

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

Legal



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 8783 E. Dynamite Boulevard
- b. County Tax Assessor's Parcel Number: 216-70-006M
- c. General Location: Northwest corner of Pima Road and Dynamite Boulevard
- d. Parcel Size: Approximately 10 gross acres (CUP 2.25 acres)
- 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

RL Miller
Dennis Newcombe
Andrew Armstrong
Paul E. Gilbert

11/21/2016
11/30/16
11/30/16
11/30/16

RL
[Signature]
[Signature]
[Signature]

11-UP-2016
12/09/2016

Planning and Development Services

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



FILE COPY

DECLARATION OF CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: Prescott Smith

PUBLIC BODY: Planning Commission

DATE OF PUBLIC MEETING: 12/13/17 AGENDA ITEM NO.: 9

DESCRIPTION OF ITEM: The Outpost

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:

My company did work on this project in the past

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.

[Handwritten Signature]
Signature

12/13/17
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.



Neighborhood Notification Checklist

AB, BA, UP, DR, HE, HP, MUMSP, PP

Neighborhood notification is necessary for all Conditional Use Permits, including Municipal Use Master Site Permits, Abandonments, Development Review Board, Board of Adjustment, and Hardship Exemption cases. You are required to return this form with checked items completed, and your Neighborhood notification Report with your application submittal.

If you have questions on these requirements, please contact Planning & Development Services at 480-312-2328.

This application is for a:

- | | |
|--|---|
| <input type="checkbox"/> Abandon of ROW/GLO | <input type="checkbox"/> Development Review Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Hardship Exemption |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Municipal Use Master Site Plan |
| <input type="checkbox"/> Historic Preservation Commission | |

If you are submitting an application for Re-Zoning, Zoning Ordinance Text Amendments, Zoning Stipulation Amendments, Council Approved Amended Standards, and City Council Site Plan Approval this is not the correct checklist; please obtain a copy of the Citizen Review Checklist from your project coordinator. If you are applying for a General Plan Amendment, please obtain a copy of the Neighborhood Involvement Checklist from your project coordinator.

Complete the following marked items **prior to** submitting your application

Step 1: Neighborhood Notification

<p>Provide information by:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1st Class Letter or Postcard <input type="checkbox"/> In Person <input type="checkbox"/> Phone call <input type="checkbox"/> Certified Mail <input type="checkbox"/> Door Hangers/Flyers 	<p>To:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Property owners and HOAs within 750' (*required for all WCF) <input checked="" type="checkbox"/> Adjacent property owners/ tenants/HOAs <input type="checkbox"/> School District(s) <input checked="" type="checkbox"/> Interested Party list (provided by Project Coordinator) <input type="checkbox"/> Tenants, employees, and students (*required for all WCF)
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* WCF requirements for Notification shall be completed a minimum of 15 days prior to the application submittal. Notification for all other applications should be within 45 days prior to the date of your formal submittal.

Project Notification shall include the following information:

- Project request and description
- Location
- Size (e.g. Number of Acres of project, Square Footage of Lot)
- Zoning
- Site Plan
- Applicant and City contact names and phone numbers
- Any scheduled open house(s) - including time, date, and location

Step 2: Project Under Consideration

- Post sign 10 calendar days prior to your Open House Meeting. (See Sign posting requirements)
- Post sign 15 calendar days prior to your formal application submittal. (See WFC requirements)

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Neighborhood Notification Checklist

AB, BA, UP, DR, HE, HP, MUMSP, PP

Step 3: Hold An Open House Meeting

You are required to hold a minimum of 1 Open House Meeting(s).

Provide open house date, time, and location to Project Coordinator **at least** 14 calendar days prior to the meeting. E-mail open house information to project coordinator and to: planninginfo@scottsdaleaz.gov.

Step 4: Complete a Neighborhood Notification Report

Provide all of the checked items, in a report, with your submittal

- You are required to submit a Neighborhood Notification Report with your application.
- Submit either the original, or a copy of this marked Neighborhood Notification Packet.
- Document your Project Notification efforts as follows:
 - Provide a list of names, phone numbers/addresses of contacted parties (e.g. neighbors/property owners, School District representatives, and HOA's).
 - Provide a map showing where notified neighbors are located.
 - Provide the dates contacted, and the number of times contacted.
 - Indicate how they were contacted (e.g. letter, phone call). If certified mail was used, provide receipts of delivery.
 - Provide copies of letters or other means used to contact neighbors, the school district, and HOA's.
 - Provide originals of all comments, letters, and correspondence received.
- Verify the "Project Under Review" Sign Posting or Newspaper listing as follows:
 - Provide affidavit of posting, and pictures of sign, which are date and time stamped.
 - Copy of Newspaper listings with date of publication.
- Document the Open House Meeting(s) as follows:
 - List dates, times, and locations of open house meeting(s).
 - Provide the sign-in sheets, list of people attended the meeting(s), comment sheets, and written summary of the comments, issues and concerns provided at the open house meeting(s).
 - List the method by which the applicant has addressed, or intends to address, the issues, concerns, and problems identified during the process.
 - List dates, times, and locations of any follow-up with interested parties.
- List any other neighborhood, citizen involvement.

Related Resources:

- Project Under Consideration Sign Posting Requirements
- Affidavit of Posting
- Public Hearing Sign Posting Requirements

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First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Commitment

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

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

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issued by:



**FIRST ARIZONA
TITLE AGENCY**

6263 North Scottsdale Road, Suite 190
Scottsdale, AZ 85250

(This Commitment is valid only when Schedules A and B are attached)

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**11-UP-2016
12/09/2016**

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Schedule A

File No.: 11-168571

1. Effective Date: November 18, 2016

2. Policy or Policies to be issued:

AMOUNT

- a. ALTA Standard Owner's Policy \$1,000,000.00
- ALTA Extended Owner's Policy
- ALTA Residential Plain Language Owner's Policy
- ALTA Homeowner's Policy of Title Insurance

Proposed Insured: CITY OF SCOTTSDALE

- b. ALTA Standard Loan Policy \$0.00
- ALTA Extended Loan Policy
- ALTA Short Form Residential Loan Policy
- ALTA Residential Limited Coverage Jr. Loan Policy

Proposed Insured:

- c. \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in: Atlas Development Group, LLC
5. The land referred to in this Commitment is described as follows:
Legal Description: See Exhibit "A"

First Arizona Title Agency as Agent for First American Title Insurance Company
Title Examiner: Glenn Johnston
Amended:

Exhibit "A"

Real property in the City of **Scottsdale**, County of **Maricopa**, State of **Arizona**, described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 40.00 FEET; AND

EXCEPT THE EAST 55.00 FEET; AND

EXCEPTING ALL MINERALS AND ALL THE URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS AS RESERVED BY THE UNITED STATES OF AMERICA IN DOCKET 1415, PAGE 212.



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Schedule BI

File No.: 11-168571

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded, as follows: None
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

NOTE: Taxes are assessed in the total amount of \$3,308.30 for the year 2016 under Assessor's Parcel No. 216-70-006M.

5. Pay first half of 2016 taxes.
6. Record Full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,600,000.00, recorded April 15, 2016 as 2016-253319 of Official Records.

Dated: April 14, 2016
Trustor: Atlas Development Group, LLC, an Arizona Limited Liability Company
Trustee: Mike A. Abel, Esq.
Beneficiary: Equitable Home Mortgage, Inc., an Arizona Corporation

The beneficial interest in the Deed of Trust was assigned to CBA-RE Holdings, LLC an Arizona LLC by Assignment recorded April 15, 2016 as 2016-253321 of Official Records.

An Assignment of Plans, Specifications, Easements, Rights of Way and Contracts recorded April 15, 2016 as 2016-253320 of Official Records, as additional security for the payment of the indebtedness secured by the Deed of Trust recorded April 15, 2016 as 2016-253319 of Official Records.

The beneficial interest in the Assignment of Plans, Specifications, Easements, Rights of Way and Contracts was assigned to CBA-RE Holdings, LLC an Arizona LLC by Assignment recorded April 15, 2016 as 2016-253322 of Official Records.

7. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Atlas Development Group, LLC, a limited liability company.
8. Record Warranty Deed from Atlas Development Group, LLC, to City of Scottsdale.



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Schedule BII

File No.: 11-168571

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Second installment of 2016 taxes, a lien, payable on or before March 1, 2017, and delinquent May 1, 2017.
2. Water rights, claims or title to water, whether or not shown by the public records.
3. All matters as set forth in Agreement for the Waiver of Claims for Diminution in Value of Property, recorded December 14, 2015 as 2015-879962 of Official Records.
4. All matters as set forth in Agreement for the Waiver of Claims for Diminution in Value of Property, recorded December 14, 2015 as 2015-879970 of Official Records.

PRIVACY POLICY NOTICE

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, 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 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. In compliance with Title V of the Gramm-Leach-Bliley Act, we are providing you with this document, which notifies you of the privacy policy and practices of First Arizona Title Agency.

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, identity statements, 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 service 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

BEUS GILBERT

PLLC

ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
(480) 429-3000
FAX (480) 429-3100

WRITER'S DIRECT LINE
480-429-3060
aarmstrong@beusgilbert.com

066093-6

January 11, 2018

VIA HAND DELIVERY

Tim Curtis and/or Jesus Murillo
City of Scottsdale Planning & Development Department
7447 Indian School Road
Scottsdale, Arizona 85251

Re: Completed Proposition 207 Waiver Submittal
Case Number: 11-UP-2016 "The Outpost"
City Council Hearing Date: January 23, 2018
Location: NWC of Pima Road & Dynamite Boulevard

Dear Tim & Jesus,

As required, enclosed is the signed and notarized Proposition 207 waiver for the upcoming City Council hearing for "The Outpost", Case: 11-UP-2016.

If you have any questions or need anything else, please feel free to contact me.

As always, thank you for your continued time and assistance.

Very truly yours,

BEUS GILBERT PLLC



Andrew J. Armstrong
Assistant Planning Consultant

Enclosures: Completed Prop 207 Waiver

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(Jesus Murillo)
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. 11-UP-2016

The undersigned is the fee title Owner of property, (*Parcel No.*) 216-70-006M located at 8738 E Dynamite Boulevard, 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. 11-UP-2016.

Dated this 9 day of January, 2018

Owner: RL Miller
(Type Name)

By: [Signature]
(Signature of Owner)

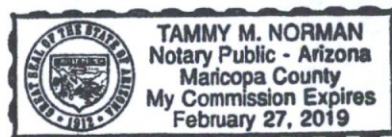
STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this 9 day of Jan, 2018 by

Tammy M. Norman

Tammy M. Norman
Notary Public

My Commission Expires:
Feb 27, 2019



Short Waiver Form