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



DECLARATION OF CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: PAUL ALESSIO

PUBLIC BODY: IDRB

DATE OF PUBLIC MEETING: 4-16-15 AGENDA ITEM NO.: 5

DESCRIPTION OF ITEM: 51-DIR-2014-INSPIRE OR EARLL

I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain:

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

Signature

4-16-15 Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.

**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:

7300 EAST EARL DR., SCOTTSDALE, AZ  
(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.

  
\_\_\_\_\_  
Signature of Property Owner

10/28/14  
\_\_\_\_\_  
Date



# Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 7300 East Earll Drive, Scottsdale, AZ
- b. County Tax Assessor's Parcel Number: 130-21-001M / 130-21-0015 130-21-017 / 130-21-018 130-21-004A
- c. General Location: 7300 East Earll Drive between North Drinkwater Blvd. and N 74th Street
- d. Parcel Size: 2.438 acre ( 106,316 sf)
- e. Legal Description: Parcel: 1-130-21-001M; Parcel 2: 130-21-018; Parcel 3: 130-21-001S/017; Parcel 4: 130-21-004A

(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

Dan Richards

OCT. 28, 2014

\_\_\_\_\_

\_\_\_\_\_, 20\_\_

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\_\_\_\_\_, 20\_\_

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\_\_\_\_\_, 20\_\_

\_\_\_\_\_

## Planning and Development Services

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



Current Planning Services  
Long Range Planning Services

**NOTICE OF INSPECTION RIGHTS**  
**A.R.S. § 9-833**

**You have the right to:**

- Have the City staff member present a photo ID.
- Have the City staff member state the purpose for the planning inspection and legal authority to conduct it.
- Know the amount of inspection fees if applicable.
- An on-site representative may accompany the City staff member during the inspection except during confidential interviews and may:
  - Receive copies of any documents taken during the inspection.
  - Receive a split of any samples taken during the inspection.
  - Receive copies of any analysis of the samples taken when available.
- Be informed if statements are being recorded.
- Be given notice that any statements may be used in an inspection report.
- Be presented with a copy of your inspection rights.
- Be notified of the due process rights pertaining to an appeal

**You are hereby notified and informed of the following:**

- The inspection is conducted pursuant to the authority of A.R.S § 9-462.05. and/or Scottsdale Revised Code, Appendix B, Article I. Section 1.203.
- Any statements made by anyone interviewed during this inspection may be included in the inspection report.
- Information on appeal rights related to this inspection is found under Scottsdale Revised Code, Appendix B, Article I. Section 1.801.
- There is no inspection fee associated with this inspection.

I acknowledge I have been informed of my inspection rights. If I decline to sign this form, the inspector(s) may still proceed with the inspection.

If I have any questions, I may contact the City staff member, \_\_\_\_\_

at the following number \_\_\_\_\_

Signature:  Date: 10/20/14

Printed Name: DAN RICHARDS

Check box if signature refused

Copy of Bill of Rights left at: \_\_\_\_\_

A.R.S § 9-833. Inspections; applicability

- A. A municipal inspector or regulator who enters any premises of a regulated person for the purpose of conducting an inspection shall:
1. Present photo identification on entry of the premises.
  2. On initiation of the inspection, state the purpose of the inspection and the legal authority for conducting the inspection.
  3. Disclose any applicable inspection fees.
  4. Except for a food and swimming pool inspection, afford an opportunity to have an authorized on-site representative of the regulated person accompany the municipal inspector or regulator on the premises, except during confidential interviews.
  5. Provide notice of the right to have:
    - (a) Copies of any original documents taken from the premises by the municipality during the inspection if the municipality is permitted by law to take original documents.
    - (b) A split or duplicate of any samples taken during the inspection if the split or duplicate of any samples, where appropriate, would not prohibit an analysis from being conducted or render an analysis inconclusive.
    - (c) Copies of any analysis performed on samples taken during the inspection.
  6. Inform each person whose conversation with the municipal inspector or regulator during the inspection is tape recorded that the conversation is being tape recorded.
  7. Inform each person interviewed during the inspection that statements made by the person may be included in the inspection report.
- B. On initiation of, or two working days before, an inspection of any premises of a regulated person, except for a food and swimming pool inspection that has up to one working day after an inspection, a municipal inspector or regulator shall provide the following in writing or electronically:
1. The rights described in subsection A of this section.
  2. The name and telephone number of a municipal contact person available to answer questions regarding the inspection.
  3. The due process rights relating to an appeal of a final decision of a municipality based on the results of the inspection, including the name and telephone number of a person to contact within the municipality and any appropriate municipality, county or state government ombudsman.
- C. A municipal inspector or regulator shall obtain the signature of the regulated person or on-site representative of the regulated person on the writing prescribed in subsection B of this section indicating that the regulated person or on-site representative of the regulated person has read the writing prescribed in subsection B of this section and is notified of the regulated person's or on-site representative of the regulated person's inspection and due process rights. The municipality shall maintain a copy of this signature with the inspection report. Unless the regulated person at the time of the inspection is informed how the report can be located electronically, the municipality shall leave a copy with the regulated person or on-site representative of the regulated person. If a regulated person or on-site representative of the regulated person is not at the site or refuses to sign the writing prescribed in subsection B of this section, the municipal inspector or regulator shall note that fact on the writing prescribed in subsection B of this section.
- D. A municipality that conducts an inspection shall give a copy of, or provide electronic access to, the inspection report to the regulated person or on-site representative of the regulated person either:
1. At the time of the inspection.
  2. Notwithstanding any other state law, within thirty working days after the inspection.
  3. As otherwise required by federal law.

- E. The inspection report shall contain deficiencies identified during an inspection. Unless otherwise provided by law, the municipality may provide the regulated person an opportunity to correct the deficiencies unless the municipality determines that the deficiencies are:
  - 1. Committed intentionally.
  - 2. Not correctable within a reasonable period of time as determined by the municipality.
  - 3. Evidence of a pattern of noncompliance.
  - 4. A risk to any person, the public health, safety or welfare or the environment.
- F. If the municipality allows the regulated person an opportunity to correct the deficiencies pursuant to subsection E of this section, the regulated person shall notify the municipality when the deficiencies have been corrected. Within thirty working days of receipt of notification from the regulated person that the deficiencies have been corrected, the municipality shall determine if the regulated person is in substantial compliance and notify the regulated person whether or not the regulated person is in substantial compliance, unless the determination is not possible due to conditions of normal operations at the premises. If the regulated person fails to correct the deficiencies or the municipality determines the deficiencies have not been corrected within a reasonable period of time, the municipality may take any enforcement action authorized by law for the deficiencies.
- G. A municipality's decision pursuant to subsection E or F of this section is not an appealable municipal action.
- H. At least once every month after the commencement of the inspection, a municipality shall provide the regulated person with an update, in writing or electronically, on the status of any municipal action resulting from an inspection of the regulated person. A municipality is not required to provide an update after the regulated person is notified that no municipal action will result from the municipality's inspection or after the completion of municipal action resulting from the municipality's inspection.
- I. This section does not authorize an inspection or any other act that is not otherwise authorized by law.
- J. This section applies only to inspections necessary for the issuance of a license or to determine compliance with licensure requirements. This section does not apply:
  - 1. To criminal investigations and undercover investigations that are generally or specifically authorized by law.
  - 2. If the municipal inspector or regulator has reasonable suspicion to believe that the regulated person may be or has been engaged in criminal activity.
  - 3. Inspections by a county board of health or a local health department pursuant to section 36-603.
- K. If a municipal inspector or regulator gathers evidence in violation of this section, the violation shall not be a basis to exclude the evidence in a civil or administrative proceeding, if the penalty sought is the denial, suspension or revocation of the regulated person's license or a civil penalty of more than one thousand dollars.
- L. Failure of a municipal employee to comply with this section:
  - 1. Constitutes cause for disciplinary action or dismissal pursuant to adopted municipal personnel policy.
  - 2. Shall be considered by the judge and administrative law judge as grounds for reduction of any fine or civil penalty.
- M. A municipality may adopt rules or ordinances to implement this section.
- N. This section:
  - 1. Shall not be used to exclude evidence in a criminal proceeding.
  - 2. Does not apply to a municipal inspection that is requested by the regulated person.

Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

## **SPECIAL REPORT**

### **SCHEDULE A**

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

Deco Communities, LLC

3. The Title to the fee estate in the land described herein is at this date hereof vested in:

DS Deco 7300, LLC, a Delaware limited liability company

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

**SEE EXHIBIT "A" ATTACHED HEREIN**

Search made to October 29, 2014 at 7:30 A.M.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**By: Kevin McManus/Im (602)685-7283**

**EXHIBIT "A"**

PARCEL NO. 1:

THE NORTH 325 FEET OF THE SOUTH 365 FEET OF THE EAST 113.48 FEET OF THE WEST 770.48 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

THE NORTH 135 FEET OF THE NORTH 325 FEET OF THE SOUTH 365 FEET OF THE EAST 160 FEET OF THE WEST 930.48 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL NO 3:

THE SOUTH 215 FEET OF THE NORTH 325 FEET OF THE SOUTH 365 FEET OF THE EAST 160 FEET OF THE WEST 930.48 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 4:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 930.48 FEET;

THENCE NORTH A DISTANCE OF 230.00 FEET, ON A LINE PARALLEL TO THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING;

THENCE NORTH A DISTANCE OF 135.00 FEET TO THE NORTH LINE OF THE SOUTH 365.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE AFOREMENTIONED LINE A DISTANCE OF 158.00 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 25 SECONDS WEST A DISTANCE OF 135.00 FEET ON A LINE PARALLEL LAND 225.00 FEET WESTERLY OF THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS WEST A DISTANCE OF 157.94 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 25 FEET; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGIN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 930.48 FEET;

THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 FOR A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 255.00 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG SAID LINE, FOR A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH, FOR A DISTANCE OF 40.00 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 132.97 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 25 SECONDS WEST ALONG A LINE PARALLEL WITH AND 225.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 255.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS WEST ALONG SAID LINE, FOR A DISTANCE OF 132.95 FEET TO THE TRUE POINT OF BEGINNING.

**SCHEDULE B**

**PART ONE:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

**SCHEDULE B**

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

**EXCEPTIONS:**

1. Second installment of 2014 taxes, a lien, payable on or before March 1, 2015, and delinquent May 1, 2015.
2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
3. The terms, conditions and provisions contained in the document entitled "Covenant and Agreement" recorded July 26, 1988 as 88-366345 of Official Records.
4. The terms, conditions and provisions contained in the document entitled "Waiver of Right to Make a Claim Under Proposition 207" recorded August 02, 2007 as 2007-875316 of Official Records.

(Affects Parcel No. 3)

5. The terms, conditions and provisions contained in the document entitled "Agreement for the Waiver of Claims for Diminution in Value of Property for City of Scottsdale Project No. 25-ZN-2006" recorded April 28, 2008 as 2008-370588 of Official Records.
6. All matters as set forth in Record of Survey, recorded July 16, 2014 as Book 1193, Page 47 of Official Records.
7. An easement for underground electric lines and incidental purposes, recorded as Docket 7971, Page 923.

(Affects Parcel No. 1)

8. An easement for electric lines and incidental purposes, recorded as Docket 16300, Page 1430.

(Affects Parcel No. 3)

9. An easement for underground electric lines and incidental purposes, recorded as 86-253120 of Official Records.

(Affects Parcel No. 1)

10. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**

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No. 229-5670228