

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS

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7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No. _____

**AGREEMENT FOR THE WAIVER OF CLAIMS
FOR DIMINUTION IN VALUE OF PROPERTY**

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the "Agreement") is made in favor of the City of Scottsdale ("City") by BROADSTONE SCOTTSDALE WATERFRONT, LLC a Delaware Limited-Liability Company ("Owner").

RECITALS

- A. Owner is the fee title owner of property, Parcel No. 173-42-069A located at 7025 Via Soleri Drive, Scottsdale, AZ 85253 (the "Property").
- B. Owner acknowledges that he/she has made a request to the City for application of its zoning ordinance for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.
- C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a land owner, in some cases, if the city approves a land use law that reduces the fair market value of the owner's property. This law is sometimes referred to as "Proposition 207" or the "Private Property Rights Protection Act". (ARS 12-1131, et.seq.)
- D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes private property owners to enter into agreements with political subdivisions to waive certain claims for diminution in value of their property.
- E. City and Owner seek to resolve whether the rezoning of the Property constitutes a "diminution in value" of the Property entitling Owner to now seek compensation from the City under the Private Property Rights Protection Act.

IT IS AGREED AS FOLLOWS:

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:
 - a. The recitals set forth above are true and correct and are incorporated herein by this reference.
 - b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)
 - c. Owner believes that the rezoning of the Property will not reduce the fair market value of the Property as of the date hereof.

d. Owner is aware that, as a condition of receiving City Council approval under the City's zoning ordinance, the City may impose requirements upon the Property, such as requirements for right-of-way dedications and other zoning case stipulations.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations set forth in Exhibit A shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that good faith compliance with the stipulations set forth in Exhibit A will generally govern development of the property. Owner further understands and agrees that stipulations may be added or modified during the City Council public hearing process as part of the rezoning and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all injury that Owner may now have for any "diminution in value" under the Private Property Rights Protection Act based on the Owner's request in Case No. _____.

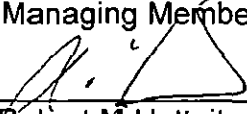
c. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property for a period three years. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

Broadstone Scottsdale Waterfront, LLC, a Delaware limited liability company

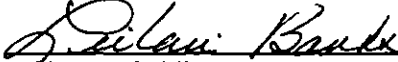
BY: Broadstone Scottsdale Waterfront Alliance, LLC, a Delaware limited liability company, its: Managing Member



By Robert M Hutt, its: Member

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me by Robert M. Hutt on this 22nd day of June, 2012.


Notary Public

My commission expires: 4/3/2016

