

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

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

WAIVER OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207

(A.R.S. § 12-1131 et. seq.)
City of Scottsdale Case No. 8-UP-2012#2

The undersigned is the fee title Owner of property, (*Parcel No.*) 174-04-952 located at 8729 E Manzanita Dr Scottsdale, Maricopa County, Arizona, that is the subject of a request by Owner for a Conditional Use permit.

By signing this document, the undersigned Owner agrees and consents to all of the conditions and/or stipulations imposed by the Scottsdale Planning Commission, City Staff, or the City Council in conjunction with Owner's request for application of the city's land use laws to the Owner's property.

Owner waives any right to compensation for diminution in value that may be asserted now or in the future under Proposition 207, the Private Property Rights Protection Act (A.R.S. § 12-1131, et.seq.), based upon Owner's request in case no. 8-UP-2012#2.

Dated this 7th day of February, 2017.

Owner: Real Estate Holding Group
(Type Name)

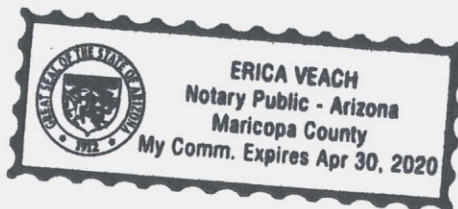
By: Michelle Smith
(Signature of Owner)

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this 7th day of February, 2017 by
Michael Smith

[Signature]
Notary Public

My Commission Expires:
4/30/2020



Short Waiver Form



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 8729 E Manzanita Drive Scottsdale, AZ 85258
- b. County Tax Assessor's Parcel Number: 174-04-952
- c. General Location: NWC Hayden Rd and Via De Ventura
- d. Parcel Size: 10,400 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
<u>Real Estate Holdings Group, LLC - Michael Smith</u>	<u>Nov 15, 2016</u>	<u>Michael Smith</u>
<u>Rose Law Group - Court Rich</u>	_____, 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

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) where an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

- ❖ No fee will be charged for filing
- ❖ The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- ❖ Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- ❖ The city will submit a takings impact report to the hearing officer.
- ❖ In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- ❖ In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- ❖ The hearing officer must render his decision within five working days after the appeal is heard.
- ❖ The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- ❖ If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

**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:

8729 E Manzanita Drive Scottsdale, AZ 85258

(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.

Michael Smith
Signature of Property Owner

11/15/2016
Date

Michael Smith, Real Estate Holdings Group, LLC

Escrow Officer: **Vicki Etherton**
2555 E. Camelback Road
Suite 275

REPORT OF TITLE
Landmark Title Assurance Agency

File No.: 06178598

Dated: November 22, 2016 at 7:30 a.m.

Landmark Title Assurance Agency hereby reports that an examination of the title to the land described in Schedule A is vested as shown in Schedule A, subject to the liens, encumbrances and defects as shown in Schedule B.

This is a report of status of title **ONLY** and is neither a guarantee of title, a commitment to insure nor a policy of title insurance.

The total liability of the Company is limited to the fee paid for this report.

SCHEDULE A

1. Title to the said estate or interest in said land is at the effective date hereof vested in:
Real Estate Holdings Group, LLC, an Arizona limited liability company, formerly known as Whitestar Real Estate Holdings, LLC, an Arizona limited liability company

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

A Fee .

3. The land referred to in this Commitment is situated in the County of Maricopa, State of ARIZONA, and is described as follows:

Lot 22, Ranch Office Park II Amended, according to Book 283 of Maps, page 4, records of Maricopa County, Arizona;

EXCEPT all groundwaters underlying the surface of said land as reserved in instrument recorded in Docket 14162, page 781, records of Maricopa County, Arizona.

REQUIREMENTS

The following are requirements to be complied with in the event a Policy of Title Insurance is requested to be issued.

If said Requirements are not complied with or eliminated to the satisfaction of the Company, additional matters may appear as exceptions to coverage under Schedule B of any policy to be issued.

TAX NOTE:

Year	2016
<u>Parcel No.</u>	<u>174-04-952 9</u>
<u>Total Tax</u>	<u>\$5325.76</u>
First Half	\$2662.88 (paid)
Second Half	\$2662.88

1. NONE

THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.

SCHEDULE B

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

At the date hereof exceptions to title are:

- A. The exceptions and/or exclusions contained in any form policy that might be requested.
1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
 2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
 3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2016
 4. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within McCormick Ranch Property Owners Association..
 5. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in <u>Docket</u>	<u>9148</u>
<u>Page</u>	<u>706;</u>
<u>Docket</u>	<u>14162</u>
<u>Page</u>	<u>761; and</u>
<u>Docket</u>	<u>14162</u>
<u>Page</u>	<u>766</u>

6. RIGHT OF ENTRY for the purpose of withdrawal , removal and use of groundwaters; and restrictions, conditions, covenants, and reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

<u>Docket</u>	<u>14162</u>
<u>Page</u>	<u>781</u>

SCHEDULE B
Continued

7. EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin set forth on plat:

Recorded in Book _____ 279 of Maps
Page _____ 11;
 Amended in Book _____ 283 of Maps
Page _____ 4;

City of Scottsdale Release of Easement recorded in Document No. 94-0608863; and
 Affidavit of Correction recorded in Document No. 97-0714359

8. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. _____ 85-109148;
Document No. _____ 92-0383130; and
Document No. _____ 95-0445375

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. _____ 87-524887
 Purpose _____ lines and appurtenant facilities

10. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$2,000,000.00
Dated	August 15, 2014
Recorded	August 22, 2014
<u>Document No.</u>	<u>2014-0557943</u>
Trustor	Real Estate Holdings Group, LLC, an Arizona limited liability company, formerly known as Whitestar Real Estate Holdings, LLC, an Arizona limited liability company
Trustee	Metro Phoenix Bank
Beneficiary	Metro Phoenix Bank

11. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor	Real Estate Holdings Group, LLC
Lessee	Monarch Wellness Centers, Inc.
Dated	July 01, 2013
As disclosed by	Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Recorded	August 22, 2014
<u>Document No.</u>	<u>2014-0557944</u>