

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

Legal

**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. 22-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 PV Hotel Venture SPE a LLC ("Owner").

**RECITALS**

- A. Owner is the fee title owner of property, Parcel No. 175-65-021-G located at 6160 N. Scottsdale 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 zoning ordinance to 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 approvals under the City's zoning ordinance, the City may impose requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions set forth in Case No. 22-ZN-2016 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 Case No. 22-ZN-2016 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. 22-ZN-2016. This waiver constitutes a complete release of any and all claims and causes of action under the Private Property Rights Protection Act that may arise out of the Owner's request in Case No. 22-ZN-2016.

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. 22-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 for a period of three years from the date hereof. 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: Gary A Stougaard Its: AUTHORIZED SIGNATORY

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

Subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

**NOTARY CERTIFICATE ATTACHED**

**All-purpose Acknowledgment California only**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Diego

On

11.20.2017

before me,

H. J. Noe, notary public

(here insert name and title of the officer),

personally appeared

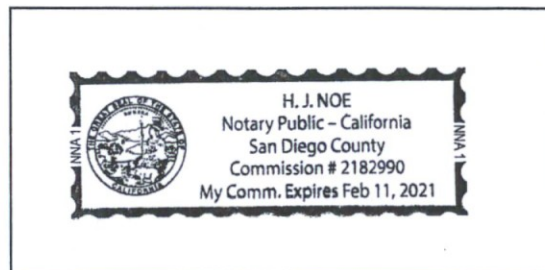
Gary A. Stougaard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand  
and official seal.

Signature

H. J. Noe

Notary Seal

**For Bank Purposes Only**

Description of Attached Document

Type or Title of Document

Agreement for the Waiver of Claims for diminution in value of property

Document Date

11.20.2017

Number of Pages

4, including this page

Signer(s) Other Than Named Above

NONE



 **FILE COPY**

**DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST**

NAME: Prescott Smith  
PUBLIC BODY: Planning Commission  
DATE OF PUBLIC MEETING: 11/8/17 AGENDA ITEM NO.: 233  
DESCRIPTION OF ITEM: Rose Lane Commercial Parcel

☒ 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 have been work on this project

☐ 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

11/8/17

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.

**EXHIBIT "A"**

THAT PORTION OF THE FOLLOWING PROPERTIES:

PARCEL NO. 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, 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 SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1000.43 FEET;

THENCE WEST A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING WEST, A DISTANCE OF 86.92 FEET;

THENCE NORTH, A DISTANCE OF 53.17 FEET;

THENCE WEST, A DISTANCE OF 51.26 FEET;

THENCE NORTH 70 DEGREES 16 MINUTES 56 SECONDS WEST, A DISTANCE OF 51.37 FEET;

THENCE NORTH 60 DEGREES 06 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.43 FEET;

THENCE SOUTH 31 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 148.58 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 116.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 43 MINUTES 05 SECONDS, A DISTANCE OF 108.76 FEET;

THENCE NORTH 02 DEGREES 54 MINUTES 24 SECONDS WEST A DISTANCE OF 15.91 FEET;

THENCE NORTH 87 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 48.55 FEET;

THENCE NORTH 29 DEGREES 53 MINUTES 01 SECONDS EAST, A DISTANCE OF 394.73 FEET;

THENCE NORTH 87 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 225.00 FEET;

THENCE SOUTH A DISTANCE OF 325.66 FEET BACK TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF ASSESSOR'S PARCEL NUMBER 174-65-012G LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, 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 SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 664.48 FEET;

THENCE SOUTH 87 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 660.21 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 34 SECONDS WEST, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 34 SECONDS WEST, A DISTANCE OF 162.09 FEET;

THENCE NORTH 87 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 151.45 FEET;

THENCE SOUTH 02 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 79.44 FEET TO A POINT OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 165.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 03 MINUTES 02 SECONDS, A DISTANCE OF 86.54 FEET;

THENCE SOUTH 87 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 181.16 FEET BACK TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

THE RIGHTS IN AND TO THAT CERTAIN EASEMENT AND MAINTENANCE AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED AUGUST 18, 1978 IN [DOCKET 13098, PAGE 1464](#).

NOTE: EXACT LEGAL DESCRIPTION TO BE FURNISHED PRIOR TO CLOSE OF ESCROW.

**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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**COMMITMENT FOR TITLE INSURANCE****ISSUED BY**

First American Title Insurance Company  
through its Division

***First American Title Insurance Company***

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**

If you have any questions about the Commitment, contact:

***First American Title Company National Commercial Services***  
***777 South Figueroa Street, Suite 400, Los Angeles, California 90017***

## **AGREEMENT TO ISSUE POLICY**

**We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.**

**If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.**

**Our obligation under the Commitment is limited by the following:**

**The Provisions in Schedule A  
The Requirements  
The Exceptions in Schedule B - Parts 1 and 2  
The Conditions**

**This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.**

## **SCHEDULE B - EXCEPTIONS**

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

### **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.  
  
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.

**Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.**

## REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

## CONDITIONS

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

## The First American Corporation

### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**First American Title Company  
National Commercial Services**

**SCHEDULE A**

First Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **at**

Effective Date: **August 24, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$0.00

Proposed Insured:

**City of Scottsdale**

2. The estate or interest in the land described or referred to in this commitment and covered herein is Fee simple as to Parcel Nos. 1 and 2 and Easement as to Parcel No. 3 and title thereto is at the effective date hereof vested in:

**The Scottsdale Seven, a partnership as to the east 25 feet of parcel 1; PV Hotel Venture SPE, LLC, a Delaware limited liability company as to parcel 1 except the east 25 feet and PV Scottsdale Hotel Owner SPE, LLC, a Delaware limited liability company as to Parcel 2.**

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

**City of Scottsdale**

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Adam Schlesinger @ (213)271-1708/aschlesinger@firstam.com.

**Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**

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THAT PORTION OF ASSESSOR'S PARCEL NUMBER 174-65-012G LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

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THE RIGHTS IN AND TO THAT CERTAIN EASEMENT AND MAINTENANCE AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED AUGUST 18, 1978 IN [DOCKET 13098, PAGE 1464](#).

NOTE: EXACT LEGAL DESCRIPTION TO BE FURNISHED PRIOR TO CLOSE OF ESCROW.

**First American Title Company  
National Commercial Services**

**SCHEDULE B  
First Amended**

**PART TWO:**

1. Taxes for the full year of 2016.  
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. An easement for ingress and egress and incidental purposes in the document recorded as [Docket 5921, Page 46.](#)  
  
(Affects all parcels)
4. Indemnity Agreement between City of Scottsdale and Stouffer Hotel Corporation, recorded February 01, 1983 as [83-038131](#) of Official Records.  
  
(Affects Parcel 1)
5. The terms and provisions contained in the document entitled "Easement and Maintenance Agreement" recorded August 18, 1978 as [Docket 13098, Page 1464.](#)  
  
(Affects all parcels)
6. Rights of others in and to the use of the privated drives as shown on Map of Dedication recorded as recorded in [Book 199 of Maps, Page 5.](#)  
  
(Affects all parcels)
7. An easement for gas main and incidental purposes in the document recorded as [Docket 1912, Page 568.](#)  
  
(Affects Parcel 1)
8. An easement for electric lines and incidental purposes in the document recorded as [Docket 2665, Page 119.](#)  
  
(Affects all parcels)
9. An easement for right-of-way and incidental purposes in the document recorded as [Docket 11986, Page 1111.](#)  
  
(Affects Parcel 1)

10. An easement for block wall and landscape and incidental purposes in the document recorded as [Docket 14777, Page 1288](#) and amendment recorded as [97-0521939](#) of Official Records of Official Records.

(Affects Parcel 2)

11. An easement for natural gas pipeline or pipelines and incidental purposes in the document recorded as [2016-0088717](#) of Official Records.

(Affects all parcels)

12. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

13. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by \_\_\_\_\_ on \_\_\_\_\_, designated Job Number \_\_\_\_\_:  
\_\_\_\_\_

14. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

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

**End of Schedule B**

**First American Title Company  
National Commercial Services**

**First Amended**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. All of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$14,087.52 for the year 2015 under Assessor's Parcel No. 174-65-012G 4.

3. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$45,000,000.00, recorded October 23, 2015 as [2015-0763491](#) of Official Records  
Dated: October 19, 2015  
Trustor: PV Scottsdale Hotel Owner SPE, LLC, a Delaware limited liability company  
Trustee: First American Title Insurance Company, a Nebraska insurance company  
Beneficiary: BMO Harris Bank N.A., a national banking association

A document recorded June 17, 2016 as [2016-0423611](#) of Official Records provides that the Deed of Trust or the obligation secured thereby has been modified.

Note: Assignment of Leases and Rents recorded October 23, 2015 as [2015-0763492](#) of Official Records

Note: First Amendment to Assignment of Leases and Rents recorded June 17, 2016 as [2016-0423612](#) of Official Records

(Affects Parcel 2 and more property)

4. Record partial Release of a financing statement recorded October 23, 2015 as [2015-0763493](#) of Official Records  
Debtor: PV Scottsdale Hotel Owner SPE, LLC  
Secured Party: BMO Harris Bank N.A., as administrative agent

(Affects Parcel 2 and more property)

5. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

6. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
7. Proper showing as to the date of completion of the improvements located on the land to be insured and lapse of statutory time in which any claimant for unpaid labor or materials may record a lien under the laws of the State of Arizona or in lieu thereof, furnish proper documentation which may be requested by this company for consideration as to the acceptability of indemnification of this company by parties related to this transaction.
8. Furnish any amendments to the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, any amendments to the Operating Agreement of any changes in membership subsequent to August 01, 2014 relating to PV Hotel Venture SPE, LLC a limited liability company.
9. Furnish any amendments to the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, any amendments to the Operating Agreement of any changes in membership subsequent to June 09, 2016 relating to PV Scottsdale Hotel Owner SPE, LLC a limited liability company.
10. Record Certificate of Partnership of The Scottsdale Seven, a partnership, in accordance with Arizona Revised Statutes 29-302.
11. Furnish a copy of the Partnership Agreement of The Scottsdale Seven, a General partnership, together with any amendments thereto.
12. Furnish proper legal description of the land to be insured.
13. Record Warranty Deed from The Scottsdale Seven, a partnership and PV Scottsdale Hotel Owner SPE, LLC, a Delaware limited liability company to PV Hotel Venture SPE, LLC, a Delaware limited liability.

(Affects Parcel No. 2 and the East 25 feet of Parcel 1)

14. Record Warranty Deed from PV Hotel Venture SPE, LLC, a Delaware limited liability to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

15. Such further requirements as may be necessary after completion of the above.

16. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. <sup>1</sup> 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

#### **End of Requirements**



## Request To Submit Concurrent Development Applications

### Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more of the development applications are related to another development application. City Staff may agree to process concurrently where one or more the development applications related to the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input checked="" type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input checked="" type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: GARY STOU GAARD

Company: PV HOTEL VENTURE, SPE, LLC

Address: 1501 MORENA BLVD, SAN DIEGO, CA 92110

Phone: 619-709-4461 Fax: NA

E-mail: GSTOUGAARD@CHELSEAHP.COM

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications; 4) to placing a development application on hold in order to continue processing a concurrent development application that is related to an another development application; and 5) that upon completion of the City review(s) of the development applications, one or of the development application may not be approved.

Property owner (Print Name): GARY A. STOU GAARD Title: AUTHORIZED SIGNER

Gary A. Stougard

Signature

Date: 8/8/16

#### Official Use Only:

Submittal Date: \_\_\_\_\_

Request: ☐ Approved or ☐ Denied

Staff Name (Print): \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Planning, Neighborhood & Transportation Division

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 F

City of Scottsdale's Website: [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)



# Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 6160 N. SCOTTSDALE RD.
- b. County Tax Assessor's Parcel Number: 174-65-0126
- c. General Location: SOUTHWEST CORNER SCOTTSDALE RD & ROSE LN.
- d. Parcel Size: 2.6 ACRES
- e. Legal Description: SECTION 10, TOWNSHIP 2N, RANGE 4E  
(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

GARY A. STONGAARD

APRIL 27, 2016

Gary A. Stongaard

TRAVIS KEELE

APRIL 27, 2016

Travis Keele

\_\_\_\_\_

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

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

\_\_\_\_\_

## Planning and Development Services

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

22-ZN-2016

8/30/2016



# Appeals of Dedication, Exactions, or Zoning Regulations

## Rights of Property Owner

In addition to the 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 of 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) when 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 violations of Arizona and federal court decision.

## Appeal Procedure

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

- 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 of 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 *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

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

Address your appeal to:

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

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:

6160 N. SCOTTSDALE RD SCOTTSDALE, AZ 85253

(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.

Gary A. Stuyzard

Signature of Property Owner

Date

4/27/16



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

This request concerns all property identified in the development application.

Pre-application No: 1118 -PA- 15

Project Name: SCOTTSDALE ROAD PARCEL

Project Address: 6160 N. SCOTTSDALE ROAD 85253

### 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: \_\_\_\_\_

GARY A. STUGARD

Print Name

Gary A. Stugard

Signature

### City Use Only:

Submittal Date: \_\_\_\_\_ Case number: \_\_\_\_\_

Planning, Neighborhood & Transportation Division

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

22-ZN-2016  
8/30/2016



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: Travis Keele Date: 8/8/16

Printed Name: TRAVIS KEELE

☐ 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.