

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

LETTER OF CONSENT/AUTHORIZATION

To: Coal Creek Consulting

Fax: 480-323-2010

Attn: Cameron Lehman

Re: **PH80XC106 SUSD Desert Mtn.**
12575 E. Via Linda, Scottsdale, AZ 85259

Permission is hereby granted to Sprint for the installation and maintenance of antennae, cables, accessories and any other equipment required for the successful and secure operation of the above-referenced communication facility as a result of changes and improvements made in Verizon's technology.

Additionally, authorization is hereby granted to Coal Creek Consulting and its agents, to represent the property owner in obtaining any and all government approvals necessary to complete an equipment modification on Sprint's existing communication facility.

Signature:  _____

Printed Name: Daniel O'Brien

Title: CFO

Date: 10 125 12016



Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: 795 - PA - 2014

Project Name: SPRINT TABOXIDE DESIGN MOUNTAIN H.S.

Project Address: 12575 E Via Linda

STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent: STEVE CIOLEK _____
Print Name

[Signature] _____
Signature

City Use Only:

Submittal Date: _____ Case number: _____

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, Kend Nussbaum
at the following number (480) 312-2953

Signature: [Signature] Date: 10/17/16

Printed Name: Steve Cidek

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.

Unofficial Document

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss. hereby certify that the within instrumen
in DOCKET and indi

at the request of CHICAGO TITLE AGENCY OF ARIZONA

When recorded, mail to:
Gaston & Snow, Attorneys
Attn: Matthew J. Yingling
4722 North 24th Street, Suite 400
Phoenix, Arizona 85016

Witness my hand and official seal

88 338328
CORR DEED

KEITH POLYTTIS, County Recorder
FEE 1.07
197-60023
Compared with recorded
Photostated
Fee

7/1

ST88 00711

Warranty Deed

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
APR 8 '88 300
KEITH POLYTTIS, County Recorder
FEE 8 PGS 3 L.M.

For the consideration of Ten Dollars, and other valuable considerations, I or we
NEWCOR/XANADU JOINT VENTURE, an Arizona General Partnership,
do hereby convey to

SCHOOL DISTRICT NO. 48 OF MARICOPA COUNTY, ARIZONA, also
known as Scottsdale Unified School District No. 48 of Maricopa County, Arizona
the following real property situated in Maricopa County, Arizona:

Lots 41 through 52; inclusive, and Lots 54 through 61; inclusive, and
Lots 63 through 65; inclusive, and Lots 67 through 80; inclusive,
McDOWELL ACRES #2, a subdivision recorded in Book 78 of Maps, page 8,
records of Maricopa County, Arizona.

This deed is being re-recorded for the sole purpose of clarifying the identity
of the grantee.

EXEMPT FROM AFFIDAVIT PER ARS 42 1614 A-3

/ SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to [illegible text]

Dated this 6th day of APRIL, 1988.

NEWCOR/XANADU JOINT VENTURE, an Arizona
general partnership, BY:
NEWSOME CORPORATION, an Arizona corporation,
general partner,

BY: Michael D. Newsome
Michael D. Newsome, President
KANADU DEVELOPMENT, INC., general partner,

BY: Michael L. Merriman
Michael L. Merriman, President
BY: Nicholas W. Lees, III
Nicholas W. Lees, III, Vice President

This instrument was acknowledged before me
this 7th day of April, 1988 by
MICHAEL D. NEWSOME, as President of NEWSOME
CORPORATION, an Arizona corporation, general
partner of NEWCOR/XANADU JOINT VENTURE, an
Arizona General Partnership

Dan Keegan
Notary Public
My commission will expire 5/4/90
This instrument was acknowledged before me
this 7th day of April, 1988 by
MICHAEL L. MERRIMAN as President and NICHOLAS W.
LEES, III, as Vice President, both of XANADU
DEVELOPMENT, INC., general partner of NEWCOR/
XANADU JOINT VENTURE, an Arizona General Partner-
ship.

Dan Keegan
Notary Public
My commission will expire 5/4/90



CHICAGO TITLE AGENCY OF ARIZONA
PHOENIX, ARIZONA

EXHIBIT "A"

88-166621

1. Taxes for the full year 1988. First half due on October 1, 1988, delinquent November 1, 1988. Second half due on March 1, 1989, delinquent May 1, 1989. **88 338328**
2. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 41. Principal paid to and including December 1, 1987; interest paid to and including December 1, 1987. Amount to pay in full: \$1,668.41. (Lot 48)
3. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$207.41, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 85, Assessment No. 61. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$208.84. (Lot 48)
4. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 70. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$1,613.66. (Lot 61)
5. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 72. Principal paid to and including December 1, 1987; interest paid to and including December 1, 1987. Amount to pay in full: \$1,906.75. (Lot 63)
6. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$207.42, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 85, Assessment No. 76. Principal paid to and including December 1, 1987; interest paid to and including December 1, 1987. Amount to pay in full: \$246.78. (Lot 63)
7. Unofficial Document
Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 89. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$1,613.66. (Lot 65)
8. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$207.42, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 85, Assessment No. 78. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$208.84. (Lot 65)
9. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 85. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$1,613.66. (Lot 69)
10. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$161.13, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 85, Assessment No. 82. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$162.23. (Lot 69)
11. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 82. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$1,613.66. (Lot 72)
12. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$136.64, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 85, Assessment No. 85. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$137.53. (Lot 72)
13. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$1,562.47, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 84, Assessment No. 104. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$1,613.66. (Lot 79)

continued

EXHIBIT "A" (cont.)

88 338328

14. Improvement Lien of City of Scottsdale Sewer, in the principal amount of \$207.62, payable in ten annual installments beginning December 1, 1985, plus interest payable semiannually, Series No. 85, Assessment No. 92. Principal paid to and including December 1, 1987; interest paid to and including June 1, 1988. Amount to pay in full: \$208.84. (Lot 79)

88-166621-

15. Reservations in Patent from the United States of America reading as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States of America.
16. Easement and rights incident thereto for public utilities, as shown on the recorded plat of said subdivision over the South 8 feet (Lots 41 through 48; Lots 57 through 64; and Lots 73 through 80) and over the North 8 feet (Lots 49 through 56 and Lots 65 through 72).
17. Easement and rights incident thereto for future roadway, as shown on the recorded plat of said subdivision over the East 15 feet. (Lots 48, 49, 64, 65 and 80)
18. Washes, the centerline of which are disclosed on the recorded plat of said subdivision. (Lots 41, 42, 44 through 49, 51 through 53, 55, 57 through 62, 64; 65, 67, 68, 70, 72, 73, 75, 77, 78 and 80)
19. Conditions, covenants and restrictions (but omitting, if any, such conditions, covenants or restrictions based on race, color, religion, sex or national origin) contained in instrument recorded June 30, 1958, in Docket 2525, page 56.

Unofficial Document

20. Water rights, claims or title to water.