK NY 10025

174-62-001E

Owner: SCULLY MATTHEW/EMMANUELLE

Property Address: 6601 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6601 E LINCOLN DR PARADISE VALLEY AZ 85253

174-62-002B

Owner: MICHAEL L SHOEN FAMILY TRUST

Property Address: 6719 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 6719 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-004A

Owner: WAGNER BERNICE M TR

Property Address: 6200 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6200 N MOCKINGBIRD SCOTTSDALE AZ 85251

174-62-004B

Owner: NICASTRO CHERISSE M

Property Address: 6206 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6206 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-62-005F

Owner: FG 2011 IRREV TRUST/GG 2011 IRREV TRUST

Property Address: 6215 N CASA BLANCA DR PARADISE VALLEY 85253 Mailing Address: 6215 N CASA BLANCA DR PARADISE VALLEY AZ 85253

174-62-006C

Owner: MAJORS K WAYNE II/OSWALT SANDRA C

Property Address: 6330 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6350 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-62-007

Owner: SOLANA NO 6 LLC

Property Address: 6637 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 8165 E DEL BARQUERO DR SCOTTSDALE AZ 85258



F: 480-874-7084

174-62-012A

Owner: SHANGRAW FAMILY TRUST

Property Address: 6237 N CASA BLANCA DR PARADISE VALLEY 85253 Mailing Address: 6237 N CASA BLANCA DR PARADISE VALLEY AZ 85253

174-62-012B

Owner: ROSE MARVIN L/DE ROSE MARGARITA JIMENEZ

Property Address: 6243 N CASA BLANCA DR PARADISE VALLEY 85253 Mailing Address: 2601 W DUNLAP AVE SUITE 10 PHOENIX AZ 85021

174-62-013B

Owner: JOHN AND KELLY PARKER LIVING TRUST

Property Address: 6316 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6316 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-62-013C

Owner: BRICK MICHELE/TIMOTHY P

Property Address: 6306 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6306 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-62-013E

Owner: NOON ERUM/MAHMOOD ABDUL A

Property Address: 6723 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6723 E LINCOLN DR PARADISE VALLEY AZ 85253

174-62-013G

Owner: PACHECO CARLOS

Property Address: 6701 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6701 E LINCOLN AVE PARADISE VALLEY AZ 85253

174-62-013J

Owner: ROTH REVOCABLE LIVING TRUST

Property Address: 6700 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 6700 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-013K

Owner: PLATINUM ESTATES DEVELOPMENT LLC

Property Address: 6716 E MALCOMB DR PARADISE VALLEY 85253

Mailing Address: 5310 S 32ND ST PHOENIX AZ 85040

174-62-013L

Owner: FEY-LYON FAMILY REVOCABLE TRUST

Property Address: 6716 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 6716 E MALCOMB DR PARADISE VALLEY AZ 85253



F: 480-874-7084

174-62-014A

Owner: FRANK C SKRUPA RESIDENCE TRUST/ETAL

Property Address: 6212 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6212 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-62-014D

Owner: HARKINS KAREN A

Property Address: 6226 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6226 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-62-931A

Owner: MAZEL LLC Property Address:

Mailing Address: 6700 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-931B

Owner: MICHAEL L SHOEN FAMILY TRUST

Property Address:

Mailing Address: 6719 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-933A

Owner: ARIZONA STATE OF

Property Address:

Mailing Address: 301 W JEFFERSON ST 10TH FL PHOENIX AZ 85003

174-62-934

Owner: MICHAEL L SHOEN FAMILY TRUST

Property Address:

Mailing Address: 6719 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-935A

Owner: WHITE CHRISTOPHER T/BRENDA L TR

Property Address: 6601 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 6601 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-935B

Owner: SHOEN MICHAEL L/CHRISTA G

Property Address:

Mailing Address: 6719 E MALCOMB DR PARADISE VALLEY AZ 85253

174-62-936

Owner: BONFIRE P V LLC

Property Address: 6608 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 6608 E MALCOMB DR PARADISE VALLEY AZ 85253



F: 480-874-7084

174-62-937

Owner: KACHINA DEV LLC

Property Address: 6626 E MALCOMB DR PARADISE VALLEY 85253

Mailing Address: 10632 N SCOTTSDALE RD NO B685 SCOTTSDALE AZ 85254

174-62-938

Owner: JNS REVOCABLE TRUST

Property Address: 6644 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 4741 E MARSTON DR PARADISE VALLEY AZ 85253

174-62-939

Owner: BOOKER DEVIN

Property Address: 6682 E MALCOMB DR PARADISE VALLEY 85253 Mailing Address: 6682 E MALCOMB DR PARADISE VALLEY AZ 85253

174-63-001

Owner: SUNCHASE CENTURY LLC

Property Address: 6310 N QUAIL RUN RD PARADISE VALLEY 85253

Mailing Address: 5665 N SCOTTSDALE RD STE 135 SCOTTSDALE AZ 85250

174-63-002C

Owner: GIRAUDO SHEELA/MARK

Property Address: 6844 E SOLCITO LN PARADISE VALLEY 85253 Mailing Address: 6844 E SOLCITO LN PARADISE VALLEY AZ 85253

174-63-002D

Owner: YEUNG CHRISTOPHER/HELEN

Property Address: 6845 E SOLCITO LN PARADISE VALLEY 85253 Mailing Address: 6845 E SOLCITO LN PARADISE VALLEY AZ 85253

174-63-002E

Owner: HARDING FAMILY TRUST

Property Address: 6846 E SOLCITO LN PARADISE VALLEY 85253 Mailing Address: 6846 E SOLCITO LN PARADISE VALLEY AZ 85253

174-63-002J

Owner: SUD ROHIT/PRITI

Property Address: 6835 E SOLCITO LN PARADISE VALLEY 85253 Mailing Address: 6835 E SOLCITO LN PARADISE VALLEY AZ 85253

174-63-002M

Owner: BYNUM WILLIAM W JR

Property Address: 6201 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6201 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

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F: 480-874-7084

174-63-002N

Owner: ARIZONA STATE OF

Property Address:

Mailing Address: 301 W JEFFERSON ST 10TH FL PHOENIX AZ 85003

174-63-003

Owner: COADY ENTERPRISES INC

Property Address: 6909 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6909 E LINCOLN DR PARADISE VALLEY AZ 85253

174-63-004A

Owner: SUNCHASE CENTURY LLC

Property Address: 6440 N QUAIL RUN PARADISE VALLEY 85253

Mailing Address: 5665 N SCOTTSDALE RD STE 135 SCOTTSDALE AZ 85250

174-63-004B

Owner: LIVI PATRICIA

Property Address: 6428 N QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6316 E QUAIL RUN RD PARADISE VALLEY AZ 85253

174-63-005A

Owner: SUNCHASE HOLDINGS INC

Property Address: 6927 N QUAIL RUN RD PARADISE VALLEY 85253

Mailing Address: 5665 N SCOTTSDALE RD STE 135 SCOTTSDALE AZ 85250

174-63-006

Owner: GORDON ANDREW W/CAROL L TR

Property Address: 6837 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 6837 E LINCOLN DR PARADISE VALLEY AZ 85253

174-63-007A

Owner: RUTTLE CURT J/MARIA D H TR

Property Address: 6316 N QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6316 N QUAIL RUN RD PARADISE VALLEY AZ 85253

174-63-008A

Owner: VERMA AVTAR C/SATYA P

Property Address: 6823 E LINCOLN DR PARADISE VALLEY 85253

Mailing Address: PO BOX 28330 TEMPE AZ 85285

174-63-008B

Owner: GEGUZYS RONALD P JR/LEATHA ANN

Property Address: 6341 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6341 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

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F: 480-874-7084

174-63-009A

Owner: CLAYTON W COADY LIVING TRUST

Property Address: 6915 E QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6909 E LINCOLN DR PARADISE VALLEY AZ 85253

174-63-009B

Owner: LIVI ANGIOLO

Property Address: 6927 E QUAIL RUN PARADISE VALLEY 85253 Mailing Address: 6316 E QUAIL RUN PARADISE VALLEY AZ 85253

174-63-009C

Owner: LIVI ANGIOLO

Property Address: 6927 E QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6316 E QUAIL RUN PARADISE VALLEY AZ 85253

174-63-009D

Owner: LIVI PATRICIA

Property Address: 6921 E QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6921 E QUAIL RUN RD SCOTTSDALE AZ 85253

174-63-009E

Owner: 6909 QUAIL RUN LLC

Property Address: 6909 E QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6909 E LINCOLN DR PARADISE VALLEY AZ 85253

174-63-010D

Owner: MARK DANIEL DETMER & SHELLY ANN DETMER TRUST Property Address: 6826 E SOLCITO LN PARADISE VALLEY 85253 Mailing Address: 6826 E SOLCITO LN PARADISE VALLEY AZ 85253

174-63-010E

Owner: LIPPERT MORRIS OLINS

Property Address: 6225 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6225 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-63-011A

Owner: MCCARTHY WILLIAM P/MCMULLEN ELIZABETH A TR

Property Address: 6309 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6309 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-63-012A

Owner: GIEDRAITIS JOHN B/CATHERINE N TR

Property Address: 6305 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6305 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253



F: 480-874-7084

174-63-013A

Owner: FOUR E FAMILY LLC

Property Address: 6307 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 10960 WILSHIRE BLVD 5TH FL LOS ANGELES CA 90024

174-63-015

Owner: BIRD RANDALL R

Property Address: 6319 N MOCKINGBIRD LN PARADISE VALLEY 85253

Mailing Address: 500 RED LANDS NEWPORT BEACH CA 92663

174-63-930

Owner: PARADISE VALLEY WATER CO

Property Address:

Mailing Address: 2355 W PINNACLE PEAK RD STE 300 PHOENIX AZ 85027

174-64-001C

Owner: PV SCOTTSDALE HOTEL OWNER SPE LLC

Property Address: 6240 N 70TH ST PARADISE VALLEY 85253 Mailing Address: 2929 ARCH ST PHILADELPHIA PA 19104

174-64-002F

Owner: PV SCOTTSDALE HOTEL OWNER SPE LLC

Property Address: 6240 N 70TH ST PARADISE VALLEY 85253 Mailing Address: 2929 ARCH ST PHILADELPHIA PA 19104

174-64-003A

Owner: SMOKE TREE RESORT

Property Address: 7101 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 7101 E LINCOLN DR SCOTTSDALE AZ 85253

174-64-003B

Owner: JAMEL GREENWAY LLC

Property Address: 7125 E LINCOLN DR PARADISE VALLEY 85253 Mailing Address: 4771 N 20TH ST SUITE 22 PHOENIX AZ 85016

174-64-004A

Owner: PV SCOTTSDALE HOTEL OWNER SPE LLC

Property Address: 6240 N 70TH ST PARADISE VALLEY 85253 Mailing Address: 2929 ARCH ST PHILADELPHIA PA 19104

174-65-012H

Owner: PV SCOTTSDALE HOTEL OWNER SPE LLC

Property Address: 6114 N SCOTTSDALE RD PARADISE VALLEY 85253

Mailing Address: 2929 ARCH ST PHILADELPHIA PA 19104

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F: 480-874-7084

174-66-005

Owner: BELL AND 63RD INVESTMENTS LLC

Property Address: 6804 E VALLEY VISTA LN PARADISE VALLEY 85253

Mailing Address: 3641 N 39TH AVE PHOENIX AZ 85019

174-66-006

Owner: ROSS GENO G

Property Address: 6806 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6806 E HAPPY VISTA LN PARADISE VALLEY AZ 85253

174-66-007

Owner: PFITZER KARL F/VICKIE RAE

Property Address: 6808 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6808 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-008

Owner: SCOTT WRIGHT SMITH REVOCABLE TRUST

Property Address: 6810 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6810 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-009

Owner: YAMASHIRO DANIEL/KRISTINE

Property Address: 6812 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6812 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-010

Owner: HILLIS JEFFREY W/JENNIFER ANN TR

Property Address: 6136 N QUAIL RUN RD PARADISE VALLEY 85253 Mailing Address: 6136 N QUAIL RUN RD PARADISE VALLEY AZ 85253

174-66-011

Owner: FRED AND COLLEEN STEINBERG TRUST

Property Address: 6118 N QUAIL RUN RD PARADISE VALLEY 85253

Mailing Address: 6118 N QUAIL RUN RD PARADISE VALLEY AZ 85253-5321

174-66-012

Owner: CASA DE VALLEY VISTA LLC

Property Address: 6814 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6818 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-013

Owner: SOLE AND SEPARATE LLC/ETAL

Property Address: 6809 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6809 E VALLEY VISTA LN PARADISE VALLEY AZ 85253



F: 480-874-7084

174-66-014

Owner: DOYLE D JAMES/PHYLLIS J TR

Property Address: 6807 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6807 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-015

Owner: VALLEY VISTA HOMES LLC

Property Address: 6805 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 2200 E CAMELBACK RD SUITE 216 PHOENIX AZ 85016

174-66-016

Owner: TOOFAN MARC P/KERIC NATASHA

Property Address: 6802 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6802 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-018

Owner: BONNEM KENNETH C/FRIEDMAN MARTHA A

Property Address: 6825 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6825 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-66-019

Owner: SANCHEZ JAIME & ASELA M DE

Property Address: 6823 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6823 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-67-005G

Owner: SHOEN MICHAEL L/CHRISTA G TR

Property Address: 6638 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6719 E MALCOMB ST PARADISE VALLEY AZ 85253

174-67-007C

Owner: SUNDQUIST MARK J/CHANGMIN

Property Address: 6136 N MOCKINGBIRD LN PARADISE VALLEY 85253 Mailing Address: 6136 N MOCKINGBIRD LN PARADISE VALLEY AZ 85253

174-67-010

Owner: REM FAMILY TRUST

Property Address: 6740 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6740 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

174-67-011

Owner: HAWKSWORTH DENNIS/FRANCES

Property Address: 6730 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6730 E VALLEY VISTA LN PARADISE VALLEY AZ 85253

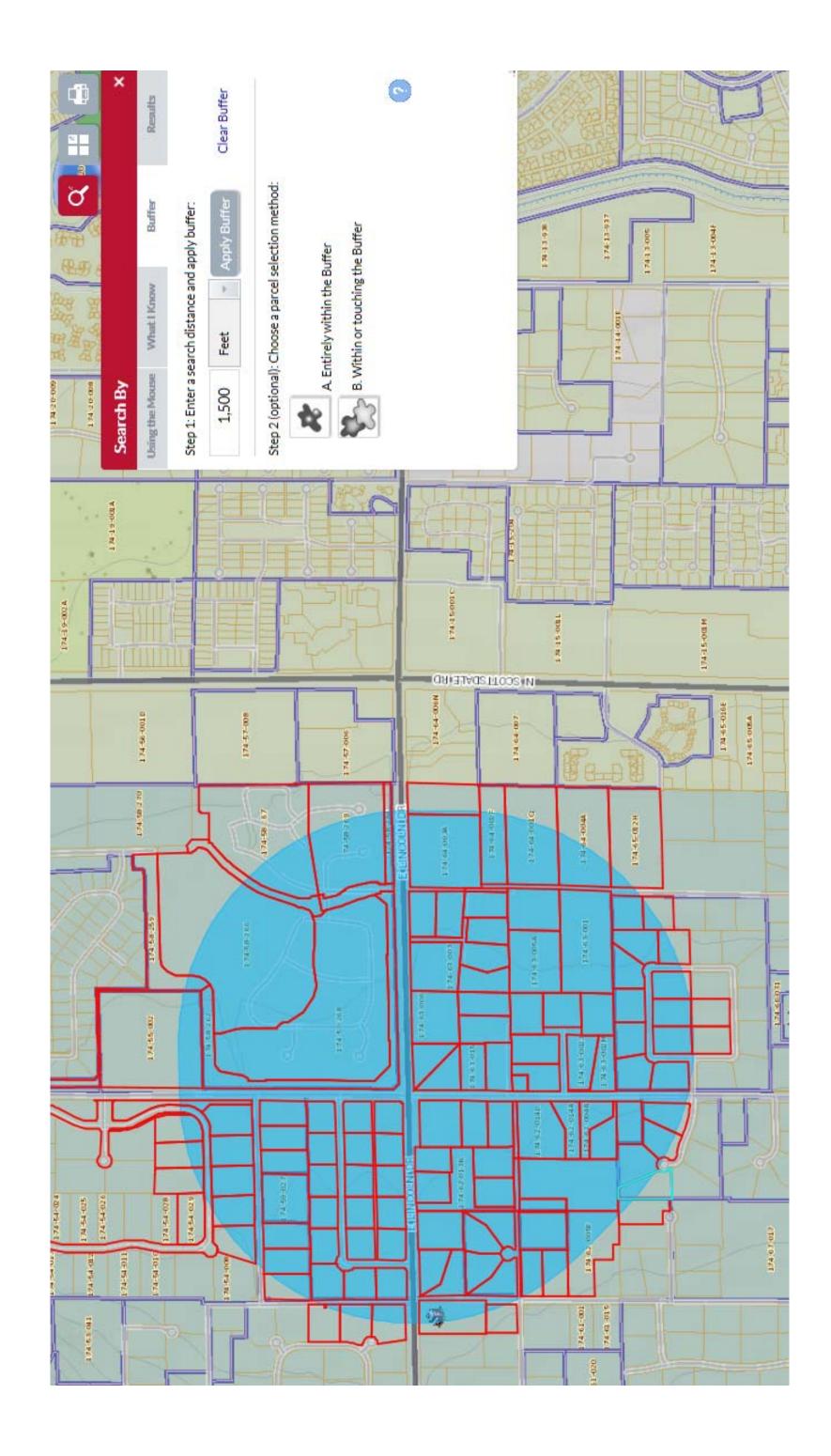


F: 480-874-7084

174-67-013

Owner: MICHAEL L SHOEN FAMILY TRUST

Property Address: 6710 E VALLEY VISTA LN PARADISE VALLEY 85253 Mailing Address: 6719 E MALCOMB DR PARADISE VALLEY AZ 85253



AFFIDAVIT OF POSTING

STATE OF ARIZONA)) ss:	EVELYN R BI Notary Public Maricopa C	- Arizona County
County of Maricopa)		
1, Vivian Ay	ala	depose and s	state that the
attached notice, of proposed application Verma Variance located at			
6823 E. Lincoln Vr. for the (Planning Commission/Town Council/Board of			
Adjustment/Hillside Committee) meeting date of MAY 2NO, 2018 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 4/5 , 2019 in the following location(s):			
6823 E. Lincoln Drive, Paradise Valley, AZ 85.			
			,
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 ti	nis <u>5</u> day of	April	20 <u></u>
		Signature Signature	gel_
This affidavit was SUBSCRIBED AND SWORN to before me this day of			
April	, 20 //	Evelyn R.	Bhatlan
		NOTARY PUBLIC	
My commission expires:			
10/18/2020	·		

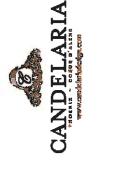
Verma Site at 6823 E. Lincoln Dr. Hearing Notification Image 04-05-2018





Verma Site at 6823 E. Lincoln Dr. Hearing Notification Image 04-05-2018









Current condition of existing house at 6823 E. Lincoln Drive, Paradise Valley, AZ 85253



Proposed design by Candelaria LLC.

Jochen Walther

Subject:

FW: variance

From: Marvin < marvin@cariocaco.com > Date: April 6, 2018 at 1:20:46 PM MST

To: "mark@candelariadesign.com" <mark@candelariadesign.com>

Subject: variance

Mark,

My name is Marvin Rose and I live at 6243 N Casa Blanca. I fully support your variance request. If I can be of any assistance contact me

And I will do whatever I can to help.

Regards,

Marvin Rose



Verma Residence 6823 E. Lincoln Dr, Paradise Valley AZ 85253





Aerial view of the front yard elevation from Lincoln Drive





Aerial view of motor court elevation



Aerial view of the side yard elevation with Lincoln Drive to the left



Mark Candelaria, Principal Candelaria Design Associates, LLC

