207 Waiver
Title
Legal Description
Policy or Appeals
Correspondence Between Legal & Staff
Letter of Authorization

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20160308321,05/05/2016 03:52
Electronic Recording
30501-2-1-1--,N

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(_____)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No. 2-ZN-2016

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 Assumption Greek Orthodox Church a non profit Arizona Corporation ("Owner").

RECITALS

A. Owner is the fee title owner of property, Parcel No(s).175-11-178 located at 8202 E. Cactus Road (the "Property").

B. Owner acknowledges that he/she has made a request to the City for application of its land use laws 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 any claim for diminution in value of their property in connection with any action requested by the property owner.

E. City and Owner seek to resolve whether the application of the City's land use laws to the Property constitute a "diminution in value" of the Property or other harm entitling Owner, now or in the future, to 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 has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions 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 compliance with the stipulations and conditions set forth in Exhibit A will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act based on the Owner's request in Case No. 2-ZN-2016. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have based on the Owner's request in Case No. 2-ZN-2016.

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

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

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.

Owner: Rev. Andrew John Barkos Its: Priest

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me by Andrew John Barkos on this 3rd day of April, 2016

My commission expires: 4/27/2018 Notary Public

[illegible] ING
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 27, 2018

2870065v3
Long Waiver Form

PHXARCH

ASSUMPTION FELLOWSHIP HALL

10. LEGAL DESCTRIPTION

Parcel No. 1 (APN: 175-11-003G)

That part of the South half of the South half of the Southwest quarter of the Southwest quarter of Section 13, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Southwest corner of said South half;
Thence East along the South line of said South half , a distance of 778.66 feet to the Point of Beginning;
Thence North, a distance of 232.62 feet;
Thence North 89 degrees 59 minutes 58 seconds West, a distance of 103.14 feet;
Thence North, a distance of 98.00 feet to a point on the North line of said South half;
Thence South 89 degrees 59 minutes 58 seconds East along said North line, a distance of 517.16 feet;
Thence South 00 degrees 01 minutes 43 seconds West, a distance of 330.62 feet to a point on the South line of said South half;
Thence West along said South line a distance of 413.86 feet to the Point of Beginning.

Parcel No. 2: (APN: 175-11-003H)

That part of the South half of the South half of the Southwest quarter of the Southwest quarter of Section 13, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Southwest corner of said South half;
Thence East along the South line of said South half 1,192.52 feet to the Point of Beginning;
Thence North 00 degrees 01 minutes 43 seconds East, a distance of 330.62 feet to a point on the North line of said South half;
Thence South 89 degrees 59 minutes 58 seconds East along said North line a distance of 131.75 feet to a point on the West line of Lot 37, STONEBRIDGE ESTATES II, as recorded in Book 204 of Maps, page 50, records of Maricopa County;
Thence South 00 degrees 01 minutes 43 seconds West along said West line a distance of 330.62 feet to a point on the South line of said South half;
Thence West along said South line a distance of 131.75 feet to the Point of Beginning.

Parcel No. 3: (APN: 175-11-178)

Lot 37, STONEBRIDGE ESTATES II, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 204 of Maps, page 50.

2-ZN-2016
1/19/16

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Natalie Bombardier

Authorized Signature

SEAL

By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

2-ZN-2016
1/19/16

Fidelity National Title Agency
16427 North Scottsdale Road Suite 250
Scottsdale, AZ 85254

SCHEDULE A

Title Officer: **Diane Davis**
Escrow Officer: **Jodi Ayala**

Order No.: **94004394-094-JA1**
Reference No.:

1. Effective Date: **December 3, 2015** at 7:30 a.m., Amendment Date: **December 15, 2015,** Amendment No.: **2/DD**

2. Policy or Policies to be issued: Amount of Insurance:

   ALTA Standard Owners Policy (6-17-06) **$0.00**

   Proposed Insured:

   City of Scottsdale

   None **$0.00**

   Proposed Insured:

   None **$0.00**

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   A FEE

4. Title to said estate or interest in said land is at the effective date hereof vested in:

   Assumption Greek Orthodox Church, an Arizona non-profit corporation

5. The land referred to in this commitment is described as follows:

   See Exhibit A attached hereto and by reference made a part hereof.

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AMERICAN LAND TITLE ASSOCIATION

Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

   a. Street Address: 8202 E Cactus Road
   b. County Tax Assessor's Parcel Number: 175-11-003G
   c. General Location: E of NEC Hayden & Cactus
   d. Parcel Size: 149,618 sf
   e. Legal Description: See Attached

   (If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)	Date	Signature
Christina Pullos	1/18, 2016	Christina Pullos for assumption Greek Orthodox church
	, 20__	
	, 20__	
	, 20__	

Planning and Development Services
7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

2-ZN-2016
1/19/16

PHXARCH

ASSUMPTION FELLOWSHIP HALL

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Lot 37, STONEBRIDGE ESTATES II, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 204 of Maps, page 50.

Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

I hereby certify that I am the owner of property located at:

8202 E Cactus Rd. Scottsdale, AZ 85260

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.

Christina Pullos
Signature of Property Owner

12/14/15
Date

2-ZN-2016
1/19/16