

**REAL PROPERTY DONATION AGREEMENT**  
**THE POINTE TAPATIO CLIFFS (7<sup>th</sup> 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 <sup>th</sup> Street – 54 acres T.B.D. mountain range	<b>B</b>
b. Master Plan as existing oblique: The donation mountainside depicted by asterisk	<b>C</b>
c. The Tapatio Cliffs completed resort: Donated Mountain Southside overlooking 7 <sup>th</sup> Street depicted by arrow	<b>D</b>
d. The Tapatio Cliffs completed residential: Donated Mountain Southside overlooking 7 <sup>th</sup> Street depicted by arrow	<b>E</b>

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.

## REAL PROPERTY DONATION AGREEMENT

7<sup>th</sup> St. Tapatio – APN 159-25-005U

Owner: The Pointe Masterplan, LLC Cont. -

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)**<sup>1</sup>.
4. Phoenix Mountain Preserves. Provided that the City of Phoenix will accept 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 easement for enjoyment, such as access to trails.
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.
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.

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<sup>1</sup> This is to comply with taxation Best Interest herein on Warranty Gift or no consideration.

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Owner: The Pointe Masterplan, LLC Cont. -

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, E-SIGN 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.

**REAL PROPERTY DONATION AGREEMENT**

**7<sup>th</sup> St. Tapatio – APN 159-25-005U**

**Owner: The Pointe Masterplan, LLC Cont. -**

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**

That part of the North half of the Southwest quarter of Section Twenty-one (21), Township Three (3) North, Range Three (3) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

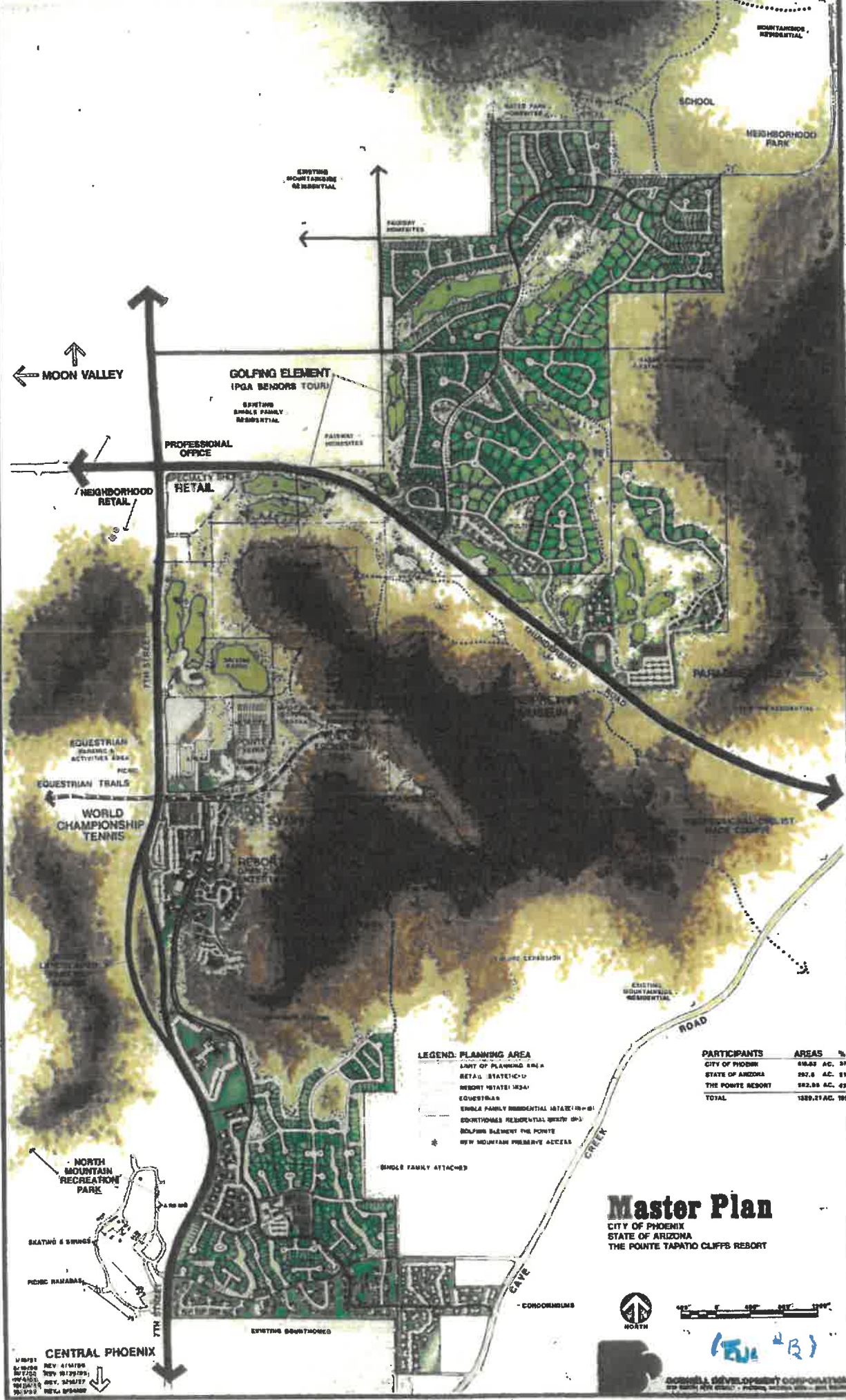
BEGINNING at the West quarter corner of said Section 21, Township 3 North, Range 3 East; running thence Easterly, along the North line of said Southwest quarter to the Northeast corner thereof; thence Southerly, along the East line of said Southwest quarter to a point 650 feet Northerly from the Southeast corner of said North half of the Southwest quarter, being the Northeast corner of the certain tract of land conveyed to Richard J. Cosman, et us, by Deed recorded in Docket 1206 page 28; thence Westerly along the North line of aforesaid Cosman Tract and the prolongation thereof, and along the North line of that certain tract of land conveyed to Fordyce J. Hamilton, et al, by Deed recorded in Docket 434, page 313 thereof, to the Northwest corner thereof, a distance of 941.93 feet; thence Southerly, along the Westerly line of aforesaid Hamilton Tract, 650.00 feet to the South line of said North half of the Southwest quarter; thence Westerly along said South line to the Southwest corner of said North half of the Southwest quarter; thence Northerly, along the West line of said North half of the Southwest quarter to the West quarter corner of said Section 21, the point of beginning.

**EXCEPT:**

That part of the West half of the Northwest quarter of the Southwest quarter of Section 21, Township 3 North, Range 3 East, G&SRB&M, lying Westerly of the Westerly right of way line of Seventh Street.

Comprising 53.45 acres, more or less.

Q614 10



**GOLFING ELEMENT**  
(PGA BENDORS TOUR)  
EXISTING SINGLE FAMILY RESIDENTIAL

PROFESSIONAL OFFICE

RETAIL

WORLD CHAMPIONSHIP TENNIS

NORTH MOUNTAIN RECREATION PARK

SKATING & SWINGS

PICNIC RAMPADS

CENTRAL PHOENIX

**LEGEND: PLANNING AREA**

- LIMIT OF PLANNING AREA
- RETAIL (STATE 10)
- RESORT (STATE 12A)
- EQUESTRIAN
- SINGLE FAMILY RESIDENTIAL (STATE 10-B)
- CONDITIONAL RESIDENTIAL (STATE 10-C)
- GOLFING ELEMENT (PGA TOUR)
- NEW MOUNTAIN PRESERVE ACCESS

PARTICIPANTS	AREAS	%
CITY OF PHOENIX	848.83 AC.	27
STATE OF ARIZONA	287.6 AC.	11
THE POINTE RESORT	342.88 AC.	13
<b>TOTAL</b>	<b>1479.31 AC.</b>	<b>100</b>

**Master Plan**

CITY OF PHOENIX  
STATE OF ARIZONA  
THE POINTE TAPATIO CLIFFS RESORT



(EVA 4B)

SCHELL DEVELOPMENT CORPORATION  
222 SOUTH MOUNTAIN AVENUE, PHOENIX, ARIZONA 85012

1/1/89  
2/1/89  
3/1/89  
4/1/89  
5/1/89  
6/1/89  
7/1/89  
8/1/89  
9/1/89  
10/1/89  
11/1/89  
12/1/89



MOUNTAIN PRESERVE

POINTE TABATIO CLIFFS

7th STREET

PACIFIC AVENUE

www.cityofdenver.gov

10-10-10



**DOWNTOWN PHEONIX, AZ**

**Current Donation Southside**

**Previous Donation**


**The Pointe at Tapatio Cliffs**

**November 15th, 2025**

Google Earth

Kenia W



The background features a large, faint blue watermark of the Phoenix City Seal. The seal is circular with a decorative, multi-lobed border. Inside the border is a central emblem depicting a phoenix rising from its own ashes, with a banner across its chest. The text "EXHIBIT F: CHAPTER XXVI OF PHOENIX CITY CHAPTER" is overlaid on the seal.

**EXHIBIT F: CHAPTER XXVI OF**  
**PHOENIX CITY CHAPTER**



**GRANTEE: SAVE OUR MOUNTAINS FOUNDATION**

\_\_\_\_\_  
By: Scott Frische  
Its: President, Board of Directors  
12950 N. 7<sup>th</sup> 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

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