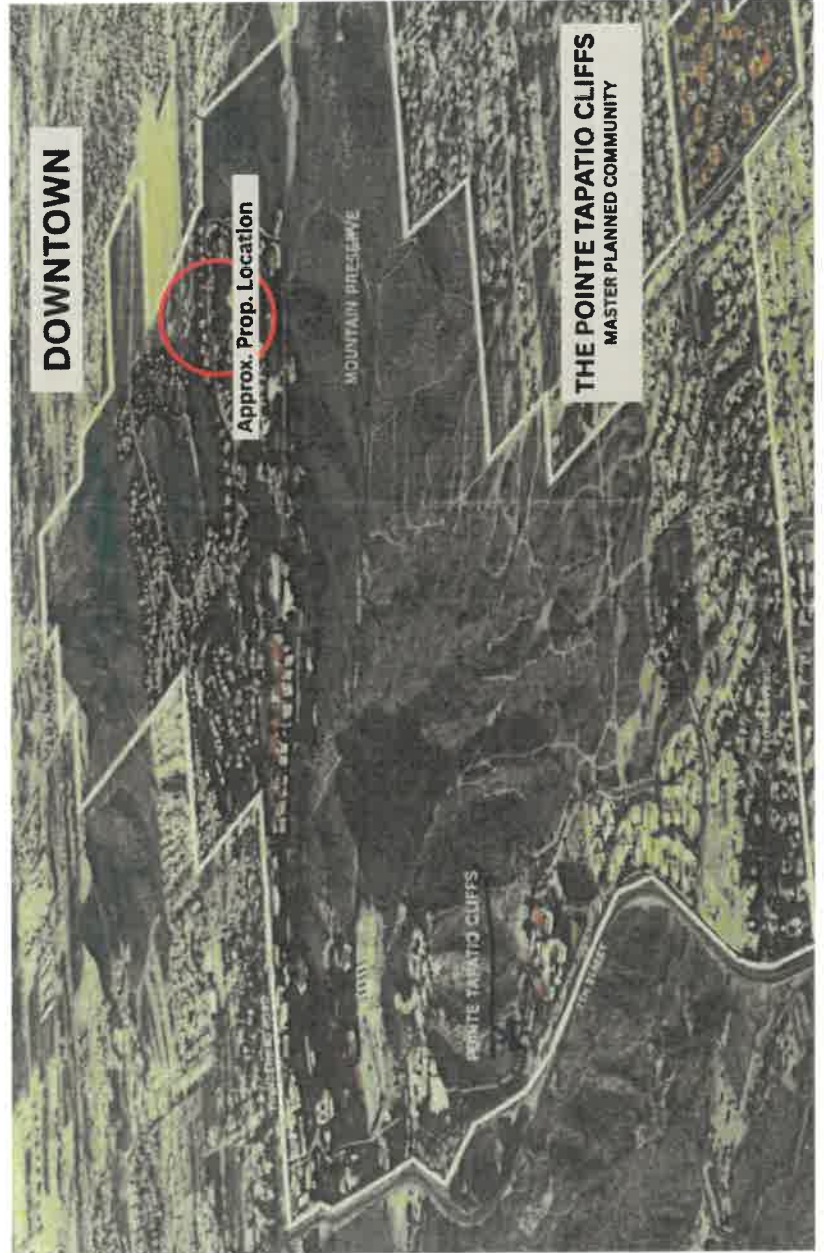


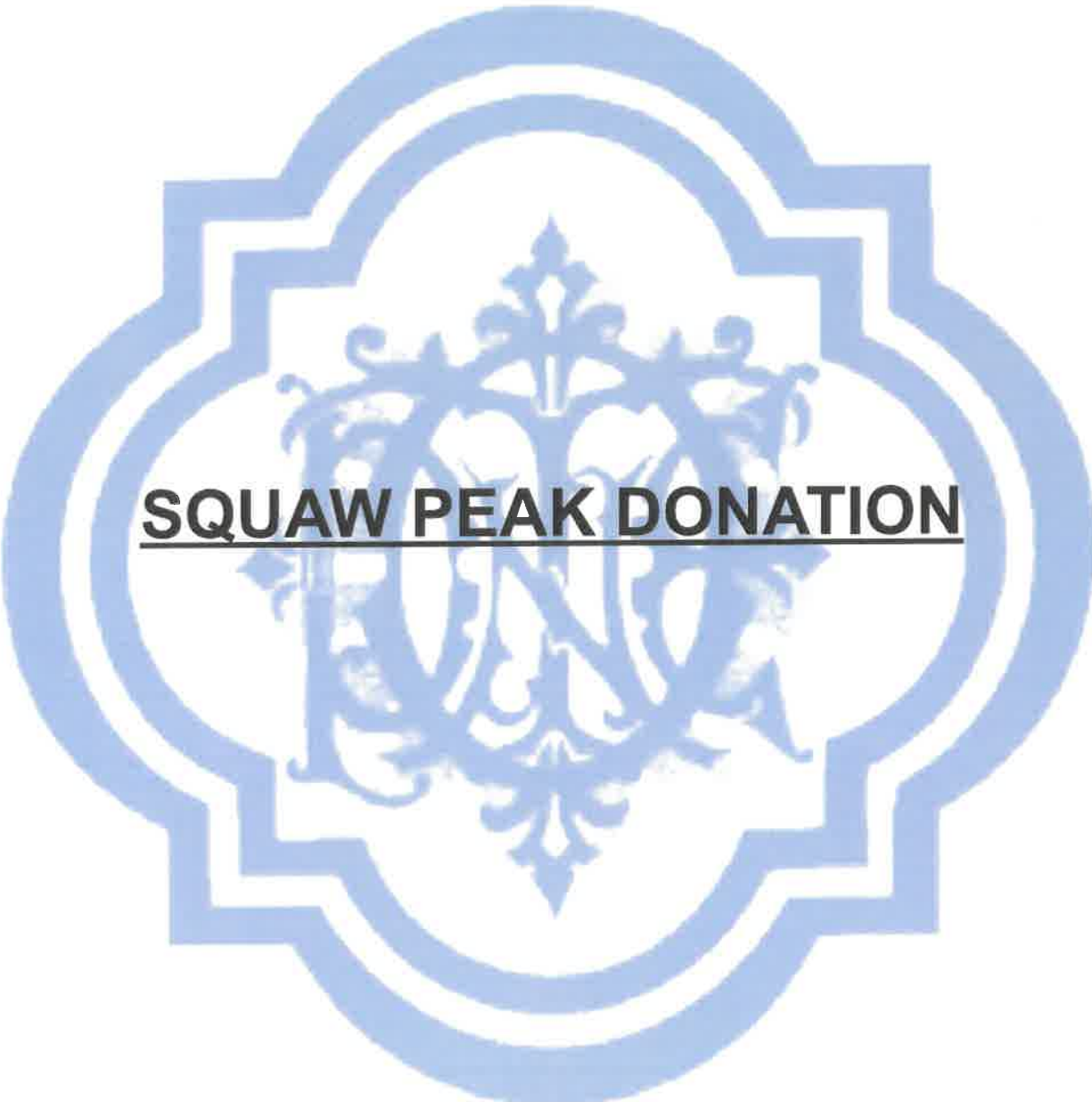
MOUNTAIN PRESERVE

VIEWS

Gifts to City of Phoenix



**THE POINTE RESORTS & GOSNELL BUILDERS
INTERNATIONAL**



SQUAW PEAK DONATION

REAL PROPERTY DONATION AGREEMENT
THE POINTE SQUAW PEAK (16th Street) – APN 164-20-005B

Owner: GFH Investment Corporation, LLC

This Donation Agreement (“Agreement”) is made between GFH INVESTMENT CORPORATION (“GFH”), an Arizona corporation (“Donor”), and SAVE OUR MOUNTAINS FOUNDATION, an Arizona non-profit corporation (“Donee”), together referred to as “Parties” or individually as a “Party”.

RECITALS:

1. Donee, SAVE OUR MOUNTAINS FOUNDATION (“SOMF”), was incorporated in 1972 and operates to support efforts that contribute to the preservation and enhancement of the City of Phoenix Mountain Preserves as established by Chapter XXVI of the Phoenix City Charter.
2. Donor, GFH, owns certain real property as described in the attached Legal Description (**Exh. A**) (hereinafter referred to as “The Property”): Then the visuals, photos as follows:

<u>Document/Photo</u>	<u>Exhibit</u>
a. The oblique aerial of The Pointe Squaw Peak Master Plan,	B
b. The Pointe Squaw Peak completing in 1997 with the donation Parcel mountain peak circled.	C
c. The mountain donation highlighted with the Christmas tree – Structure cited with an asterisk.	D
d. The donation mountain highlighted looking South from Northern Avenue with the city view in the backdrop to the Master Plan built out 2019.	E
e. Site from ground level viewed East from 16 th Street.	F

3. Donor desires to donate, and Donee desires to accept, the Property described in the foregoing.
4. Donor transfers herein “The Property” to Donee with the commitment that Donee is transferring fee ownership of the Property to the City of Phoenix as part of the Phoenix Mountain Preserves in accordance with Chapter XXVI of the Phoenix City Charter (**Exh. G**).
5. The property is Planned Area Development (“PAD 11”), existing vacant mountainside.

NOW THEREFORE, the Parties herein agree to the following:

AGREEMENT:

1. Incorporation by Reference. The Recitals, and all Exhibits referenced in the Recitals and in this Agreement, are fully incorporated herein by this reference and made part of this Agreement.
2. Ownership. Donor warrants and represents that it is the fee simple owner of the Property and that Donor, acting through its undersigned signatory, has full authority to transfer its complete and undivided interest in the title to the Property to Donee.
3. Transfer of Property. Donor agrees to irrevocably transfer and deliver the Property to Donee by Warranty Deed in the form attached hereto as **(Exh. H)**¹.
4. Phoenix Mountain Preserves. Provided that the City of Phoenix accepts title to the Property. Donee affirms that it will transfer fee ownership of the Property to the City of Phoenix as part of the Phoenix Mountain Preserves in accordance with Chapter XXVI of the Phoenix City Charter. Notwithstanding the foregoing, Donee shall manage and administer the Property in accordance with its status as a non-profit corporation.
5. “As Is” Donation. Donee acknowledges that this Agreement constitutes an “As Is” transfer in its current condition, except that the Parties agree to cooperate to remove any title exceptions, either before or after the transfer of title to the Donee. The Parties acknowledge that there is the existing Christmas Tree structure and lighting Dec. 1 through Jan. 1st annually on the mountain top clearly visible from 16th Street and the City. The erecting of the structure on the donated Parcel to be by The Pointe Squaw Peak Resort or the Donor as part of the Deed Restriction attached to the Property.
6. Right of Entry and Property Inspections. Donee and its duly authorized agents and invitees are hereby authorized to enter upon the Property in order to inspect the Property and any improvements on the Property and conduct physical and environmental inspections and assessments of the Property at any time and to update those as circumstances may require. Such inspections shall be conducted in a manner that does not unreasonably interfere with Donor’s privacy as a neighbor, nor the **very limited** easement for enjoyment, such as access to trails, **sports courts and jacuzzi tub**.
7. Security and Maintenance of the Property. This to be of the undisturbed mountainscape visible from downtown Phoenix & 16th Street, the North “Gateway” and major arterial to Paradise Valley and Scottsdale Freeway. As a condition the donor is entitled to utilize the acreage donated as required in the City Hillside Ordinance.

¹ This is to comply with taxation **considerations being in the Best Interest of the Parties** herein.

8. Transaction Costs. In connection with the closing of this transaction Donor shall be responsible for payment of its attorneys' fees, if any, incurred by Donor, then Donee shall be responsible for payment of all remaining costs.
9. Binding. All provisions herein shall be binding upon the heirs, successors and assigns of the Parties hereto.
10. Tax Reporting. Donor is solely availed the authorization and responsibility for compliance with tax reporting, if any, arising from the donation of the Property.
11. Indemnification. Donor and Donee shall indemnify, defend, and hold harmless Donor and Donee and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to the transfer of title to the Property from Donor to Donee.
12. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this arbitration provision, shall be resolved by binding arbitration administered pursuant to the Real Estate Industry Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted in Phoenix, Arizona, before a single arbitrator. Judgment on the award may be entered in any court having jurisdiction. The Parties agree that:
 - a. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement.
 - b. The arbitration shall be confidential, and neither Party shall disclose the existence, content, or result of any arbitration except as may be required by law.
 - c. The Party initiating arbitration shall bear the costs and attorneys' fees, and shall be responsible for the arbitration costs regardless of the prevailing Party.
13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreement and understandings related to such subject matter.
14. Counterparts and Digital Signatures. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as by any party who has signed it. The Parties agree that they may execute this Agreement through electronic signature technology, which is in compliance with Arizona and Federal law (the Electronic Signatures in Global and National Commerce Act, ESIGN Act and the Uniform Electronic Transactions Act, UETA) governing electronic signatures. The Parties agree

that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

DONOR: GFH INVESTMENT CORPORATION

By: Robert A. Gosnell, GFH Investment Corporation
(Sole Member of GFH Investment Corporation)
Its: Chairman/President/CEO

Date

DONEE: SAVE OUR MOUNTAINS FOUNDATION

By: Scott Frische
Its: President, Board of Directors

Date



EXHIBIT A: Legal Description

EXHIBIT A
LEGAL DESCRIPTION

**THE POINTE MCR 194/42 PT LOT 1 DAF COM MOST NLY COR LOT 1 TPOB TH S
60D 58M E 240F S 40D 25M W 262.09F TO ANG ON S BDY LOT 1 TH WLY and NLY
ALG S and W BOUNDARIES LOT 1 TPOB EX RD P/D 83-143921**



EXHIBITS B-F

Aerial Map

The Pointe Squaw Peak
Master Planned Community

Legend



DOWNTOWN

**THE POINTE SQUAW PEAK
MASTER PLANNED COMMUNITY**

APPROX. PROP. LOCATION

E Northern Ave & N 16th St



1000 ft

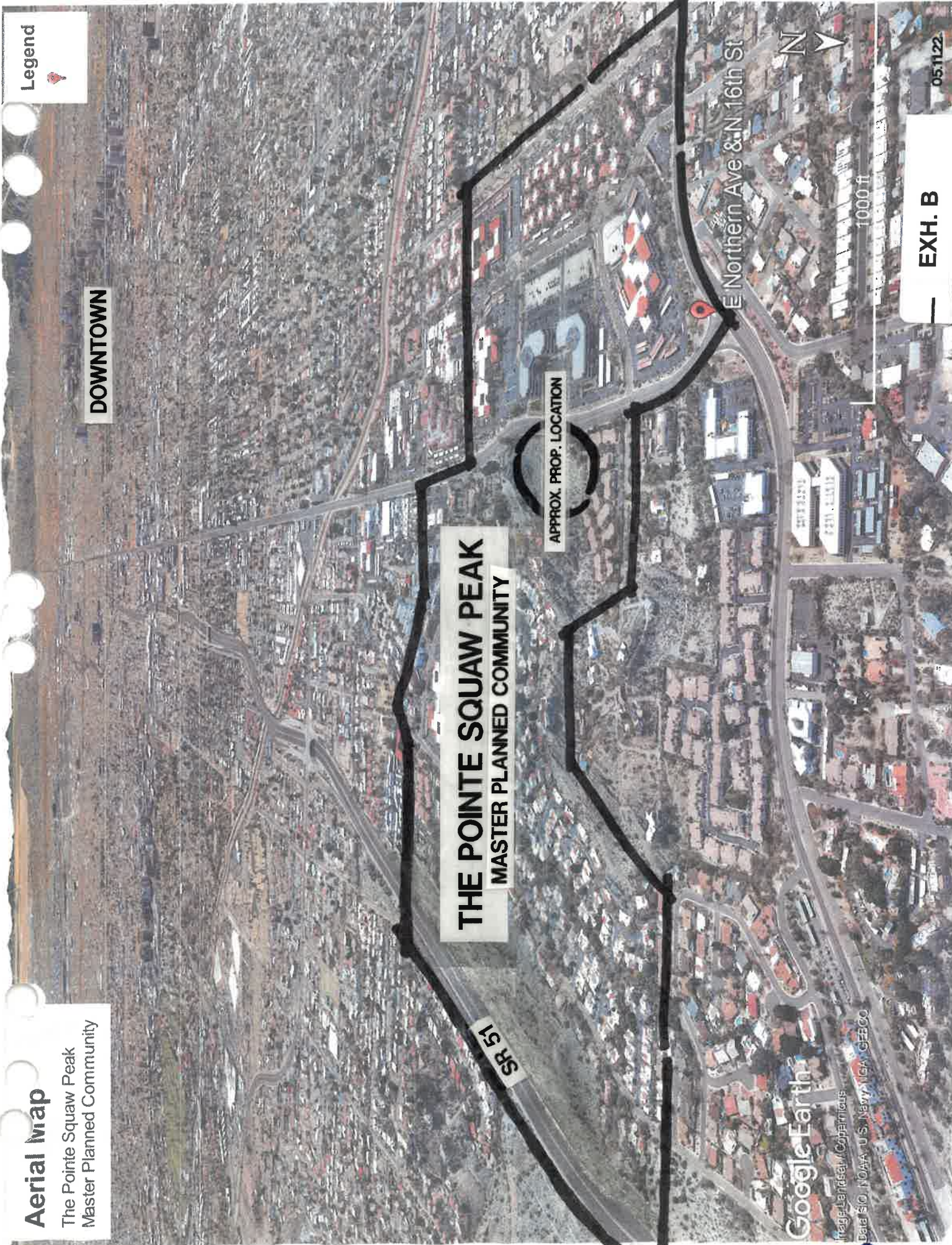
Google Earth

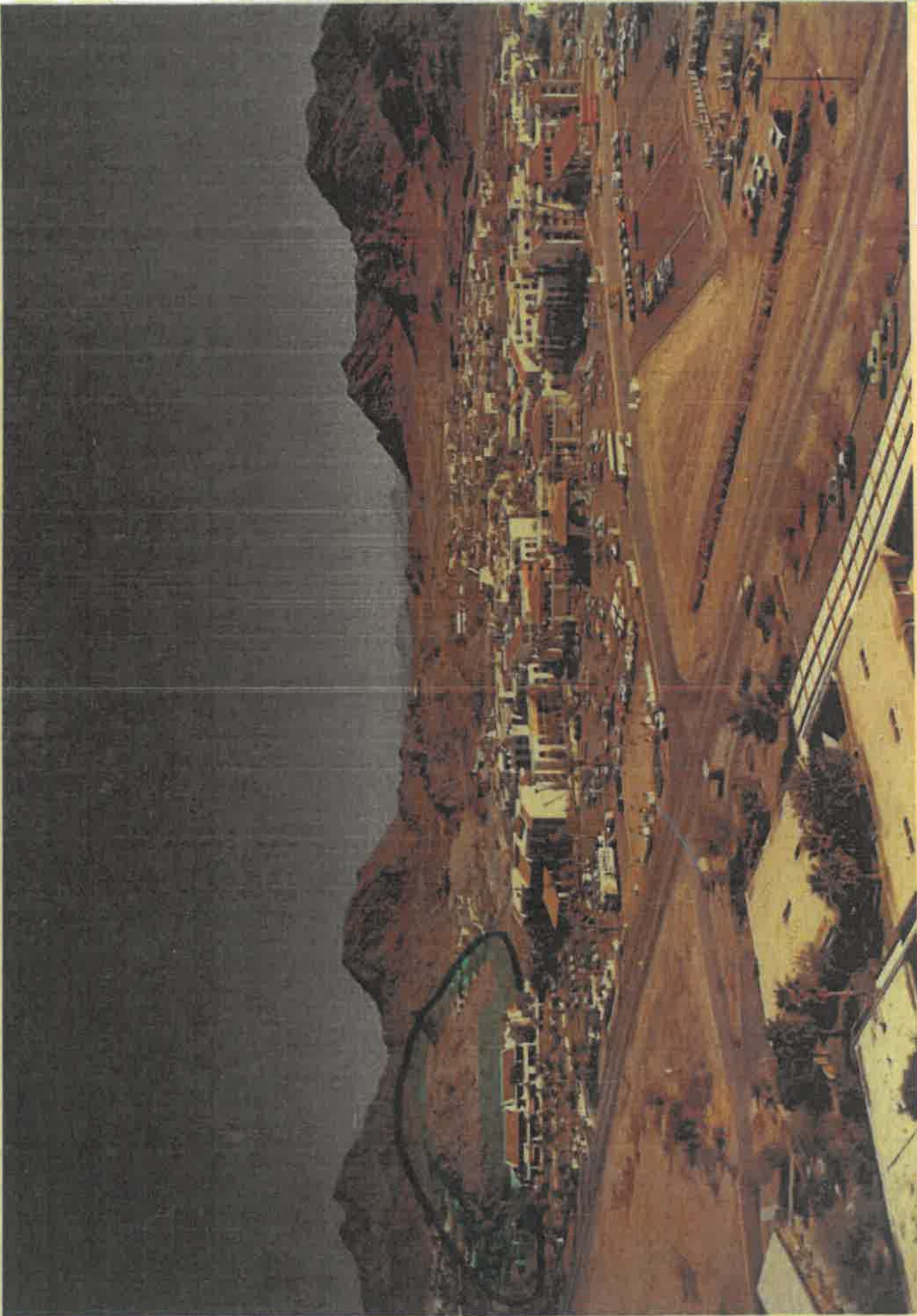
Image Landsat/Copernicus
Data SIO, NOAA, U.S. Navy, IGA, GEBCO

EXH. B

05.11.22

EXHIBIT B





THE POINTE: SOUND BENT

EXH. C

N. 16th St. to Morten Ave. to Northern Ave.

Exhibit D

Legend

- 7741 N 17th St
- Feature 1
- Peak
- Pediatric Associates
- St Stephen's Byzantine Catholic Cathedral



Downtown Phoenix, AZ

The Pointe Squaw Peak

November 15th, 2025.

Google Earth

THE POINTE SQUAW AREA

DOWNTOWN AREA

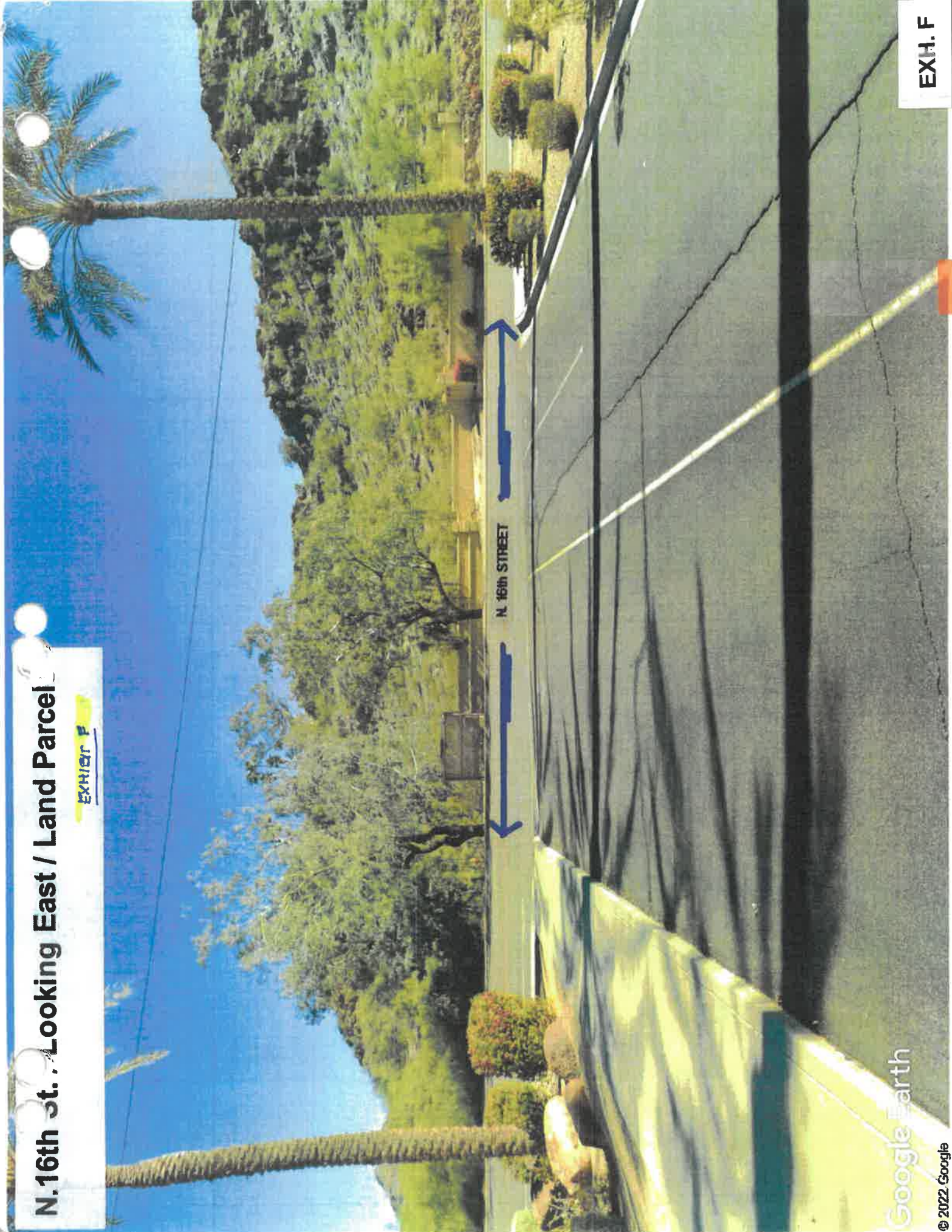
(EXHIBIT)

EXH. E



N.16th St. - Looking East / Land Parcel

EXHIBIT F



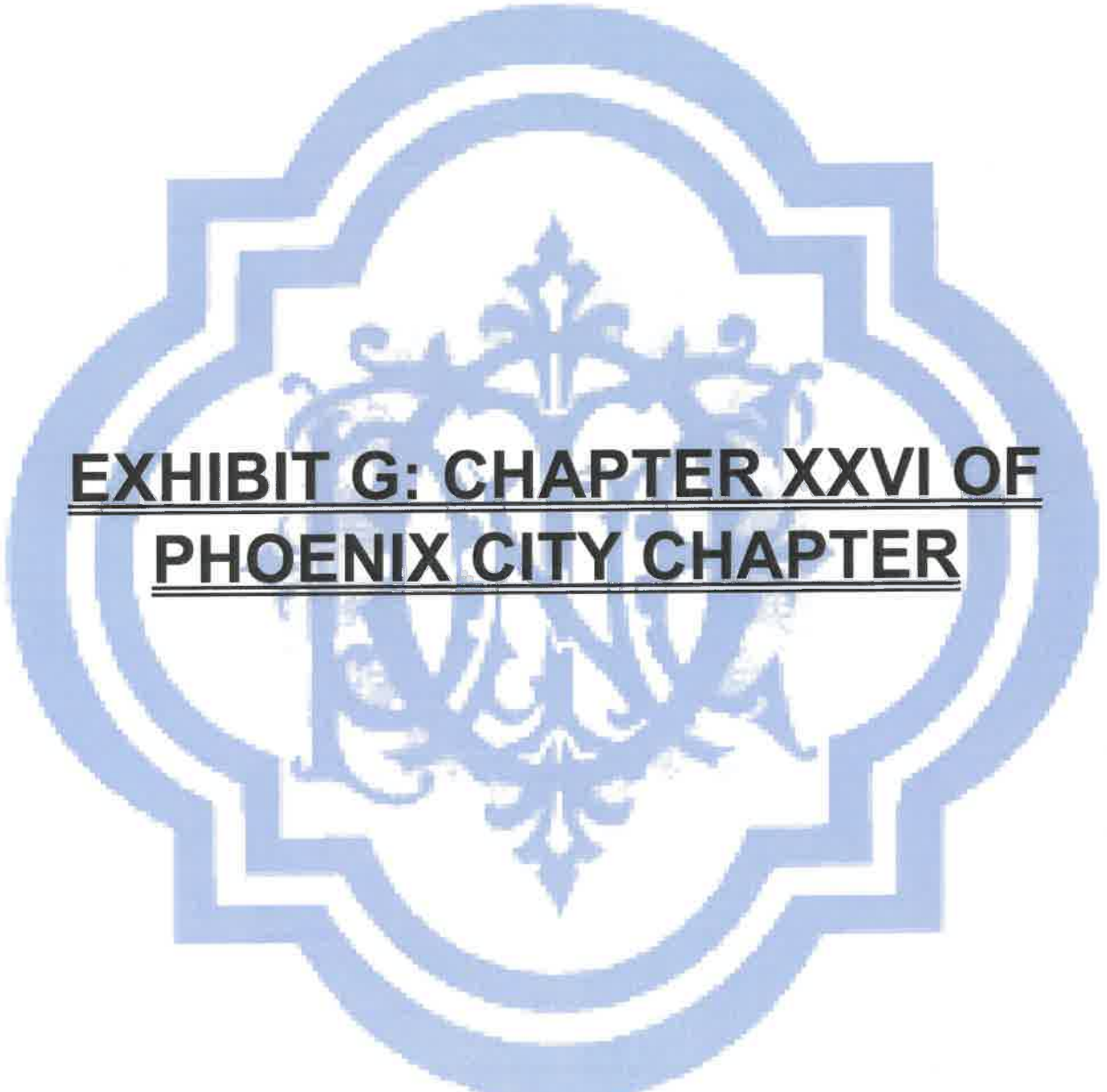


EXHIBIT G: CHAPTER XXVI OF
PHOENIX CITY CHAPTER

CHAPTER XXVI.

CITY OF PHOENIX MOUNTAIN PRESERVES

Sec. 1. Mountain Preserves—Defined.

As used in this Chapter "Mountain Preserves" means all real property included within any of the following categories:

- a. That real property owned by the City at the time of adoption of this Chapter lying within any generally recognized mountain preserve area.
- b. That real property purchased by the City in whole or in part with the proceeds of those General Obligation Bonds issued by the City pursuant to proposition Number 10 of the Special Bond Election held May 22, 1979; or
- c. That real property constituting mountain space open preserves purchased by the City in whole or in part with the proceeds of those General Obligation Bonds issued by the City pursuant to proposition Number 14 of the Special Bond Election held June 5, 1984; or
- d. That real property designated as "Mountain Preserves" by the City Council by ordinance upon the recommendation of the Parks and Recreation Board.

(Election of 11-5-1985)

Sec. 2. Disposition of Mountain Preserve property.

In no event shall any real property within any City Mountain Preserve be sold, traded or otherwise alienated, redesignated or deleted from the Mountain Preserve except by approval of a majority of the electors voting thereon, provided that Mountain Preserve property may be traded if such trade is approved by the Council by ordinance prior to January 1, 1989 in accordance with the provisions set forth in this Chapter.

(Election of 11-5-1985)

Sec. 3. Use of Mountain Preserve property.

- a. The City Council shall, upon the recommendation of the Parks and Recreation Board, establish by ordinance such permitted uses of the Mountain Preserves as are consistent with the following objectives:

1. Maintain the Mountain Preserves, including native plant and animal communities, in their natural state to the maximum extent practicable; and
 2. Provide cultural, educational and recreational opportunities primarily designed to heighten appreciation and enjoyment of the Arizona desert environment; and
 3. Provide equestrian, pedestrian (including handicapped) and vehicular (whether motorized or otherwise) access into the Mountain Preserves to the extent consistent with the foregoing objectives.
- b. The Mountain Preserves shall not be used except for a permitted use established by the City Council pursuant to this Section.
- c. The City Council shall at all times have the power and authority within and in conjunction with any City Mountain Preserve to take appropriate action to:
1. Dedicate necessary rights-of-way and easements required for improving and widening of existing arterial streets and streets adjacent to Mountain Preserve lands.
 2. Make half-street dedications of Mountain Preserve lands as necessary to coordinate with development of adjacent private property, thereby providing street frontage adjacent to Preserve lands.
 3. Provide necessary access and utility easements to private parcels within any Mountain Preserve.
 4. Develop to the extent necessary City-owned flood control and water treatment facilities located within a City Mountain Preserve area.

(Election of 11-5-1995)

Sec. 4. Trading of City Mountain Preserve property.

- a. City-owned real property within any City Mountain Preserve may be traded for other real property upon approval by the City Council by ordinance prior to January 1, 1989 in accordance with the provisions of subsection [\(b\)](#) of this Section.
- b. No trade of City-owned real property within any City Mountain Preserve shall be approved unless the City Council finds that the trade is consistent with the following criteria:
1. The transaction shall contribute land of equal or greater value to the Mountain Preserve.
 2. The total Mountain Preserve acreage shall be increased.
 3. Access for the public shall not be unreasonably impaired.
 4. Trail access shall be improved or not impaired.
 5. All property acquired shall be contiguous to existing Mountain Preserve boundaries.

6. Neighborhoods adjacent to exchange parcels shall be enhanced to the extent possible and such neighborhoods shall be notified of Parks Board and City Council hearings on proposed trades in a manner similar to the notice provided for zoning hearings.
7. Mountain Preserve property exchanged by the City to acquire additional property shall be conveyed with the condition that the property be used only for purposes compatible with the uses of adjacent Mountain Preserve property and all property acquired by the City shall become part of the Mountain Preserve.
8. Any adopted Mountain Preserve Master Plan shall be reviewed in connection with any trade of Mountain Preserve property.

(Election of 11-5-1985)

Sec. 5. An initiative measure to prevent sale, trade, alienation, redesignation, lease or other deletion or removal of any City Mountain Preserve land without approval of a majority of electors voting thereon.

Notwithstanding any other provision of the Charter of the City of Phoenix, no land within any City Mountain Preserve, as that term is defined in Chapter [XXVI](#) of the Charter of the City of Phoenix, shall be sold, traded, alienated, redesignated, leased, or otherwise deleted or removed from the Mountain Preserve except by approval of a majority of electors voting thereon.

(Election of 12-9-1986)

This website is for demonstration or proofing purposes only. It is not necessarily endorsed by Phoenix and should not be relied upon for the content of any publication.

The Phoenix City Charter is current through the November 6, 2018 election.

Disclaimer: The City Clerk's Office has the official version of the Phoenix City Charter. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.


[City Website: www.phoenix.gov](http://www.phoenix.gov)

[Hosted by General Code.](#)




AI Overview



Article XXVI of the Phoenix City Charter, often referred to as **Chapter XXVI - Phoenix Mountain Preserves**, establishes the legal framework for the protection, management, and disposition of designated mountain preserve lands in Phoenix. Established in 1985, this charter article mandates that the City Council, with recommendations from the Parks and Recreation Board, must maintain the Mountain Preserves in their natural state to the maximum extent practicable.  City of Phoenix (.gov) +1

Key details regarding the disposition and protection of Mountain Preserve property under this article include:

- **Restriction on Sale or Use Change:** Property within the Mountain Preserve cannot be sold, leased, or have its use changed without a vote of the City Council.
- **Mandate to Maintain Natural State:** The City is required to maintain the preserves, including native plant and animal communities, in their natural state.
- **Voter Approval for Infrastructure:** According to Arizona Revised Statutes § 28-7047 (which interacts with city charter protections), the state or a political subdivision cannot construct or establish a street, road, or highway through a designated mountain preserve without approval by a majority of the electors of the charter city.
- **Conservation Focus:** The Phoenix Sonoran Preserve and Mountain Parks/Preserve Committee, established under this framework, is dedicated to the conservation of large tracts of natural Sonoran Desert open space.
- **Definition of Protected Land:** The preserve system includes land acquired specifically for preservation, often funded by voter-approved bonds, such as the 1974 bond for mountain preserve acquisition.  City of Phoenix (.gov) +6


Note: There is a related but distinct "Proposition 484" mentioned in 2025 news, which aims to further expand these protections, but the core regulations for the Phoenix Mountain Preserves are embedded in Chapter XXVI of the existing Charter.  Facebook



EXHIBIT H: Warranty Deed
Potential Revision to Expand Property

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED

This Special Warranty Deed ("Deed") is made this ___ day of _____, 2026, by GFH INVESTMENT CORPORATION, an Arizona corporation ("Donor"), in favor of SAVE OUR MOUNTAINS FOUNDATION, an Arizona nonprofit corporation recognized under IRC §501(c)(3) ("Donee").

1. Conveyance

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and specifically as a charitable donation, Donor hereby grants, conveys, and delivers to Donee the real property located in Maricopa County, Arizona

[Legally described in Exhibit A attached hereto and incorporated herein by reference ("Property")]

2. Nature of Transfer

This conveyance is intended to constitute a charitable contribution within the meaning of Section 170 of the Internal Revenue Code. Donor makes no representation regarding the tax treatment of this transfer to Donee.

3. Subject to Existing Matters of Record

This Deed and the Property are conveyed subject to:

- Taxes and assessments not yet due and payable
- All easements, covenants, conditions, restrictions, rights-of-way, and matters of record

4. Special Warranty of Title

Donor warrants title only against claims arising by, through, or under Donor, but not otherwise.

5. Authority

The individual executing this Deed on behalf of Donor is duly authorized.

6. Acceptance

Donee's acceptance of this Deed shall be conclusively presumed upon recording.

DONOR:GFH INVESTMENT CORPORATION (an Arizona corporation)

By: _____

Robert A. Gosnell
President/CEO

NOTARY ACKNOWLEDGMENT

State of Arizona

County of _____

The foregoing instrument was acknowledged before me on this __ day of _____, 2026, by Robert A. Gosnell, President/CEO of GFH Investment Corporation, an Arizona corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

**THE POINTE MCR 194/42 PT LOT 1 DAF COM MOST NLY COR LOT 1 TPOB TH S
60D 58M E 240F S 40D 25M W 262.09F TO ANG ON S BDY LOT 1 TH WLY and NLY
ALG S and W BOUNDARIES LOT 1 TPOB EX RD P/D 83-143921**



TAPATIO CLIFFS DONATION

REAL PROPERTY DONATION AGREEMENT
THE POINTE TAPATIO CLIFFS (7th St.) – APN 159-25-005U
Owner: The Pointe Masterplan, LLC

This Donation Agreement (“Agreement”) is made between The Pointe Masterplan, LLC (“The Pointe”), an Arizona for-profit limited liability company (“Donor”), and SAVE OUR MOUNTAINS FOUNDATION, an Arizona non-profit corporation (“Donee”), together referred to as “Parties” or individually as a “Party”.

RECITALS:

1. Donee, SAVE OUR MOUNTAINS FOUNDATION (“SOMF”), was incorporated in 1972 and operates to support efforts that contribute to the preservation and enhancement of the City of Phoenix Mountain Preserves as established by Chapter XXVI of the Phoenix City Charter.
2. Donor, The Pointe, owns certain real property as described in the attached Legal Description (**Exh. A**) (hereinafter referred to as “The Property”): Then the visuals, photos as follows:

	<u>Document/Photo</u>	<u>Exhibit</u>
a.	The Pointe Tapatio Cliffs Master Plan: Donation Southwest open space area bordering 11 th Street – 54 acres T.B.D. mountain range	B
b.	Master Plan as existing oblique: The donation mountainside depicted by asterisk	C
c.	The Tapatio Cliffs completed resort: Donated Mountain Southside overlooking 7 th Street depicted by arrow	D
d.	The Tapatio Cliffs completed residential: Donated Mountain Southside overlooking 7 th Street depicted by arrow	E

3. Donor desires to donate, and Donee desires to accept, the Property described in the foregoing.
4. Donor transfers herein “The Property” to Donee with the commitment that Donee is transferring fee ownership of the Property to the City of Phoenix as part of the Phoenix Mountain Preserves in accordance with Chapter XXVI of the Phoenix City Charter (**Exh. F**).
5. The property is Planned Area Development (“PAD 11”), existing vacant mountainside.

NOW THEREFORE, the Parties herein agree to the following:

AGREEMENT:

1. Incorporation by Reference. The Recitals, and all Exhibits referenced in the Recitals and in this Agreement, are fully incorporated herein by this reference and made part of this Agreement.
2. Ownership. Donor warrants and represents that it is the fee simple owner of the Property and that Donor, acting through its undersigned signatory, has full authority to transfer its complete and undivided interest in the title to the Property to Donee.
3. Transfer of Property. Donor agrees to irrevocably transfer and deliver the Property to Donee by Warranty Deed in the form attached hereto as **(Exh. G)**¹.
4. Phoenix Mountain Preserves. Provided that the City of Phoenix accepts title to the Property. Donee affirms that it will transfer fee ownership of the Property to the City of Phoenix as part of the Phoenix Mountain Preserves in accordance with Chapter XXVI of the Phoenix City Charter. Notwithstanding the foregoing, Donee shall manage and administer the Property in accordance with its status as a non-profit corporation.
5. “As Is” Donation. Donee acknowledges that this Agreement constitutes an “As Is” transfer in its current condition, except that the Parties agree to cooperate to remove any title exceptions, either before or after the transfer of title to the Donee.
6. Right of Entry and Property Inspections. Donee and its duly authorized agents and invitees are hereby authorized to enter upon the Property in order to inspect the Property and any improvements on the Property and conduct physical and environmental inspections and assessments of the Property at any time and to update those as circumstances may require. Such inspections shall be conducted in a manner that does not unreasonably interfere with Donor’s privacy as a neighbor, nor the **very limited** easement for enjoyment, such as access to trails, **sports courts and jacuzzi tub**.
7. Security and Maintenance of the Property. This to be of the undisturbed mountainscape visible from downtown Phoenix & 7th Street, the North “Gateway” major access to Moon Valley and beyond. As a condition the donor is entitled to utilize the acreage donated as required in the City Hillside Ordinance.

¹ This is to comply with taxation **considerations being in the Best Interest of the Parties** herein.

8. Transaction Costs. In connection with the closing of this transaction Donor shall be responsible for payment of its attorneys' fees, if any, incurred by Donor, then Donee shall be responsible for payment of all remaining costs.
9. Binding. All provisions herein shall be binding upon the heirs, successors and assigns of the Parties hereto.
10. Tax Reporting. Donor is solely availed the authorization and responsibility for compliance with tax reporting, if any, arising from the donation of the Property.
11. Indemnification. Donor and Donee shall indemnify, defend, and hold harmless Donor and Donee and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to the transfer of title to the Property from Donor to Donee.
12. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this arbitration provision, shall be resolved by binding arbitration administered pursuant to the Real Estate Industry Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted in Phoenix, Arizona, before a single arbitrator. Judgment on the award may be entered in any court having jurisdiction. The Parties agree that:
 - a. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement.
 - b. The arbitration shall be confidential, and neither Party shall disclose the existence, content, or result of any arbitration except as may be required by law.
 - c. The Party initiating arbitration shall bear the costs and attorneys' fees, and shall be responsible for the arbitration costs regardless of the prevailing Party.
13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreement and understandings related to such subject matter.
14. Counterparts and Digital Signatures. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as by any party who has signed it. The Parties agree that they may execute this Agreement through electronic signature technology, which is in compliance with Arizona and Federal law (the Electronic Signatures in Global and National Commerce Act, ESIGN Act and the Uniform Electronic Transactions Act, UETA) governing electronic signatures. The Parties agree

that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

DONOR: THE POINTE MASTERPLAN, LLC
an Arizona Limited Liability Company
By: GFH Investment Corporation it's Managing Member

By: _____
(President/CEO of GFH Investment Corporation)

Date: _____

DONEE: SAVE OUR MOUNTAINS FOUNDATION

By: Scott Frische
Its: President, Board of Directors

Date



EXHIBIT A: Legal Description

EXHIBIT A
LEGAL DESCRIPTION

**Property Description: TH PT OF N2 SW4 SEC 21 LY NELY and ELY OF E R/W LN OF
9TH ST PER MCR 303-18 and WLY MCR 332-15 and SWLY P/D 16387-0843**

Address:

11033 N 11TH PL PHOENIX, AZ 85020



EXHIBITS B-E





DOWNTOWN PHOENIX, AZ

Current Donation Southside

The Pointe at Tapatio Cliffs

Previous Donation

November 15th, 2025

Google Earth



The Pointe Symphony Pops

Previously Donated

Previously Donated

Current Donation

Pending

Google Earth

November 15th, 2025.

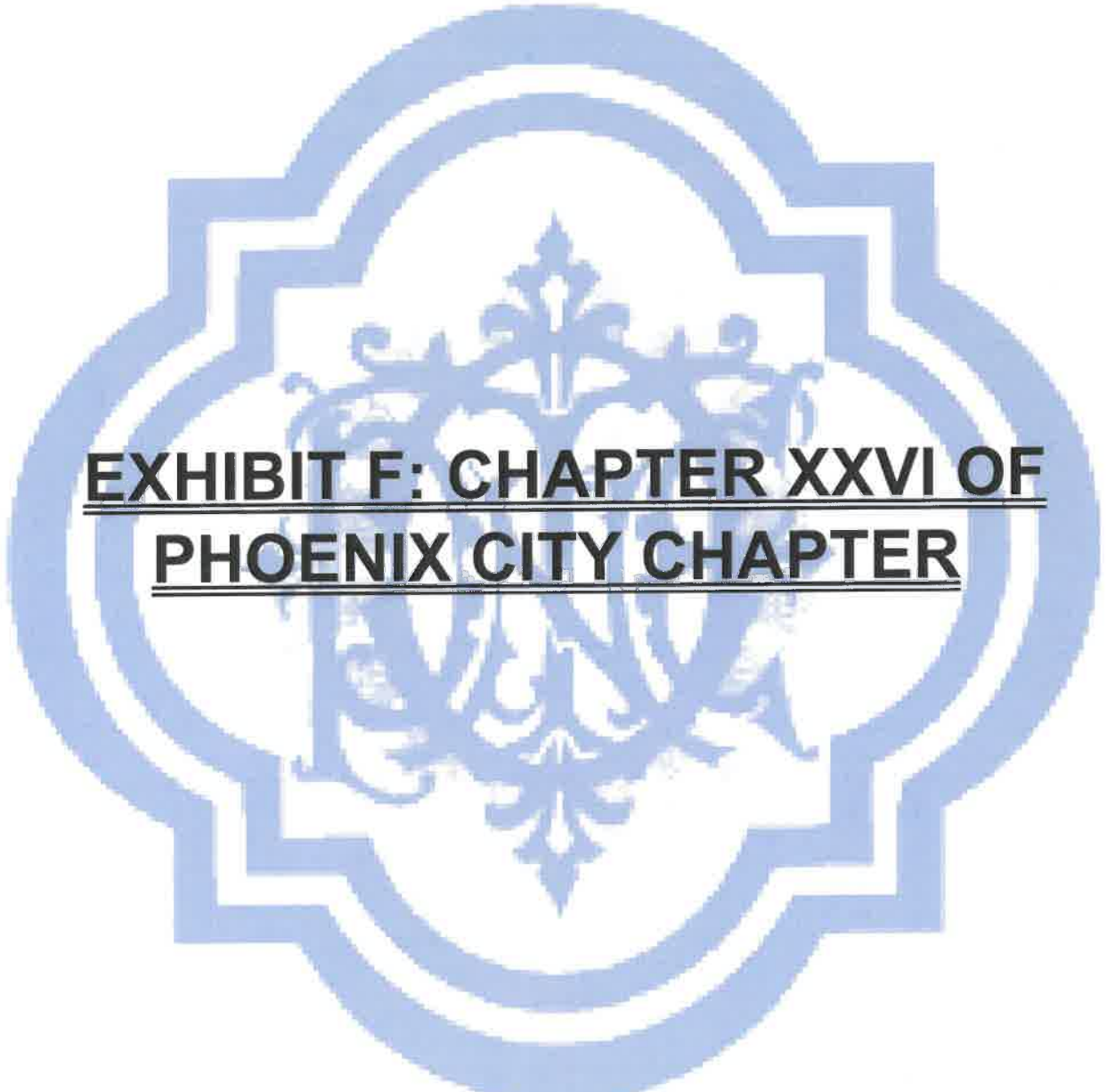


EXHIBIT F: CHAPTER XXVI OF
PHOENIX CITY CHAPTER

CHAPTER XXVI.

CITY OF PHOENIX MOUNTAIN PRESERVES

Sec. 1. Mountain Preserves—Defined.

As used in this Chapter "Mountain Preserves" means all real property included within any of the following categories:

- a. That real property owned by the City at the time of adoption of this Chapter lying within any generally recognized mountain preserve area.
- b. That real property purchased by the City in whole or in part with the proceeds of those General Obligation Bonds issued by the City pursuant to proposition Number 10 of the Special Bond Election held May 22, 1979; or
- c. That real property constituting mountain space open preserves purchased by the City in whole or in part with the proceeds of those General Obligation Bonds issued by the City pursuant to proposition Number 14 of the Special Bond Election held June 5, 1984; or
- d. That real property designated as "Mountain Preserves" by the City Council by ordinance upon the recommendation of the Parks and Recreation Board.

(Election of 11-5-1985)

Sec. 2. Disposition of Mountain Preserve property.

In no event shall any real property within any City Mountain Preserve be sold, traded or otherwise alienated, redesignated or deleted from the Mountain Preserve except by approval of a majority of the electors voting thereon, provided that Mountain Preserve property may be traded if such trade is approved by the Council by ordinance prior to January 1, 1989 in accordance with the provisions set forth in this Chapter.

(Election of 11-5-1985)

Sec. 3. Use of Mountain Preserve property.

- a. The City Council shall, upon the recommendation of the Parks and Recreation Board, establish by ordinance such permitted uses of the Mountain Preserves as are consistent with the following objectives:

1. Maintain the Mountain Preserves, including native plant and animal communities, in their natural state to the maximum extent practicable; and
 2. Provide cultural, educational and recreational opportunities primarily designed to heighten appreciation and enjoyment of the Arizona desert environment; and
 3. Provide equestrian, pedestrian (including handicapped) and vehicular (whether motorized or otherwise) access into the Mountain Preserves to the extent consistent with the foregoing objectives.
- b. The Mountain Preserves shall not be used except for a permitted use established by the City Council pursuant to this Section.
- c. The City Council shall at all times have the power and authority within and in conjunction with any City Mountain Preserve to take appropriate action to:
1. Dedicate necessary rights-of-way and easements required for improving and widening of existing arterial streets and streets adjacent to Mountain Preserve lands.
 2. Make half-street dedications of Mountain Preserve lands as necessary to coordinate with development of adjacent private property, thereby providing street frontage adjacent to Preserve lands.
 3. Provide necessary access and utility easements to private parcels within any Mountain Preserve.
 4. Develop to the extent necessary City-owned flood control and water treatment facilities located within a City Mountain Preserve area.

(Election of 11-5-1995)

Sec. 4. Trading of City Mountain Preserve property.

- a. City-owned real property within any City Mountain Preserve may be traded for other real property upon approval by the City Council by ordinance prior to January 1, 1989 in accordance with the provisions of subsection [\(b\)](#) of this Section.
- b. No trade of City-owned real property within any City Mountain Preserve shall be approved unless the City Council finds that the trade is consistent with the following criteria:
1. The transaction shall contribute land of equal or greater value to the Mountain Preserve.
 2. The total Mountain Preserve acreage shall be increased.
 3. Access for the public shall not be unreasonably impaired.
 4. Trail access shall be improved or not impaired.
 5. All property acquired shall be contiguous to existing Mountain Preserve boundaries.

6. Neighborhoods adjacent to exchange parcels shall be enhanced to the extent possible and such neighborhoods shall be notified of Parks Board and City Council hearings on proposed trades in a manner similar to the notice provided for zoning hearings.
7. Mountain Preserve property exchanged by the City to acquire additional property shall be conveyed with the condition that the property be used only for purposes compatible with the uses of adjacent Mountain Preserve property and all property acquired by the City shall become part of the Mountain Preserve.
8. Any adopted Mountain Preserve Master Plan shall be reviewed in connection with any trade of Mountain Preserve property.

(Election of 11-5-1985)

Sec. 5. An initiative measure to prevent sale, trade, alienation, redesignation, lease or other deletion or removal of any City Mountain Preserve land without approval of a majority of electors voting thereon.

Notwithstanding any other provision of the Charter of the City of Phoenix, no land within any City Mountain Preserve, as that term is defined in Chapter [XXVI](#) of the Charter of the City of Phoenix, shall be sold, traded, alienated, redesignated, leased, or otherwise deleted or removed from the Mountain Preserve except by approval of a majority of electors voting thereon.

(Election of 12-9-1986)

This website is for demonstration or proofing purposes only. It is not necessarily endorsed by Phoenix and should not be relied upon for the content of any publication.

The Phoenix City Charter is current through the November 6, 2018 election.

Disclaimer: The City Clerk's Office has the official version of the Phoenix City Charter. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.phoenix.gov

Hosted by [General Code](#).



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Article XXVI of the Phoenix City Charter, often referred to as **Chapter XXVI - Phoenix Mountain Preserves**, establishes the legal framework for the protection, management, and disposition of designated mountain preserve lands in Phoenix. Established in 1985, this charter article mandates that the City Council, with recommendations from the Parks and Recreation Board, must maintain the Mountain Preserves in their natural state to the maximum extent practicable. 🇺🇸 City of Phoenix (.gov) +1

Key details regarding the disposition and protection of Mountain Preserve property under this article include:

- **Restriction on Sale or Use Change:** Property within the Mountain Preserve cannot be sold, leased, or have its use changed without a vote of the City Council.
- **Mandate to Maintain Natural State:** The City is required to maintain the preserves, including native plant and animal communities, in their natural state.
- **Voter Approval for Infrastructure:** According to Arizona Revised Statutes § 28-7047 (which interacts with city charter protections), the state or a political subdivision cannot construct or establish a street, road, or highway through a designated mountain preserve without approval by a majority of the electors of the charter city.
- **Conservation Focus:** The Phoenix Sonoran Preserve and Mountain Parks/Preserve Committee, established under this framework, is dedicated to the conservation of large tracts of natural Sonoran Desert open space.
- **Definition of Protected Land:** The preserve system includes land acquired specifically for preservation, often funded by voter-approved bonds, such as the 1974 bond for mountain preserve acquisition. 🇺🇸 City of Phoenix (.gov) +6

Note: There is a related but distinct "Proposition 484" mentioned in 2025 news, which aims to further expand these protections, but the core regulations for the Phoenix Mountain Preserves are embedded in Chapter XXVI of the existing Charter. 📘 Facebook



EXHIBIT G: Warranty Deed

When Recorded Return To:

Robyn L. Interpreter, Esq.
MONTGOMERY & INTERPRETER, PLC
3301 E. Thunderbird Rd.
Phoenix, Arizona 85032

WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, THE POINTE MASTERPLAN, LLC ("GRANTOR"), does hereby grant and convey to SAVE OUR MOUNTAINS FOUNDATION ("GRANTEE"), all right, title, and interest, together with all improvements located thereon, the following real property situated in Maricopa County, Arizona:

[see legal description attached as Exhibit A]

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

Dated: _____

GRANTOR: THE POINTE MASTERPLAN, LLC

By: Robert A. Gosnell, GFH Investment Corporation
(Sole Member of The Pointe Masterplan, LLC)
Its: Chairman/President/CEO
8383 S. 48th St., Phoenix, Arizona 85044

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ___ day of _____ 2025, before the undersigned Notary Public, _____ personally appeared and acknowledged that he/she is the person whose name is subscribed to the foregoing instrument.

Notary Public

My Commission Expires: _____

GRANTEE: SAVE OUR MOUNTAINS FOUNDATION

By: Scott Frische
Its: President, Board of Directors
12950 N. 7th St., Phoenix, Arizona 85022

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ___ day of _____ 2025, before the undersigned Notary Public,
_____ personally appeared and acknowledged that he/she is the person
whose name is subscribed to the foregoing instrument.

My Commission Expires: _____
Notary Public _____

EXHIBIT A
LEGAL DESCRIPTION

**Property Description: TH PT OF N2 SW4 SEC 21 LY NELY and ELY OF E R/W LN OF
9TH ST PER MCR 303-18 and WLY MCR 332-15 and SWLY P/D 16387-0843**

Address:

11033 N 11TH PL PHOENIX, AZ 85020