

Report Number 2
Submitted to the
Yavapai County Planning and Zoning Commission
Regarding the Requested Rezoning of
El Rojo Grande Ranch

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by

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The Most Important Question Regarding Land Use

"We want to make sure whatever we do with that land really does create, not only a positive benefit today, but becomes something that we're proud of, as time rolls forward, and we can look back in 10, 20, 30 years from now and say, that was a good decision."

Randy Garrison, Dec 17, 2018, KAZM, 780 AM

Note

This report is a continuation of a previous report that was delivered to the Yavapai County Planning and Zoning Commission on December 10, 2018.

The Sections in this follow-up Report start with Section 7.
The Appendices in this follow-up Report start with Appendix C.

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Section 7: How much experience does ELS have as a Land Developer?

7.1 The most important Land Use consideration

As quoted on the cover of this report, Randy Garrison made a very important statement regarding Land Use decisions, in his December 17, 2018, interview on KAZM radio:

"We want to make sure whatever we do with that land really does create, not only a positive benefit today, but becomes something that we're proud of, as time rolls forward, and we can look back in 10, 20, 30 years from now and say, that was a good decision."

The land use decisions made by people 10, 20, or 30 years ago are impacting our lives today - for better or worse. And the decisions that we make today, will impact the day-to-day lives of people for many years to come.

However, just as important as the Land Use decisions that we make today are the people and organizations who **implement** those Land Use decisions. Any Land Use decision can be regrettable, if implemented in the wrong way. In the case of the Rojo Grande MH development, the implementer will be Equity Lifestyles (ELS).

7.2 How many MH parks does ELS own?

One question that should be answered is how much experience does ELS have in managing MH parks? That question can easily be answered by the **ELS Annual Reports**, which are filed with the **US Securities and Exchange Commission** each year.

All of those Annual Reports (from 1997 onward) can be downloaded from:
[https://equitylifestyle.gcs-web.com/sec-filings?field_nir_sec_form_group_target_id\[471\]=471&items_per_page=10&page=0](https://equitylifestyle.gcs-web.com/sec-filings?field_nir_sec_form_group_target_id[471]=471&items_per_page=10&page=0)

The 2016 ELS Annual Report lists the names of **391 properties**.

(1) 198 of those properties are Mobile Home (MH) parks

(2) 193 of those properties are Recreational Vehicle (RV) parks.

A brief history of these 391 properties are listed in the chart below.

Years of acquisition	No. of MH parks acquired	No. of RV parks acquired
1983 to 2002	117	8
2002 to 2010	15	166
2010 to 2016	66	19
Total	198	193

As shown in the chart above, the ELS business model seems to have evolved through three distinct phases, since it began acquiring properties in 1983. ELS started their investments in MH parks. Then, in 2002 they dramatically shifted their investments toward RV parks. Presumably, this shift was based on a belief that RV parks would provide a better return on investment. In the last few years that dramatic shift toward RV parks has **reversed**, and ELS is now acquiring more than 3 MH parks for each RV park.

7.3 How many of their 198 MH parks did ELS develop?

In his December 17 radio interview mentioned above, Randy Garrison said, regarding Equity Lifestyles:

"What I know is they're one of the largest developers of these types of living areas in the world. They have, I believe, about 241 nationwide, or worldwide, and about 40 or so right here in the State of Arizona."

This raises the question:

Exactly how many Mobile Home Parks has Equity Lifestyles developed?

To answer this question, we can once again examine the ELS Annual Reports.

The Table in Appendix C shows all of the 198 Mobile Home parks that ELS listed in their 2016 Annual Report, along with the years of their acquisitions. Using the year of acquisition for each MH park, it is possible to look back into the Annual Report for the corresponding year, to determine whether that MH park was purchased as **raw land** (for development) or as an established **Mobile Home park**.

We determine that by examining how many **MH sites** were already on the property when ELS acquired the property.

The ELS Annual Reports for the years prior to 1996 are not available. However, all of the subsequent Annual Reports tell a consistent story. Table C.1 (in Appendix C) shows all of the MH parks that ELS acquired from 1996 to 2016. For each of these properties we can see the **occupancy percentage** when they were acquired. The occupancy percentage for **raw land** would be **0%**. However, the occupancy data for **ALL** of the parks acquired by ELS show that they were **already constructed and populated** when ELS acquired them. On average, those parks were 92% occupied when ELS acquired them.

If this 21 years of Annual Report data is consistent with (unavailable) data from previous years, this leads to **two conclusions**:

- (1) ELS has built their MH business on acquiring well **established** mobile home parks (i.e. 92% occupied, on average).
- (2) **There NO EVIDENCE that ELS has EVER DEVELOPED a MH park.**

Thus, the statement that ELS is "one of the largest developers of these types of living areas in the world" is simply not true.

7.4 The process of developing a new MH park

Unlike site-build residential development (where construction does not typically begin until a committed buyer is found, and phased financing is arranged) MH park development involves site development for the home sites, before buyers have committed to purchase the manufactured homes. This includes the installation of all of the utilities, including water, wastewater treatment, and wastewater disposal facilities.

Investing in **established** MH parks has become popular and lucrative in recent years, and some financial advisors have specialized in guiding investors who are considering investments in MH parks.

Perhaps the most widely known of these investment advisors is **Mobile Home University (MHU)**:

<https://www.mobilehomeuniversity.com/>

Their website proclaims "**We Teach Mobile Home Park Investing**"

MHU was established by Frank Rolfe and Dave Reynolds. According to their web site, they are the "5th largest owners of mobile home parks in the US, with over \$500 million in assets".

Prominently displayed on their home page is a link that says:

Why you should never build a mobile home park

Among their reasons:

- (1) *"You can't get municipal water and sewer."*
- (2) *"You can't fill lots without buying the homes."*
- (3) *"Banks won't make loans on parks that are not stabilized (80% occupancy) and you will be on your own until you hit that number."*

In conclusion, they write:

"Building a new mobile home park is just a bad idea. Buying an existing mobile home park is a great idea. The affordable housing industry is a great business model, but the real estate construction business model is not. Stick with existing parks. They are easier, lower risk and - most importantly - infinitely more profitable."

7.5 A look at the numbers

Building a mobile home park is a 2-step process:

- (1) Build out the infrastructure, including all the utilities, the wastewater treatment plant, and the means of water disposal.
- (2) Market Manufactured Homes to potential homeowners, to populate the park.

The costs (and the time required) for building out the infrastructure can be estimated and (with a competent construction firm) can be brought in on budget, and on schedule.

However, the subsequent amount of capital required to **populate** a park is **huge**. In the case of the Rojo Grande project it is (600 x \$115,000 = 69 Million dollars)

ELS has no plans to provide this capital. Their business strategy is one of incrementally raising the rent to "*Whatever the market will bear*" (in the words of one ELS representative at their open house). If they were to purchase homes to populate their park, then each rental increase would devalue their own capital investment in those homes.

This means that the **pace** at which the park can be populated with manufactured homes will be **limited** by ELS's ability to convince people to buy manufactured homes, and install them on the ELS rented sites in the park.

7.6 The importance of permanently-installing the homes

ELS has stated that all of the homes in the new Rojo Grande MH park will be **permanently-installed** manufactured homes, instead of mobile homes. This suits their business model well. Despite the high cost of moving a mobile home, some homeowners in Sedona Shadows have chosen to move their home out of the park, due to the rising rents. However, this will not be possible with manufactured homes that are permanently installed on concrete footings.

7.7 Regarding ELS claims of providing workforce housing

During the Oct 9th Sedona City Council meeting, Mr Rodney Jarvis explained that Federal Regulations would allow up to 20% of the homeowners to be under the age of 55, and that this would provide workforce housing for workers in Sedona.

In response to that claim, one Councilman said "*I don't quite understand the age qualified thing. Explain a little bit why... it sounds like there is some Federal Regulations that allows you to have some benefit for restricting the age to 55 and above, and that it's substantial enough that you're not willing to just open it up to everybody.*"

Mr Jarvis replied "*It defines a market for us... people who would prefer to be with a crowd more their own age.*"

The councilman then replied *"But you are presenting to us a real possibility that we're going to have a workforce there, staying with older people in those homes. I don't understand what that number is likely to be, and you have a lot of experience in other communities that are 55 and older."*

Mr Jarvis replied *"What I am telling you is that 20% will be available. If people are looking for housing that is more affordable and want to be close to a job in Sedona, we would be available to them. And they can legally be there, if they decide to be there."*

Note: The standard **Rental Agreement for Sedona Shadows** includes a clause that states *"Each occupied home site within the COMMUNITY must be permanently occupied by at least one person fifty-five (55) years of age or older as of the date of occupancy."* (See Appendix D, page 33)

Mr Jarvis was then asked *"What would you define as affordable?"* He replied:

"The purchase price for a really nice manufactured home is in the 100,000 to 130,000 range. If you buy one of those units and you put it on the site, you pay a monthly fee under 1000 dollars ... \$980 dollars a month."

As shown in Section 5 of the previous Report, purchasing such a home with a relatively high interest 30-year Chattel Mortgage, and then paying the \$1000 per month rental, plus insurance, would require an income in excess of \$70,000 per year. If rental rates for the land beneath the home then rose over subsequent years, the total monthly payments could approach the cost of a mortgage on a site-built home. However, at the same time, the equity in the manufactured home would **fall** over time (rather than rise) because of the rising rents.

These falling home prices are not a problem for ELS, as their rental contracts include a clause that allows them to exercise their *"Right of First Offer"* to (1) purchase the home at a discounted price, and (2) market that home to a new tenant, along with new rental terms that make it more attractive to the potential buyer. (See Appendix D, page 39)

7.8 The problem of selling manufactured homes in the new park

As shown earlier, ELS purchases established MH parks that are already largely populated. In other words, the MH park has **already been developed**, and it only needs Management and Maintenance. ELS has not had to convince hundreds of potential MH buyers to invest \$100,000 or more to purchase homes in their parks.

Doing so requires a level of **trust** between the cash buyer and the mobile home developer... or between the **lender** and the developer.

With recent revelations about how ELS has steeply raised rents over the last 20 years in Sedona Shadows (with no sign of leveling off in the future) it's going to be difficult for ELS to establish the level of trust that they will need with potential buyers and lenders, to sell MH units in their new park.

Homebuyers who buy their MH in the park with a Chattel Mortgage could also create difficult problems for ELS. If subsequent rental increases put the monthly cost of the home beyond the reach of the owners, and if the homeowners are not able find a buyer who is willing to take on that mortgage, they might choose to just **abandon** their home, and default on the Mortgage. The ELS rental contract includes a clause that allows ELS to simply claim ownership of any abandoned home and then resell it. (See Appendix D page 37) However, that clause would not be operative against a lender, who offered the Chattel Mortgage with the home as collateral. The result would be an awkward situation, with the the lender unwilling to sell the home at a deeply discounted rate to ELS, and ELS having a homeowner who does not meet the Federal Regulations for a 55+ community, and is not willing to sign a new high-cost rental agreement. It would not take very many of these events to convince Chattel Mortgage lenders to invest their money elsewhere.

This fact, combined with the ongoing publicity about the steeply rising rents in Sedona Shadows, and the consequential falling home prices, it is likely that lenders are going to be reluctant to offer Chattel loans to potential residents in the new Rojo Gande MH park. This brings us to the question of how ELS will be able to **populate** the 600 MH sites in its new park.

During the Dec 20 meeting of the Planning and Zoning Commission, one of the Commissioners questioned Mr Jarvis about the affordability of the homes in their new development. Mr Jarvis defered to an ELS representative who said "In many cases homebuyers in US communities purchase in **cash**, because they're at a stage of life where they don't want any more debt." (It might be more accurate to say that these homebuyers are at a stage in their life where they have enough retirement savings to simply **buy** the MH, rather than take out a mortgage.)

This suggests an answer to the question of why ELS prefers to operate 55+ retirement communities. With buyers who can pay **cash**, there is no need to deal with the ugly possibility of a mortgage default.

This leads us to the next question:

Are there enough retiring seniors who are willing and able to pay cash for a MH to be permanently installed on rented land inside the ELS park?

During his response to one Sedona City Council member's question, Mr Jarvis made a remarkably candid statement:

"The cap is 688 units and that's where the cap stays. There is no intention of raising it. Frankly, I'd be surprised if we develop 688 units. My guess is, given my experience as a zoning attorney for a long time, that number will never be reached."

Mr Jarvis did not elaborate on **why** he felt (based on his long-time experience, including his 10 years with ELS) that ELS would not be able to fully populate their new MH park. However, a plausible answer is that he feels that ELS will have difficulty convincing potential MH buyers to purchase homes, and have them (permanently) installed on rented homesites in the park.

This would also provide an explanation for why ELS included in their original Letter of Intent that they would like to be able to convert the front 130 of the MH sites (those adjacent to State Route 98A) into RV sites.

7.9 You cannot unpave paradise

If ELS builds out their MH park, and is then unable to populate their park, we will be left with a bulldozed landscape. The spectacular, biologically productive, and sensitive ecology of El Rojo Grande Ranch will be gone (along with its centuries-old junipers) forever.

In answering the question of whether to rezone El Rojo Grande Ranch to allow for the development of the proposed 650-unit MH park, we need to return to the statement made by Supervisor Randy Garrison:

"We want to make sure whatever we do with that land really does create, not only a positive benefit today, but becomes something that we're proud of, as time rolls forward, and we can look back in 10, 20, 30 years from now and say, that was a good decision."

Will rezoning this last large (and spectacular) private acreage in the Sedona area, to allow for the construction of an enormous MH park, be looked back on by residents 30 years from now as a "good decision?"

Section 8 Density

8.1 How do you define density?

One of the topics that ELS has emphasized over and over in their presentations is **density**. Mr Rodney Jarvis used the word "density" ten times during his presentation to the Commissioners on December 20th. Clearly, this topic is viewed as vitally important to ELS.

In his opening statement regarding density, My Jarvis, rather casually, said:

"I spoke earlier about how the density that we're proposing is right in the range of the existing densities. I understand that this term density is defined and used by your own staff. And, basically it's simple arithmetic... How many acres... How many dwelling units... Divide one into the other... That gives you the density."

However, it is very important to realize that the concept of "density" as used by My Jarvis is **completely different** from the concept of density, as it is embodied in the Yavapai County Planning and Zoning Ordinance.

Mr Jarvis defines density as the number of **residences per acre**.

However, the Yavapai County Planning and Zoning Ordinance defines densities in terms of the number of **acres per residence**.

This difference might seem trivial. However the **consequences** are dramatic, as will be discussed below.

8.2 Zoning densities in the Yavapai County Planning and Zoning Ordinance

The Yavapai County Planning and Zoning Ordinance defines **four Use Districts** for single-family residential districts:

R1L Districts (Residential: Single Family Limited)

RMM Districts (Residential: Multi-Sectional Manufactured Homes)

R1 Districts (Residential: Single Family)

RCU Districts (Residential; Rural)

Figures 8.1 and 8.2 (extracted from the Ordinance) define the permitted range of densities for R1L, RMM, R1, and RCU Districts. Note that they specify density in terms of **Min Lot Size in Sq. Ft per dwelling**.

Figure 8.1

Zoning/Density Regulations (in feet unless otherwise noted)

Dist.	Min Lot Size in Sq. Ft. per dwelling	Min Lot Width and Depth	Min Yard Setbacks Min Building Spacing is 3 Feet all classes				Max Building Height Stories / feet		Max Lot Coverage Percent
			Front	Rear	Interior	Exterior			
7.5	7,500	75	20	25	7	10	2	30	50
10	10,000	80	20	25	7	10	2	30	40
12	12,000	90	20	25	7	10	2	30	40
18	18,000	100	30	30	10	15	2	30	25
25	25,000	130	30	30	10	15	2	30	20
35	35,000	145	40	40	20	20	2	30	15
70	70,000	200	50	50	25	30	2	30	15
2A	87,120	225	50	50	25	30	2	30	10
175	175,000	300	50	50	30	50	2	30	10
5A	217,800	325	50	50	40	50	2	30	10
10A	435,600	500	50	50	50	50	2	30	5
36A	1,568,160	500	50	50	50	50	2	30	5

Figure 8.2

Zoning/Density Regulations (in feet unless otherwise noted)

Dist.	Min Lot Size in Sq. Ft. per dwelling	Min Lot Width and Depth	Min Yard Setbacks Min Building Spacing is 3 Feet all classes				Max Building Height Stories / feet		Max Lot Coverage Percent
			Front	Rear	Interior	Exterior			
2A	87,120	225	50	50	25	30	2	30	10
175	175,000	300	50	50	30	50	2	30	10
5A	217,800	325	50	50	40	50	2	30	10
10A	435,600	500	50	50	50	50	2	30	5
36A	1,568,160	500	50	50	50	50	2	30	5

8.3 Minimum residential lot sizes define how closely homes are spaced

By specifying minimum lot sizes (and minimum yard setbacks) the Planning and Zoning Ordinance ensures that single family residences will have enough spacing between residences to ensure an acceptable level of privacy and safety. The specified range of minimum acreages has not been chosen arbitrarily. This range represents the reasonable expectations of single family residence owners, in both developed and rural areas.

Importantly, **Building Codes** (and **Fire District Codes**) have been based on the spacing between homes ensured by these lot size restrictions. In particular, Fire Code restrictions (including requirements for sprinkler systems) are predicated on **enforcement** of these minimum lot sizes. The ability to:

- (1) rapidly evacuate residents from a residential fire area
- (2) move fire engines, emergency vehicles, and other fire equipment into an area
- (3) maneuver between buildings
- (4) isolate burning buildings

...within a residential community are all predicated on the minimum spacing between residences that is mandated by the zoning ordinance for residential districts.

Manufactured homes are not built to comply with local building codes. Their construction does not take into account where they will be located, with respect to surrounding structures. They are built to satisfy Federal standards, which are not predicated on lot sizes, or spaces between buildings, or emergency access. Those issues must be ensured by **local zoning ordinances**.

8.4 PAD zoning is intended to accomplish the same purpose as other zoning

According to the Yavapai County Planning and Zoning Ordinance, PAD zoning is intended:

"To accomplish the purpose of zoning and other regulation to an equivalent or higher degree than where such regulations are designed to control development on individual lots." 7

As mentioned earlier, the Yavapai County Planning and Zoning Ordinance regulates the density of residential construction by prescribing the minimum acreage per residence. El Rojo Grande Ranch is currently zoned for **2 acres per residence**. This is a sensible density, given the rugged nature of the landscape on the ranch, with its steep slopes, and its wide flood plains.

However, the ELS development plan provides for only 3500 square feet (0.08 acres) per residence, with only **ten feet** between residences. That is an increase in density by a factor of $(2 / 0.08) = 25$ over the currently zoned density. That extremely high density is far in excess of even the highest residential density allowed by the Planning and Zoning Ordinance.

In the Sedona City Council meeting, one Councilor asked Mr Jarvis to explain what he meant by "four homes per acre".

Mr Jarvis explained "*We are not going to spread them out over the acres. A much smaller space. Bunched. The overall density over the whole acreage is 4.0, but that does not mean that there are 4 homes on each acre.*"

In short, the ELS PAD Site Plan makes no effort to "*accomplish the purpose of zoning and other regulation to an equivalent or higher degree...*" Instead, ELS proposes an alternative method for computing the density of residential development (expressed in terms of **residences per acre**) that allows them to "bunch" their houses together to an alarming degree.

8.5 The curious case of the invisible property owners

According to the Planning and Zoning Ordinance, PAD zoning is intended:

*"To encourage and permit unified planning to achieve a **compatible** mixture and variety of land uses within the PAD District, and **with the existing and anticipated development in the surround area.**"*

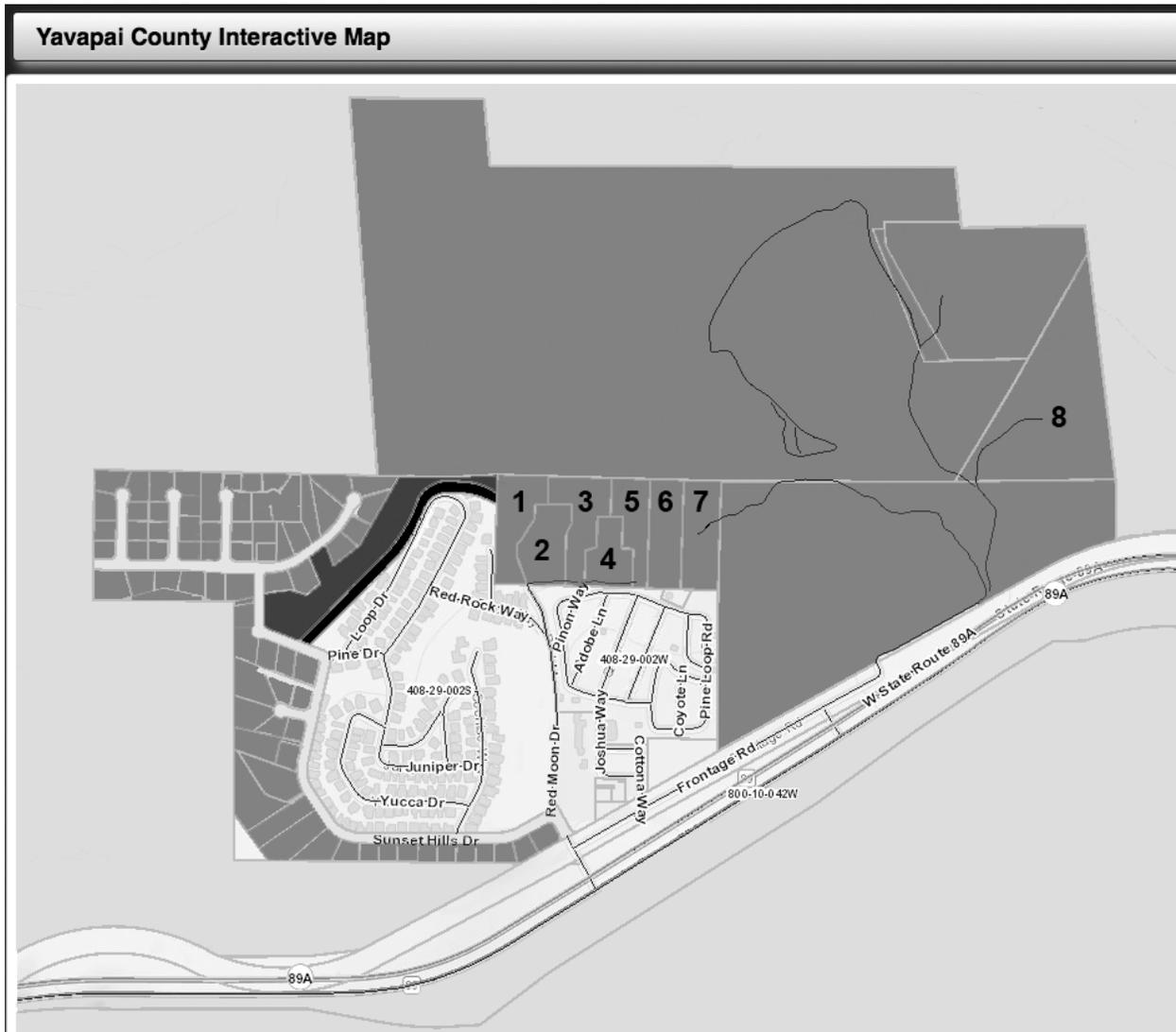
The Ranch is surrounded on the west, north, and most of its eastern boundary, by National Forest - which presumably will not be developed. However, there are developed properties along the southern and eastern borders of the Ranch, as shown in Figure 8.3.

It is a curious fact that ELS has repeatedly avoided any mention of the low-density residential properties along the southern boundary, and along the eastern boundary, of the Ranch. In their Letter of Intent ELS said:

"To the south the site is bounded by State Route 89A and manufactured homes."

This statement takes into account the ELS-owned manufactured home community (Sedona Shadows) and the manufactured home community to the southwest (Sunset Hills). However, it ignores the 7 low-density residential properties adjacent to Ranch. (See **1, 2, 3, 4, 5, 6, and 7** in Figure 8.3)

Figure 8.3



Since that Letter of Intent was submitted, Mr Jarvis has spent considerable time during his presentations, claiming that the density of the proposed development is in the same range as the surrounding properties. However, Mr Jarvis (in all of his presentations regarding those surrounding properties) has avoided any mention of the 8 low-density, single family residential properties that **adjoin** the southern and the eastern borders of the Ranch, as shown in Figure 8.3.

These properties account for **8 of the 11** developed properties that adjoin the Ranch. Yet, in his Oct 9th presentation to the Sedona City Council, Mr Jarvis said:

"Sunset Hills, the only single family residential community there, is at 2.0 dwelling units per acre."

In his December 20th PowerPoint presentation to the Planning and Zoning Commission, Mr Jarvis said:

*"I spoke earlier on about how the density that we're proposing is **right in the range of the existing densities.**"*

He then showed a slide with his (residences per acre) densities for **Sedona Pines, Sedona Shadows, and Sunset Hills.**

However, Mr Jarvis again **avoided** any mention of the 8 low-density residential properties that adjoin the southern and the eastern boundaries of the Ranch. These 8 residential properties account for **74% of the developed border** adjoining the Ranch.

The seven low-density residential parcels adjoining the southern boundary (**1 - 7** in Figure 8.3) are zoned R1L-70, and they have an average lot size in excess of **2 acres**. The low-density residential parcel adjoining the eastern boundary of the Ranch (**8** in Figure 8.3) is zoned RCU-2A (**2 acres** per residence).

The density of **0.08 acres per home** in the proposed ELS development is most definitely **not in the range of the densities** of these adjoining properties.

Note: All 8 of these residential parcel owners have sent **Statements of Opposition** to the Planning and Zoning Commission.

8.6 The 10-foot home-to-home spacing

As mentioned earlier, the Planning and Zoning Ordinance says that PAD zoning is intended *"To accomplish the purpose of zoning... to an equivalent or higher degree than... on individual lots."* However, ELS seems determined to use the "flexibility" provided by PAD zoning to eliminate **all density constraints** for the single family residences within their development. Acceptance of their alternative density measure (residences per acre) allows them to "bunch" together the homes, as tightly as they wish.

So why has ELS chosen to set their home-to-home spacing at 10 feet?

At the December 20th work session, one Commissioner asked "... *your colleague Mr Jarvis mentioned, that the roofs and the siding will be **fire-resistant**. Is there a criteria for that? I mean... fire-resistant means nothing really.*"

The ELS representative replied "*I don't know the specifics of what material... but what I can say is the minimum is 10 feet for fire spacing... and you can go less than that with certain improvements to a home building material. I don't believe we're suggesting those type of changes. Those are pretty significant for a manufactured home. But the materials will be more fire resistant. We still have the 10-foot minimum spacing requirement between homes.*"

So, it seems that the criteria for choosing a home-to-home spacing of ten feet was the manufacturer's specified "minimum allowable" spacing between homes, based on the **fire resistance** limitations of the materials used for the siding and the roofs of its manufactured homes.

One would think that a developer would choose a home-to-home spacing that provides some extra margin of fire safety, beyond the (rather ill-defined) "fire resistance" limit of the building materials. However, it seems that ELS has chosen the tightest possible spacing that the home manufacturer will allow. (Perhaps a closer spacing might leave them open to a lawsuit?)

Note: One question that comes to mind is whether the manufacturer's 10-foot limit takes into account the possibility of **landscaping** between the homes.

8.7 Fire Codes

In the December 20th work session, one of the Commissioners expressed a concern about this 10-foot spacing between the homes (with landscaping in between) given the "way fire spreads".

The ELS representative responded by saying "*So we will have all the requirements for fire suppression **in the street**, which is the water fire hydrant spacing.... But, right now the plan is... two points of access... and the proposal that fire sprinklers would not be required **with the fire code as it is today.***"

The problem with that statement is that the "fire code as it is today" is based on the density limitations for single family residential densities that are prescribed for Yavapai County's Residential Zoning Districts. That Fire Code has been judged to

be adequate for communities with those densities. However, when those density limits are eliminated by "bunching" homes within 10 feet of each other, the Fire Code is no longer adequate. More stringent measures are needed, such as the installation of fire sprinklers in buildings to keep fire from spreading. However, Yavapai County Fire Districts do not have more stringent Fire Codes that they can impose, when faced with a development that fails to comply with Yavapai County zoning restrictions.

8.8 The problem with fighting fires in this development

It is hard to imagine a property more poorly suited to a high-density manufactured home community than El Rojo Grande Ranch. The 172 acres of the Ranch are characterized by rugged terrain, with broad floodplains, steep mountain slopes, and steep rock outcroppings. This rugged terrain complicates the process of **residential evacuation**, as well as the rapid introduction, positioning, and repositioning of **fire trucks, emergency vehicles, and other firefighting equipment** during an emergency situation.

As mentioned earlier, Mr Jarvis explained his "four homes per acre" number by saying *"We are not going to spread them out over the acres. A much smaller space. Bunched. The overall density over the whole acreage is 4.0, but that does not mean that there are 4 homes on each acre."*

"Bunching" is an understatement. The ELS Site Plan shows homes lined up shoulder to shoulder along both sides of asphalt roads that weave their way up and down hills, throughout the development. Regardless of any "open space" in the floodplains below, the density of those homes will make firefighting very difficult. This shows the fallacy of using Mr Jarvis's "homes per acre" method for computing housing density.

El Rojo Grande Ranch is surrounded on three sides by National Forest, and is currently zoned RCU-2A for low density residential development. This zoning is appropriate for this rugged terrain, as it would keep residences spaced widely enough that the risk of fire propagation from home to home would be greatly reduced. It would also allow firefighters to isolate and extinguish fires, despite the rugged terrain. However, a worst-case firefighting scenario would be to have manufactured homes, without internal sprinkler systems, spaced only 10 feet apart across this rugged terrain.

Because the property is adjacent to the National Forest, the Sedona Fire District has asked for a 50-foot fire buffer between this high-density development and the National Forest. ELS has now offered a compromise fire buffer of 30 feet.

That 30-foot setback might be adequate with the current two-acre-per-residence zoning. However, with the ELS method of computing density (and the resulting extremely close spacing of all the homes) all of the Fire Code restrictions (which assume the density constraints provided by the zoning ordinance) are simply not adequate for protecting the residents in this high-density development - or the surrounding properties.

ELS is presenting this 30-foot buffer to the public as a measure to protect the park residents from fires that start in the National Forest that surrounds the park. However, given the 10-foot spacing of the homes within the park (with landscaping in between) the park is a far greater danger to the National Forest.

Section 9 The RV Park

9.1 How does ELS propose to use the land of El Rojo Grande Ranch?

In its Proposed Uses section, the ELS Letter of Intent says that the proposed uses of Rojo Grande Sedona are:

- (1) a *Manufactured Home community*
- (2) a *Recreational Vehicle community*

These uses are then detailed by the following statement:

During the Manufactured Home sales period, ELS can temporarily utilize the Manufactured Home sites in the south portion of Phase 1 (approximately 130 sites) as Recreational Vehicle sites. If in the future ELS would like to convert any or all of the Recreational Vehicle sites to Manufactured Home sites, that is permissible.

The ELS Conceptual Site Map for their PAD already shows 50 RV sites so, with the addition of 130 more sites, there will be a total of **180 RV sites**. The "south portion of Phase 1" is the portion of the Ranch that is immediately adjacent to the **Dry Creek Scenic Road**, also known as State Route 89A. This means that ELS will be operating a 180-unit RV park immediately adjacent to that scenic road.

9.2 What does "temporarily utilize" mean?

The first sentence in the statement above mentions a "sales period". Presumably, this "sales period" will continue until all of the Manufactured Home sites in the park have been populated. So, how long will that be?

Aside from agreeing to **start** construction on the PAD project within 4 years (as required by the Planning and Zoning Ordinance) ELS is offering no schedule commitments for its development. Capital for development of the park (beyond the initial build-out) is to be derived from sales of Manufactured Homes. Thus, the pace of development will be determined by the ability of ELS to convince retirees to buy Manufactured Homes, and to install them on rented sites in the new park. That leaves the length of the "sales period" uncertain.

With 600 Manufactured Home sites to be populated, and with uncertainty about when (or if) all those sites will ever be populated, the "sales period" might continue

indefinitely. This means that those 180 "temporary" RV sites could continue to be used as RV sites indefinitely.

The second sentence in the statement above is also of concern. It says "***If in the future** ELS would like to convert any or all of the recreational sites to Manufactured Home sites...that is permissible.*"

The qualifier on this statement (*If in the future*) suggests that ELS might **never** decide to convert any of those 180 RV sites to Manufactured Home sites. If Manufactured Home sales do not go well, ELS might just decide to continue running their 180-unit RV park indefinitely.

Taken altogether, the statements above suggest that ELS plans to create a 180-site RV park adjacent to the Dry Creek Scenic Road, to provide an early revenue stream, and then build and populate a Manufactured Home park behind the RV park, as capital is acquired from retirees - with no commitment to any particular schedule.

9.3 How would this RV park affect the views from the scenic road?

All of the land adjacent to the scenic highway would then be populated with an array of multicolored RVs and "pull behinds" of every description and shape. Given this prospect, the assurances given by Mr Jarvis in his December 20th presentation, that the roofs on the Manufactured Homes in the park would all be a "*Desert Sand*" color "*to blend with the landscape*" are not very reassuring.

9.4 What will the El Rojo Grande Ranch look like to future generations?

As Randy Garrison said: "We want to make sure whatever we do with that land really does create, not only a positive benefit today, but becomes something that we're proud of, as time rolls forward, and we can look back in 10, 20, 30 years from now and say, that was a good decision."

Section 10: The Deed Restriction

10.1 A replay of the December 20th work session

Perhaps the most surprising event during the December 20th work session was precipitated by a question from one of the Commissioners at the end of the session:

Commissioner: Mr. Chairman. This is for staff. I vaguely recall back 25 years ago when Karin Offield developed this property that there was some trade that went along with the forest service, and there were certain restrictions on how some of that land could be used. Can you expand on that and tell me. Can you remind me what that was about?

Tammy DeWitt: So when this project came forward, I did reach out to the Forest Service for comments, and needed the data to tell us about the trade is about.. There was a restriction on the property in regards to how that portion... the smaller portion of the bottom can be developed. But what we did find is that was rescinded. So it's no longer active...

Commissioner: It was we rescinded?

Tammy DeWitt: It was rescinded...

Commissioner: By the National Forest Service?

Tammy DeWitt: No, the Forest Service had nothing to do with that restriction. That was put on by the bank, I believe. If I remember at the time, and I have a copy of the rescind, but it was rescinded by the same entity. So it's no longer valid. Otherwise, this project wouldn't be in front of you.

Commissioner: Okay, so it wasn't a condition of the of the land trade... With the trade that occurred that went on with this... Is that correct?

Tammy DeWitt: We can't answer questions about that. The Forest Service told us that there was a restriction when the trade happened. It was something that was put on the property, based on the concerns for the residents. But about a year and a half... two years later it was rescinded.

Rodney Jarvis: I have some information to add to that, if I may. It's apparent from the language of the deed restriction itself that it was not a prerequisite to the land swap. And the reason that's clear is that the deed restriction itself said this creates no third-party rights. No second party rights. It was only enforceable by the party that put it on it. And it specifically said the government can't enforce this, and nobody else can - only the owner can. And the same owner - the same trustee that put it on, and this was before Ingrid bought the property... The same trustee that put it on, took it off a year later

The work session was then adjourned...

10.2 Since the work session was adjourned

Since the December 20th work session was adjourned, there has been a frenzy of activity. Documents have been acquired from the Forest Service that more completely document the terms of the land trade between the Forest Service and the Offields, who were the owners of the El Rojo Grande Ranch at that time. That land trade added the "front parcel" to the Ranch (i.e. the parcel that adjoins State Route 89A, and provides access from State Route 89A to the rest of the parcels of the ranch).

The process of negotiating that land trade with the Forest Service took several years, and involved passionate input from residents around the Sedona area. When the process was finally finished, the Forest Service published an 18-page summary document that they titled DECISION NOTICE AND FINDING OF NO SIGNIFICANT IMPACT.

This document provides insight into the concerns that were dealt with during those negotiations, as well as a summary of the final agreement. A copy of that 18-page document can be found in Appendix E of this report.

One thing has become clear. This issue will not go away quickly, and there will likely be legal fireworks before the issue is resolved. Due to the ELS request for rezoning of the El Rojo Grande Ranch, the Yavapai Planning and Zoning Commission is caught in the middle of all of this, and will need to decide how to handle the current rezoning question pending the eventually resolution of these questions by a court.

10.3 Some important extracts from the DECISION NOTICE

Extract from Page 1 of 9

Federal Land Exchange, Inc., of Arizona (FLEX), through First American Title Insurance Company, as Trustee, for the benefit of El Rojo Grande Ranch, is processing the exchange on behalf of James and Karin Offield, hereinafter referred to as the private party. As Trustee, First American Title Insurance Company would accept title to the Federal land from the United States; the land would be reconveyed to the private party in a secondary closing.

The Federal land that is proposed to go into private ownership is intended to primarily be used as a green space entrance to the existing ranch operation on the adjacent private land, known as El Rojo Grande Ranch. This would include use for access, a sign for the ranch operation, and possible trail use. These proposed uses

have been confirmed in discussions and correspondence with the private party. The private party does not have any foreseeable desire to expand their commercial operations beyond what is currently approved by Yavapai County, except as stated above. A sign, improved access road, and any trail use on the Federal land parcel would require an amended site plan approved by Yavapai County once it becomes private land. The private party has voluntarily agreed to accept title to the property subject to a Declaration of Covenants and Restrictions that would be imposed upon the land by First American Title Insurance Company at a secondary closing. **The terms of this Declaration are spelled out on page 5.**

Extract from Page 5 of 9

Concerns about commercial use were partially addressed through the development of the Declaration of Covenants and Restrictions (Declaration) for the Federal exchange parcel. The Declaration would specifically limit future use of the property once it becomes private to the following purposes:

a) Private open space.

b) Residential uses and all accessory uses thereto (in accordance with the Red Rock Dry Creek Community Plan as adopted March 23, 1992), provided that the number of residential dwelling units on the Property shall not exceed twenty-six (26), which is the number of residences permitted under the County's R1L-70 Zoning District.

c) Ranch uses by El Rojo Grande Ranch, its affiliates, successors, or assigns; limited to the principal uses of barns and horse arenas of the first class nature located on the ranch adjoining the property, access roads, trails, a sign advertising the ranch, and accessory uses to such principal ranch uses.

Extract from Page 6 of 9

...the Declaration is included as part of the transfer of property (from First American Title Insurance Company to the Offields), but without a specific administrator. The Declaration is enforceable under the laws of the State of Arizona and may be brought to the attention of the Court by any interested party.

Extract from Page C-1

Thirty-one written responses were received during the 30-day comment period. This appendix contains the comment areas of concern, responses to those comments, and additional evaluation material.

Extract from Page C-3

11. A concern that the covenants described are not perpetual and could be changed by future governing body actions. That's incorrect. The land use covenants and restrictions cannot be changed by a future governing body. They become part of the title to the land, and remain so for future owners.

Appendix C
A list of the 198 MH parks owned by ELS in 2016

The Table below lists the 198 mobile home parks that were listed in the ELS 2016 Annual Report. For each of those mobile home parks, there is:

- (1) A **Year** of purchase
- (2) The **Occupancy (%)** of the mobile home park when it was **purchased**.
(Average Occupancy = 92.07%)
- (3) The current **Name** of the mobile home park.
- (4) The **City** and **State** where the mobile home park is located

Notes:

- (1) The ELS Annual Reports put each of its properties into one of two categories:
(a) MH Parks (b) RV Parks
- (2) Only the MH parks are shown in Table C.1
- (3) Unfortunately, the Annual Reports for 1983 to 1994 are not available, so this Table does not contain Occupancy percentages or those MH parks.

Table C.1: A list of the MH parks owned by ELS in 2016

Year	Occupancy at Purchase	Name of the Park	City	State	Cat.
1983		Central Park	Phoenix	AZ	MH
1983		Rancho Valley	El Cajon	CA	MH
1983		Concord Cascade	Pacheco	CA	MH
1983		Lamplighter	Spring Valley	CA	MH
1983		Hillcrest Village	Aurora	CO	MH
1983		Cimarron Village	Broomfield	CO	MH
1983		Holiday Village CO	Co. Springs	CO	MH
1983		Holiday Hills	Denver	CO	MH
1983		Golden Terrace	Golden	CO	MH
1983		Pueblo Grande	Pueblo	CO	MH
1983		Lake Haven	Dunedin	FL	MH
1983		East Bay Oaks	Largo	FL	MH
1983		Eldorado Village	Largo	FL	MH
1983		Windmill Village - Ft Myers	N. Ft Myers	FL	MH
1983		Winds of St Amands North	Sarasota	FL	MH
1983		Winds of St Amands South	Sarasota	FL	MH
1983		Bonanza	Las Vegas	NV	MH
1984		Hacienda De Valencia	Mesa	AZ	MH
1986		Golden Terrace West	Golden	CO	MH

1986		Country Place	New Port Richey	FL	MH
1987		Mariners Cove	Millsboro	DE	MH
1987		Oak Tree Village	Portage	IN	MH
1988		Whispering Pines	Lewes	DE	MH
1988		Green Acres	Breinigsville	PA	MH
1993		Palm Shadows	Glendale	AZ	MH
1993		The Highlands at Brentwood	Mesa	AZ	MH
1993		The Heritage	N. Ft. Myers	FL	MH
1993		Oak Bend	Ocala	FL	MH
1993		Villas at Spanish Oaks	Ocala	FL	MH
1994		Seyenna Vistas (The Mark)	Mesa	AZ	MH
1994		Apollo Village	Peoria	AZ	MH
1994		Sunrise Heights	Phoenix	AZ	MH
1994		The Meadows	Tempe	AZ	MH
1994		Date Palm Country Club (d)	Cathedral City	CA	MH
1994		Contempo Marin	San Rafael	CA	MH
1994		De Anza Santa Cruz	Santa Cruz	CA	MH
1994		Woodland Hills	Thornton	CO	MH
1994		Buiow Plantation	Flagler Beach	FL	MH
1994		Mid-Florida Lakes	Leesburg	FL	MH
1994		Coral Cay Plantation	Margate	FL	MH
1994		Lakewood Village	Melbourne	FL	MH
1994		Buccaneer	N. Ft. Myers	FL	MH
1994		Lake Fairways	N. Ft. Myers	FL	MH
1994		Pine Lakes	N. Ft. Myers	FL	MH
1994		Bay Lake Estates	Nokonis	FL	MH
1994		Bay Indies	Venice	FL	MH
1994		Heritage Plantation	Vero Beach	FL	MH
1994		Willow Lake Estates	Elgin	IL	MH
1994		Cabana	Las Vegas	NV	MH
1994		Flamingo West	Las Vegas	NV	MH
1994		Meadows of Chantilly	Chantilly	VA	MH
1996	99%	Casa del Sol East II	Glendale	AZ	MH
1996	92%	Casa del Sol West I	Peoria	AZ	MH
1996	85%	Waterford Estates	Bear	DE	MH
1997	86%	Sedona Shadows	Sedona	AZ	MH
1997	86%	Monte del Lago	Castroville	CA	MH
1997	67%	Four Seasons	Fresno	CA	MH
1997	100%	Sea Oaks	Los Osos	CA	MH
1997	93%	Coralwood (d)	Modesto	CA	MH
1997	100%	California Hawaiian	San Jose	CA	MH
1997	100%	Sunshadow(d)	San Jose	CA	MH
1997	100%	Westwinds (4 Properties) (d)	San Jose	CA	MH
1997	85%	Royal Oaks	Visalia	CA	MH
1997	99%	Golden Terrace South	Golden	CO	MH

1997	96%	Maralago Cay	Lantana	FL	MH
1997	98%	Windmill Manor	Bradenton	FL	MH
1997	86%	Golf Vista Estates	Monee	IL	MH
1997	98%	Villa Borega	Las Vegas	NV	MH
1997	100%	Shadowbrook	Clackanas	OR	MH
1997	98%	Falcon Wood Village	Eugene	OR	MH
1997	100%	Quail Hollow(d)	Fairview	OR	MH
1997	100%	Westwood Village	Farr West	UT	MH
1997	100%	All Seasons	Salt Lake City	UT	MH
1997	100%	Kloshe Illahec	Federal Way	WA	MH
1998	99%	Casa del Sol East III	Glendale	AZ	MH
1998	98%	Carefree Manor	Phoenix	AZ	MH
1998	97%	Desert Skies	Phoenix	AZ	MH
1998	100%	Whispering Palms	Phoenix	AZ	MH
1998	99%	Fairview Manor	Tucson	AZ	MH
1998	77%	Colony Park	Ceres	CA	MH
1998	92%	Rancho Mesa	El Cajon	CA	MH
1998	95%	Quail Meadows	Riverbank	CA	MH
1998	100%	Laguna Lake	San Luis Obispo	CA	MH
1998	93%	Meadowbrook	Santee	CA	MH
1998	93%	Santiago Estates	Sylmar	CA	MH
1998	99%	Bear Creek	Sheridan	CO	MH
1998	94%	McNicol	Lewes	DE	MH
1998	84%	Sweetbriar	Millsboro	DE	MH
1998	95%	Aspen Meadows	Rchoboth Beach	DE	MH
1998	97%	Camelot Meadows	Rehoboth Beach	DE	MH
1998	97%	Hillcrest	Clearwater	FL	MH
1998	87%	Holiday Ranch	Clearwater	FL	MH
1998	84%	Sherwood Forest	Kissimmee	FL	MH
1998	98%	Down Yonder	Largo	FL	MH
1998	99%	The Meadows at Countrywood	Plant City	FL	MH
1998	41%	The Oaks at Countrywood	Plant City	FL	MH
1998	88%	Lighthouse Pointe (Landings)	Port Orange	FL	MH
1998	94%	Pickwick	Port Orange	FL	MH
1998	83%	Indian Oaks	Rockledge	FL	MH
1998	92%	Countryside at Vero Beach	Vero Beach	FL	MH
1998	82%	Holiday Village, FL	Vero Beach	FL	MH
1998	98%	Boulder Cascade	Las Vegas	NV	MH
1998	89%	Greenwood Village	Manorville	NY	MH
1999	75.0%	Royal Holiday	Henet	CA	MH
1999	75.2%	Coquina Crossing	Elkton	FL	MH
1999	78.7%	The Meadows, FL	Palm Beach Gardens	FL	MH
2001	76.4%	Grand Island	Grand Island	FL	MH
2001	96.5%	The Arbors at Countrywood	Plant City	FL	MH
2002	76.9%	Glen Ellen	Clearwater	FL	MH

2002	93.3%	Silk Oak	Clearwater	FL	MH
2002	95.0%	Hacienda Village	New Port Richey	FL	MH
2002	87.4%	Holiday Village	Omond Beach	FL	MH
2004	100.0%	Las Palmas	Rialto	CA	MH
2004	99.4%	Parque La Quinta	Rialto	CA	MH
2004	98.6%	Village of the Four Seasons	San Jose	CA	MH
2004	91.7%	The Lakes at Countrywood	Plant City	FL	MH
2004	92.1%	Carefree Cove	Ft Lauderdale	FL	MH
2004	99.7%	Park City West	Ft Lauderdale	FL	MH
2004	100.0%	Sunshine Holiday MH	Ft Lauderdale	FL	MH
2004	93.1%	Shangri La	Largo	FL	MH
2004	96.5%	Coachwood Colony	Leesburg	FL	MH
2004	94.4%	Southernaire	Mt. Dora	FL	MH
2004	98.9%	Harbor View	New Port Richey	FL	MH
2004	93.3%	Sixth Avenue	Zephyrhills	FL	MH
2005	92.1%	Carnage Cove	Daytona Beach	FL	MH
2006	88.0%	Island Vista MHC	N. Ft. Myers	FL	MH
2006	100.0%	Tropical Palms MHC	Kissimmee	FL	MH
2006	79.5%	Scenic MHC	Asheville	NC	MH
2006	94.4%	Inlet Oaks MHC	Murrells Inlet	SC	MH
2010	93.6%	Cheron Village	Davie	FL	MH
2011	98.6%	Apache East	Apache Junction	AZ	MH
2011	91.4%	Denali Park	Apache Junction	AZ	MH
2011	96.8%	Westpark	Wickenburg	AZ	MH
2011	88.7%	Sunshine Valley	Chandler	AZ	MH
2011	96.4%	Los Ranchos	Apple Valley	CA	MH
2011	96.0%	Stonegate Manor	North Windham	CT	MH
2011	98.6%	Haselton Village	Eustis	FL	MH
2011	96.7%	Clover Leaf Farms	Brooksville	FL	MH
2011	94.8%	Shady Lane Oaks	Clearwater	FL	MH
2011	94.9%	Shady Lane Village	Clearwater	FL	MH
2011	95.5%	Orange Lake	Clemont	FL	MH
2011	87.1%	Colony Cove	Ellenton	FL	MH
2011	98.7%	Ridgewood Estates	Ellenton	FL	MH
2011	98.8%	Lakeside Terrace	Fruitland Park	FL	MH
2011	78.8%	Lake Worth Village	Lake Worth	FL	MH
2011	98.5%	Beacon Hill Colony	Lakeland	FL	MH
2011	99.3%	Beacon Terrace	Lakeland	FL	MH
2011	96.3%	Kings & Queens	Lakeland	FL	MH
2011	99.6%	Lakeland Harbor	Lakeland	FL	MH
2011	98.4%	Lakeland Junction	Lakeland	FL	MH
2011	85.5%	Whispering Pines - Largo	Largo	FL	MH
2011	95.4%	Lake Village	Nokorris	FL	MH
2011	84.3%	Foxwood	Ocala	FL	MH
2011	93.2%	Audubon	Orlando	FL	MH

2011	98.7%	Hidden Valley	Orlando	FL	MH
2011	80.8%	Starlight Ranch	Orlando	FL	MH
2011	90.0%	Emerald Lake	Punta Gorda	FL	MH
2011	92.9%	Covington Estates	Saint Cloud	FL	MH
2011	94.8%	Carefree Village	Tampa	FL	MH
2011	87.6%	Tarpon Glen	Tarpon Springs	FL	MH
2011	97.7%	Featherock	Valrico	FL	MH
2011	84.9%	Heron Cay	Vero Beach	FL	MH
2011	83.2%	Vero Palm	Vero Beach	FL	MH
2011	83.0%	Village Green	Vero Beach	FL	MH
2011	88.7%	Palm Beach Colony	West PalmBeach	FL	MH
2011	95.5%	Parkwood Communities	Wildwood	FL	MH
2011	95.6%	Crystal Lakes-Zephyrhills	Zephyrhills	FL	MH
2011	73.6%	Coach Royale	Boise	ID	MH
2011	74.5%	Maple Grove	Boise	ID	MH
2011	98.1%	Shenandoah Estates	Boise	ID	MH
2011	96.1%	West Meadow Estates	Boise	ID	MH
2011	92.4%	Hoosier Estates	Lebanon	IN	MH
2011	83.4%	North Glen Village	Westfield	IN	MH
2011	97.6%	Hillcrest-MA	Rockland	MA	MH
2011	100.0%	The Glen	Rockland	MA	MH
2011	93.6%	Fernwood	Capitol Heights	MD	MH
2011	96.8%	Williams Estates	Middle River	MD	MH
2011	84.8%	Lake in the Hills	Auburn Hills	MI	MH
2011	87.1%	Swan Creek	Ypsilanti	MI	MH
2011	84.0%	Cedar Knolls	Apple Valley	MN	MH
2011	84.6%	Cimarron Park	Lake Elmo	MN	MH
2011	84.4%	Rockford Riverview Estates	Rockford	MN	MH
2011	94.0%	Rosemount Woods	Rosenmount	MN	MH
2011	92.7%	Buena Vista	Fargo	ND	MH
2011	89.7%	Meadow Park	Fargo	ND	MH
2011	92.8%	Pine Ridge at Crestwood	Whiting	NJ	MH
2011	96.3%	Mountain View - NV	Henderson	NV	MH
2011	87.7%	The Woodlands	Lockport	NY	MH
2011	98.4%	Greenbriar Village	Bath	PA	MH
2011	97.0%	Lil Wolf	Orefield	PA	MH
2011	94.7%	Mountain View-PA	Walnuport	PA	MH
2011	89.7%	Regency Lakes	Winchester	VA	MH
2013	100.0%	Pheasant Lake Estates	Beecher	IL	MH
2013	95.6%	Rainbow Lake Manor	Bristol	WI	MH
2013	91.4%	Westwood Estates	Pleasant Prairie	WI	MH
2015	85.3%	Bogue Pines	Newport	NC	MH
2016	91.1%	Paradise Park - Largo (c)	Largo	FL	MH
2016	99.1%	Forest Lake Estates	Zephyrhills	FL	MH
	Avg = 92.07%				

Appendix D
A copy of an ELS Rental Agreement used by Sedona Shadows

The following 10 pages are a copy of an unsigned Sedona Shadows Rental Agreement. This Rental Agreement is part of a 43-page package of documents that is presented to each prospective buyer of a manufactured home in Sedona Shadows.

Note

The pages in the following Rental Agreement are **numbered from 33 to 42**, which was the original numbering of these pages within the 43-page package.

Appendix E
A copy of the Forest Service DECISION NOTICE (18 pages)

Note

The pages in the following DECISION NOTICE are numbered as follows:

Pages 1 - 9

Page A1

Page B1-B2

Pages C0-C5