

### RECUEST O SPEAK



Request to Speak cards must be submitted to City Staff <u>BEFORE</u> public testimony begins.

Public testimony is limited to three (3) minutes per speaker.

8

Additional time MAY be granted to speakers representing two or more persons.

Cards for designated speakers and the person(s) they represent must be submitted together.

1/4

NAME (print) CMNSTIL LE KINCHEM MEETING DATE 8/14/19
NAME OF GROUP/ORGANIZATION (if applicable)
ADDRESS Redected due to My role with Superior court HOME PHONE 602 - 908 - 8946 WORK PHONE
1002 - 908 - 894 WARK BHONE
HOME PHONE USE 190 OF TO WORK PHONE
E-MAIL ADDRESS (optional) Christic @ Twins And Company, com
I WISH TO SPEAK ON AGENDA ITEM # _ D     I WISH TO DONATE MY TIME TO
L'INSTITUTE DOINTE ME TO LINE
☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

<sup>\*</sup>Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.

#### HOW TO ADDRESS THE BOARD AND COMMISSION:

- The Chair will call your name when it is your turn to speak.
- Approach the podium and state your name and address for the record.
- Groups wishing to speak are encouraged to select a spokesperson to represent the views of the group.
- Public testimony is limited to three minutes per speaker. (At the Chair's discretion, speakers representing two or more persons may be granted additional time.)
- A timer light, located at the podium, will help you to time your comments.
  - A green light indicates the timer has been activated.
  - A yellow light indicates there is one minute remaining.
  - A red light indicates the comment period has ended.

**WRITTEN COMMENTS:** Citizens who do not wish to address the Board and Commission in person may submit written comments by completing a white Written Comment card. Written Comment cards are available throughout the Kiva Forum and at the Staff table.

### **REQ IES" O SPEAK**



Request to Speak cards must be submitted to City Staff <u>BEFORE</u> public testimony begins.

8

Public testimony is limited to three (3) minutes per speaker.

Additional time MAY be granted to speakers representing two or more persons.

Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (print) Advience Knaller MEETING DATE 8/14/19
NAME OF GROUP/ORGANIZATION (if applicable)
ADDRESS 6949 E MOREL and 2 , Scott State ZIP
HOME PHONE 914-295-9562 WORK PHONE
E-MAIL ADDRESS (Optional) ADRIENNEC HARPHAUS, COM
$\bowtie$ I wish to speak on agenda item # $\bigcirc$ $\square$ I wish to donate my time to
☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

This card constitutes a public record under Arizona law.

<sup>\*</sup>Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.

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- Approach the podium and state your name and address for the record.
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  - A yellow light indicates there is one minute remaining.
  - A red light indicates the comment period has ended.

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### REQ JES''') SPEAK



Request to Speak cards must be submitted to City Staff <u>BEFORE</u> public testimony begins.

Public testimony is limited to three (3) minutes per speaker.

Public testimony is limited to three (3) minutes per speaker.

Additional time MAY be granted to speakers representing two or more persons.

Cards for designated speakers and the person(s) they represent must be submitted, together.

NAME (print) Ker MANT MEETING DATE \$/14/19
NAME OF GROUP/ORGANIZATION (if applicable)
ADDRESS 1822 N. 72 Place, S& Holse ZIP 85250
HOME PHONE 480 -292 - 7299 WORK PHONE
HOME PHONE 700 700 10 77 WORK PHONE
E-MAIL ADDRESS (optional)
☑ I WISH TO SPEAK ON AGENDA ITEM # ☑ I WISH TO DONATE MY TIME TO
☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

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### **REQUEST TO SPEAK**



Request to Speak cards must be submitted to City Staff <u>BEFORE</u> public testimony begins.

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Additional time MAY be granted to speakers representing two or more persons.

Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (print) Tina Soderquist MEETING DATE 16	-4-18				
NAME (print) Tina Soderguist MEETING DATE 16  NAME OF GROUP/ORGANIZATION (if applicable) Sands Nor+2 HOA					
ADDRESS 7202 & Joshua Tree Lane					
HOME PHONE 480 80 93					
E-MAIL ADDRESS (optional)					
□ I WISH TO SPEAK ON AGENDA ITEM # 4 NI WISH TO DONATE MY TIME TO Sandra Price					
☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING					
TWISH TO SPEAK DURING PUBLIC COMMENT. CONCERNING					

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359299 05/16/2019 12:50
ELECTRONIC RECORDING

33361-3-1-1-morenoa

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

## 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 Ci Chards Beamora Father A. Ceamer ("Owner").

### RECITALS

A. Owner is the fee title owner of property, Parcel No(s). 174-17-032 located at 1501 E Cartur Winn Inf Scalable, 177 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 Agreem guarantees to City that he has legal power to	ent on behalf of Owner personally warrants and bind Owner to this Agreement.
Owner: Rechard Freuer	lts:
STATE OF ARIZONA	
County of Maricopa ) ss.	
Subscribed, sworn to by Richard + Patricia Beamer on th	and acknowledged before me is 11 day of february 20, 20
My commission expires:	Notary Public
Dec 20 2019	Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190519130 07/09/2019 03:30
ELECTRONIC RECORDING

33519-3-1-1-prices

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS

(McClay) 7447 East Indian School Road, Suite 100

Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

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 DIANA S NASHIF a \_\_\_\_\_\_ ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). -174-19-054 located at 6825 N 72nd PL, Scottsdale, A2, 85250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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						illy warran	ts and
guarantees to City that he	has legal pov	ver to bir	nd Owner	to this Agree	ement.		
Owner: Mana	SMBK		lts:	N/A	· ·		·
STATE OF ARIZONA	) ) ss.						
County of Maricopa	).						
Subscribed, by Diana Sue N	swom Jasluz	to _ on this	and 24 day	acknowledger		before , 20	me 19
My commission expires:	Ū		Notary	Public -	be		
5/15/2022					MONA GAUT Notary Publ Maricope	ic - Arizona L County	<b>{</b>
·					Commission by Comm. Expir-	n# 545674 es May 15, 2022	•

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190519463 07/09/2019 04:38
ELECTRONIC RECORDING

33520-3-1-1-- prices

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 DOUGLAS M NASHIFA ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). \_\_\_\_174 19 054 located at \_\_\_\_(6825 N 72naPl, Scottsalate, AZ, 85250 \_\_\_\_\_\_(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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 guarantees to City that he				personally warrants and ment.	đ
Owner Dougles	Mis	If Its:	N/A	·	
STATE OF ARIZONA	) ) ss.	/			
County of Maricopa	) SS. )				
Subscribed, by Douglas Michae	sworn 1 Norling	to and on this 25	acknowledg day of Jone	ed before me	е
My commission expires:	v		otary Public	des	
3/13/2012				MONA GAUTAM MOHAN Notary Public - Arizona Maricopa County Commission # 545674 by Comm. Expires May 15, 2022	

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359304 05/16/2019 12:52
ELECTRONIC RECORDING

33362-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

## 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 LENEE LUWKNALL a \_\_\_\_\_\_\_\_("Owner").

### **RECITALS**

	A.	Owner	is the fee t	itle owner of	property	. Parcel I	No(s).	74-19	7 - <i>033</i> (the "Prop	located
at	<u>730</u>	<u> 5 E</u>	Cactus	Wen to	d Sio	Kdali	AL	85250	(the "Prop	erty").

- 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.)
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- 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:

Owner acknowledges that:

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- 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 land use laws to the Property will not reduce the fair market value of the Property.
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  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.
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- 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.9-ZN-2018.
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- 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.

	Agreement on behalf of Owner personally warrants and
guarantees to City that he has legal po	wer to bind Owner to this Agreement.
Owner: Julie Hessel Jul	Halans:
STATE OF ARIZONA ) ss.	
County of Maricopa )	
Subscribed, sworn	to and acknowledged before me
by CHESTINE L. DARING	on this day of Mark , 20//
M	Mathy Belly
My commission expires:	Notary Public
13 My of Ary 2021	
	OFFICIAL SEAL CHRISTINE L DARLING Notary Public - State of Arteona MARICORA COUNTY My Comm. Expires July 13, 2021

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359305 05/16/2019 12:52
ELECTRONIC RECORDING

33363-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Adams & Gruntlera ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-034-8 located at 7309 E Cactos was Rd Scottsdate 42 85250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

<ol> <li>The person who signs this Agreement on behalf of Owner personally warrants an guarantees to City that he has legal power to bind Owner to this Agreement.</li> </ol>	d
Owner: Audren Prontless:	
STATE OF ARIZONA )	
) ss. County of Maricopa )	
Subscribed, sworn to and acknowledged before moy Audrey R Gruntler on this 15 day of February , 2019.	е
My commission expires:  Notary Public  Notary Public	

JOAQUIM NALLY NOTARY PUBLIC

STATE OF INDIANA MY COMMISSION EXPIRES SEPT. 22, 2024

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359310 05/16/2019 12:53
ELECTRONIC RECORDING

33364-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Margaret Wheeler a 6811 No 73 55. ("Owner").

### **RECITALS**

	A., Swner is the fee title owner of pro	operty, Parcel No(s). <u>17419835l</u> ocated (the "Property").
at .	6811 N. 73 105 57	(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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

STATE OF ARIZONA

SS.

County of Maricopa

Subscribed,

sworn

and

acknowledged

before

me

by Margaret Wheel

on this 19 day of Lebruary

My commission expires:

Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190359318 05/16/2019 12:54 ELECTRONIC RECORDING

33366-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 SHIRLEY J. HILL a 6827 N. 73 ST ("Owner").

### **RECITALS**

	Α.	Owner	is the	fee tiţle	owner (	of property,	Parcel No(s).	114-	19	-039_	lo	ocated
at_	6:	<u>827</u>	<u> </u>	1374	3 <u>+.                                    </u>					(the "Prop		).

- 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Shirly J. Hill Its:

STATE OF ARIZONA

) ss.

County of Maricopa

Subscribed, sworn to and acknowledged before me by Shirley J. Hill on this 12 day of february, 2019

Land Maricopa

Described to the property of the pro

My commission expires:

Doc 20 2019

Kari Gause
Notary Public - Arizona
Maricopa County
My Commission Expires
December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359323 05/16/2019 12:55
ELECTRONIC RECORDING

33367-3-1-1-morenoa

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

## 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 Thomas Keilty a currer ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-040 located at 6831 N-73 rd St., Schtsdale, AZ \$55250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 sights this Agreement on beha	· · · · · · · · · · · · · · · · · · ·
guarantees to City that he has legal power to bind Owner	to this Agreement.
Owner: home les be	
STATE OF ARIZONA )	
) ss.	
County of Maricopa )	
Subscribed sweet to and	pokanuladand bafara ma
Subscribed, sworn to and by 100mas Kul+1 on this 6 day	acknowledged before me
by // Omas Ku/H/ on this U day	of 1/10e/ , 2019
$(\mathcal{Y}')$	
My commission expires: Notary	Public
1/1/02	yanaanaan
11/01/00	LELIANA JUAREZ  Notary Public - Arizona
•	Maricopa County Commission # 553262
	My Comm. Expires Nov 1, 2022

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190359483 05/16/2019 01:10 ELECTRONIC RECORDING

33370-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 LEREL Brown a \_\_\_\_\_\_\_("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174 19 044 located at 1245 EAST JOSHUA TREE LANE (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

### The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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:	1 Brow	20-	Tts:	
STATE OF ARIZONA	)			
County of Maricopa	) SS. )			
Subscribed, by <u>[#][] [] [] (</u>	sworn DALLING	to on this	and acknowledged	before me
My commission expires	E/		Notary Public OFFICIAL SE	Mely Marie M

CHRISTINE L DARLING Notery Public - State of Artzona MARICOPA COUNTY My Comm. Expires July 13, 2021

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359495 05/16/2019 01:11
ELECTRONIC RECORDING

33371-3-1-1--Garciac

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 NATION ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174 19 04 6 located at 6928 No 7350 ST (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.l) 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

<ol> <li>The person who siguarantees to City that he had</li> </ol>				illy warrants and
Owner. Natule	é Kitz	Its: Inc	phe	
STATE OF ARIZONA	)			
County of Maricopa	) ss. )			
	sworn to	and a day of	cknowledged	before me , 20//2
My commission expires:	<i>a</i> o	Notary Pu	defic /	
,		/ (Table 1975)	OFFICIAL SEAL CHRISTINE L DARLIN Notary Public - State of Arteor	<b>-</b>

My Comm. Expires July 13, 2021

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359496 05/16/2019 01:11
ELECTRONIC RECORDING

33373-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Leile Tehran ("Owner").

#### RECITALS

- A. Owner is the fee title owner of property, Parcel No(s). 174-19 049 located at 6816 A 73 rd Stylet Scottscale A7 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 A guarantees to City that he has legal por	agreement on behalf of Owner personally warrants and wer to bind Owner to this Agreement.
Owner: Milk-Th	Its:
STATE OF ARIZONA )	
County of Maricopa ) ss.	
Subscribed, sworn by All TWE C SHILLING	to and acknowledged before me on this 2 day of 11804, 20/9
My commission expires:	Notary Public
	OFFICIAL SEAL CHRISTINE L DARLING Notary Public - State of Arizona MARKONA COLLEGE

My Comm. Expires July 13, 2021

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190359507 05/16/2019 01:12 ELECTRONIC RECORDING

33374-3-1-1--Garciac

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 Dean & Mancy Mours (181211-13-d St. ("Owner").

#### **RECITALS**

	Α.	Owne	r is the	fee title	owner	of property,	Parcel No	(s)				_located
at _		617_	N.	7300	15+				(	(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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

guarantees to City that he has legal power to bind Owner to this Agreement. STATE OF ARIZONA

4. The person who signs this Agreement on behalf of Owner personally warrants and

SS. County of Maricopa

Subscribed, sworn to and acknowledged before\_\_\_ me on this 19 day of Schwar

Notary Public

My commission expires:

Kari Gause Notary Public - Arizona **Maricopa County** My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359506 05/16/2019 01:12
ELECTRONIC RECORDING

33375-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 MAREO SWANSON POPONICH TRUSTE OF MARGO S POPONICH ("Owner").

INDIVIDUAL PROPERTY TRUST.

#### **RECITALS**

	A. Owr	ner is the	fee title	owner	of propert	y, Parcel No(s)	174-19	_ <i>05 </i> _ _(the "Property	_located
at		68/3	N-	722	PLACE	SCUTTSDALL	EAZ	(the "Property	<i>(</i> ").
	-				T	<u> </u>	2505C	- `	

- 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

### 20190359506

Owner TRUSSE OF MARKS & POSTATE OF ARIZONA	this Agreement on behalf of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner pergal power to bind Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner pergal power to bind Owner to this Agreement of Owner to the Owner	nt.
Subscribed, swor	9	before me
by Margo S Asportice	on this <u>\Q</u> day of <del>\Eb\uary</del>	, 20 <u>14</u> .
My commission expires:	Notary Public	
4-17-20		3 3
		Y O O
		To the state of th

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359508 05/16/2019 01:12
ELECTRONIC RECORDING

33376-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-052 located at 6817 N. 72nd Place, Scottsdele, A2 8525 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Charlot Scharfits:

STATE OF ARIZONA

, ) ss.

County of Maricopa

)

, Subscribed,

sworn

to and

acknowledged

before

me

by Joson Harrison

on this 2nd day of \_

, 2

1

My commission expires:

11-6-2021

JASON C HARRISON
Notary Public – Arizona
Maricopa County
My Comm. Expires Nov 6, 2021

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190359512 05/16/2019 01:12 ELECTRONIC RECORDING

33377-3-1-1--Garciac

WHEN RECORDED RETURN TO: CITY OF SCOTTSDALE ONE STOP SHOP/RECORDS (McClay) City of Scottsdale Case No.9-ZN-2018

7447 East Indian School Road, Suite 100 Scottsdale, AZ 85251

# 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 Aich and Wilson a Property ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 179-19 053 located at 6911072 Pface, Sufferde 428 5350 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Add Menuan

Its: Two Tice | Owner

STATE OF ARIZONA
) ss.

County of Maricopa

Subscribed, sworn to and acknowledged before me by Richard Vernon on this 19 day of February, 2019

My commission expires:

Notary Public

DOC 20 2019

 $CT^{-}$ 

Kari Gause
Notary Public - Arizona
Maricopa County
My Commission Expires
December 20, 2019

1

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359516 05/16/2019 01:13
ELECTRONIC RECORDING

33378-3-1-1--Garciac

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 huceth Calanito a \_("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-055 located at 6829 No. 72nd Place, Scottsdde, A285250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 guarantees to City that he	signs this A	Agreeme wer to bi	nt on beh	alf of Owner to this Agre	er person eement	ally warrants and
OWATER DU CUTO	moton	· A	lts:			
STATE OF ARIZONA	)				-	
County of Maricopa	) ss. )					
Subscribed, by lucette Calamito	swom	to _ on this	and 2 <sup>nd</sup> day	acknowled	dged	before me , 20 <b>_19</b> .
My commission expires:			Notary	Public P	hf	
10/11/2022						la.
				Milite	CHEZ, N	0747
				NARTA		PUBL
					E 10:	
				7/1	COPA CO	inini.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190364713 05/17/2019 03:26
ELECTRONIC RECORDING

33365-3-1-1-andricf

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 DAVID R. DOVE AND TANET B. DOVE ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19 236- located at 6815 V 1314 ST, Sectisbale, AZ 85250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

#### The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Work WIRE Its: DOVE FAMILY TRUST
STATE OF ARIZONIA )
u ) ss.
County of Maricopa )
Subscribed, sworn to and acknowledged before me by David + Janet Dove on this 19 day of February, 2019
My commission expires: Notáry Public
Dec 20 70/9
Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190363605 05/17/2019 01:01
ELECTRONIC RECORDING

33360-3-1-1-sarabiam

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 Jude Smith a \_\_\_\_\_\_("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-031- located at 7251 EAST CACTUS WEEN RD (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

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: STATE OF ARIZONA SS. County of Maricopa Subscribed, sworn and acknowledged before me on this 17 day of My commission expires: **Notary Public** Kari Gause Notary Public - Arizona Maricopa County My Commission Expires

December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190363615 05/17/2019 01:03
ELECTRONIC RECORDING

33368-3-1-1-sarabiam

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 Contact Callison at 10 to 10 to

A. Owner is the fee title owner of property, Parcel No(s). 174-19-041- located at 68.35 N. 73 N Street Scotts. At 85250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Cynthia Schoon Its: Cynthia Schoon

STATE OF ARIZONA

Subscribed, sworn to and acknowledged before me by Cynthia & Gibson on this 19 day of February, 20 19

My commission expires:

Dec 20 2019

Kari Gause
Notary Public - Arizona
Maricopa County
My Commission Expires
December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190363616 05/17/2019 01:03
ELECTRONIC RECORDING

33372-3-1-1-castilloe

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Effice Chanabash owner ("Owner").

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-048- located at 6820 N. 73 " St., Scottschile AZ 8520 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 Anzona 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 guarantees to City that he	•	_		alf of Owner perso to this Agreement	•	ts and
Owner: Ellie 11_	Chanjo	Marti	lts:			
STATE OF ARIZONA	)					
County of Maricopa	) ss. )					
Subscribed, by <u>Cfff///WE</u> L <u>V</u>	sworn		and day	acknowledged of MMH	before, 20	me
My commission expires:	/		Notary	Public Public	pelis	0
ingri a maj ang				OFFICIAL SEA CHRISTINE L DA Notary Public - State of MARICOPA COLL	ARLING Arizona	

My Comm. Expires July 13, 2021

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190364395 05/17/2019 02:25
ELECTRONIC RECORDING

33369-3-1-1-henrya

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

# 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 WEINBERGER and ARIZONA TRUST ("Owner").

LIVING TRUST

### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s) 174 19 -043 located at 7249 E. JOSHUA TREE LANE (the "Property").

  SCOTTSDALE, AZ 85250
- 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

#### 2. The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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 9-ZN-2018. 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 9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 a quarantees to City that he has legal power to bind Owner to this Agreement.	na
guarantees to city that he has legal power to bind owner to time Agreement.	
Owner TRUSTEE	
STATE OF ARIZONA ) ss.	
County of Maricopa )	
	ne
by CHOUTINE L. DARLING on this 30 day of Malif	
The furth hely	
My commission expires: Notary Public	
15 MI DE THIN 2021	
OFFICIAL SEAL CHRISTINE L DARLING	
Notary Public - State of Artzona  MARICOPA COUNTY	
May Comm. Expires July 13, 2021	

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358968 05/16/2019 12:29
ELECTRONIC RECORDING

33348-3-1-1-tomutac

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Sands North a Owner ("Owner").

Home Owners Association

RECITALS

## A. Owner is the fee title owner of property, Parcel No(s). 174-19-060 A located at 7233 E. Joshua Tree Lane, Scottsdale, A2 (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. § 12-1134.1) 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

guarantees to City that he has legal power to bind Owner to this Agreement. STATE OF ARIZONA

The person who signs this Agreement on behalf of Owner personally warrants and

County of Maricopa

Subscribed, sworn

SS.

and

acknowledged

before

me

on this 9 tag of MA

201

My commission expires:

**LORRAINE CASTRO** Interny Public - State of Artzona MARICOPA COUNTY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358984 05/16/2019 12:31
ELECTRONIC RECORDING

33354-3-1-1--Wadel

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Far East ("Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-019-located at 6826 N. 72nd Place Scottsdale A7 \$5250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Farzal Khamo	ash Its:
STATE OF ARIZONA ) ss.	
County of Maricopa )	
Subscribed, sworn by Farzad KhampaShi	to and acknowledged before me on this 19 day of February 2019
My commission expires:	Notary Public

Kari Gause
Notary Public - Arizona
Maricopa County
My Commission Expires
. December 20, 2019

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190358990 05/16/2019 12:31 ELECTRONIC RECORDING

33349-3-1-1--Yorkm

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 CHRISTINE Soder pist a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174 19 -007- located at 7302 E Joshug Tree by Scale, A2 85250 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: CHRISTIA	re Sode	<u>- ΕΦΟ) δί lts:</u> _		<u> </u>		
Christine	1. Sidera	Late		_		
STATE OF ARIZONA	) t	1				
County of Maricopa	) ss. )					
Subscribed, by <u>Christine Soders</u>	sworn	to and	acknow day of <i>Feb</i>	rledged	before m	ne
by Girls fra Sour	<u> </u>	011 ttills <u>14 (</u>	_day or <u>+exo</u> /	roans	, 20 <u>/</u> []	
My commission expires:		N/O	itary Public	ZJ	<u> </u>	
Dar 20 2019		1	•			

Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358993 05/16/2019 12:31
ELECTRONIC RECORDING

33355-3-1-1-yorkj

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY

	THIS AGREEMENT FOR THE							
	PROPERTY (the "Agreement")	is made	in favor	of the	City of	Scottsdale	("City")	by
	PROPERTY (the "Agreement")			("	'Owner")		, ,	•
	11 curs		-		•			
4		<u>R</u>	<b>ECITALS</b>					
					سق			

- 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

#### The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 be guarantees to City that he has legal power to bind Own.	
Owner Janu hill ama Its:	•
STATE OF ARIZONA ) ss.	
County of Maricopa )	
Subscribed, sworn to and by Jeanne Mary Williams on this 2ndda	acknowledged before me ay of <u>Marc N</u> , 2019.
My commission expires: Notar	ry Public



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358979 05/16/2019 12:30
ELECTRONIC RECORDING

33350-3-1-1--Sotor

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE ONE STOP SHOP/RECORDS (McClay) 7447 East Indian School Road, Suite 100 Scottsdale, AZ 85251 City of Scottsdale Case No.9-ZN-2018

### 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 Sandra L. Force an owner ("Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-008- located at 7256 & Joshua Tree Lane, Sottolale AZ (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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Sandra & Price Its:
STATE OF ARIZONA )
) ss. County of Maricopa )
Subscribed, sworn to and acknowledged before me by Sandra L. Price on this 19 day of February, 2019.
My commission expires:  Notary Public
Dec 20+4 2019
Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359000 05/16/2019 12:31
ELECTRONIC RECORDING

33356-3-1-1-tomutac

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 CAVOLING BISSEL a 7231 E CALLY WOWNER").

#### RECITALS

	A. Owner is the fee title owner of property, Parcel No(s)	 			located
at _	BIE Cactus Wien	(the	e "Pro	operty	").

- 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

#### The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

	Agreement on behalf of Owner personally warrants and power to bind Owner to this Agreement.
Owner Caroline 17 Bu	sell its:
STATE OF ARIZONA )	
County of Maricopa ) ss.	·
Subscribed, sworn by Caroline Bissell	to and acknowledged before me on this 19 day of February , 2019
My commission expires:	Notary Public
Dec 20,2019	Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190363505 05/17/2019 12:41
ELECTRONIC RECORDING

33387-3-1-1--Hoyp

WHEN RECORDED RETURN TO: CITY OF SCOTTSDALE ONE STOP SHOP/RECORDS (McClay) 7447 East Indian School Road, Suite 100 Scottsdale, AZ 85251 City of Scottsdale Case No.9-ZN-2018

### 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 Sylvia Little a ("Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19 -010 | located at 7242 E. Joshua Tree Ligae (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

14447706v1 Long Waiver Form Revised April 2016

Page 2 of 3

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.

STATE OF ARIZONA

) ss.

County of Maricopa

sworn

and acknowledged

on this 19 day of

before

me

My commission expires:

Subscribed,

**Notary Public** 

Dec. 20 2019

0

Kari Gause
Notary Public - Arizona
Markcopa County
My Commission Expires
December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358981 05/16/2019 12:30
ELECTRONIC RECORDING

33351-3-1-1--Hoyp

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 JVICL Little a 1231 E Joshua 1/2 ("Owner").

#### RECITALS -

	A.	Owner i	s the fee	e title owner	of property,	Parcel No(s). 174-19-612 loc	ated
at _	_7	<u> 234</u>	E	Joshua	Tree	(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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - 2. The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

STATE OF ARIZONA

, ) SS.

County of Maricopa

sworn

o and

acknowledged

before

\_me

DY SYIVIA LI-HUE

Subscribed,

on this 19 day of

1

Notary Public

My commission expires:

Dec 20 2014

Kari Gause
Notary Public - Arizona
Maricopa County
My Commission Expires
December 20, 2019

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190359017 05/16/2019 12:32 ELECTRONIC RECORDING

33357-3-1-1-morenoa

City of Scottsdale Case No.9-ZN-2018

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS

ONE STOP SHOP/RECORDS (McClay) 7447 East Indian School Road, Suite

7447 East Indian School Road, Suite 100 Scottsdale, AZ 85251

### 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 Denald Melson a Course ("Owner").

Vini Nicison RECITALS

- A. Owner is the fee title owner of property, Parcel No(s). 174 19 -027 located at 7235 E Cachus Wan Rd. Scottsdale AZ 85850 (the "Property"). Lot # 23
- 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

#### The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

	on behall of Owner personally warrants and
guarantees to City that he has legal power to bine	d Owner to this Agreement.
Owner: Donath Mal	ts:
STATE OF ARIZONA ) ss.	·
County of Maricopa )	
, T	and acknowledged before me  19 day of 10 00 19  Notary Public
	Kari Gause Notary Public - Arizona Maricopa County My Commission Expires December 20, 2019

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358982 05/16/2019 12:30
ELECTRONIC RECORDING

33352-3-1-1--Wadel

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Virginia C. Stochlea owner ("Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-013 located at 7230 E. Joshua Tree Lane, Scottschool, AZ (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

#### 2. The undersigned Owner agrees as follows:

- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

X Owner: Vaginia Stock by

STATE OF ARIZONA
) ss.

County of Maricopa

Subscribed, sworn to and acknowledged before by VIYGINIA (UTVIH) STRUMAN this D2 day of MAY 2d9.

My commission expires:

Notary Public

Notary Public

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190359704 05/16/2019 01:29
ELECTRONIC RECORDING

33358-3-1-1-yorkj

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(McClay)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Frence Court a Mann Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 174-19-028 located at 72396 Contus War Scotts Lie A2 (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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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.

<ol> <li>The person who signs this Agree guarantees to City that he has legal power t</li> </ol>	ment on behalf of Owner personally warrants and o bind Owner to this Agreement.
Owner: 7 ( ) ( )	its:
STATE OF ARIZONA	
County of Maricopa ) ss.	•
Subscribed, sworn to by <u>Ufficient L'ORCINE</u> on	and acknowledged before me this day of me
My commission expires: (	Notary Public
	OFFICIAL SEAL CHRISTINE L DARLING Notisty Public - State of Artzona MARICOPA COUNTY My Corren. Expires July 13, 2021

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190358987 05/16/2019 12:31
ELECTRONIC RECORDING

33353-3-1-1-yorkj

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Factorial Minuscott, and the City of Scottsdale ("City") by

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s) 174-19-018- located at 6830 N. 72nd Pl., Scottsdal, 4285270 (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.l) 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:

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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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: Farzack Khamooshi	lts:
STATE OF ARIZONA ) ) ss.	•
County of Maricopa )	
Subscribed, sworn to by Farzad Khamooshi on this	and acknowledged before me 19 day of February, 20 19
My commission expires:	Notary Public
Dec 20+ 2019	

Kari Gause
Notary Public - Arizona
Maricopa County
My Commission Expires
December 20, 2019

14447706v1 Long Waiver Form Revised April 2016

## OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER ADRIAN FONTES 20190359497 05/16/2019 01:11 ELECTRONIC RECORDING

33359-3-1-1--Garciac

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
( McClay )
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

City of Scottsdale Case No.9-ZN-2018

### 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 Sunny Gillian a Gillian ("Owner").

#### **RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 14 19 024 located at 7239 F Caths With Sulfshall AL 96550 (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:

Owner acknowledges that:

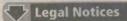
14447706v1 Long Waiver Form Revised April 2016

- 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 land use laws to the Property will not reduce the fair market value of the Property.
- d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.
  - The undersigned Owner agrees as follows:
- a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2018 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.9-ZN-2018 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.9-ZN-2018. 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.9-ZN-2018.
- 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.9-ZN-2018.
- 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. 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 guarantees to City the			on behalf of Owne Owner to this Agre		ants and
Owner: SVAN	y Cester M	arin It	s:		· ——
STATE OF ARIZONA	) ) ss.				
County of Maricopa	)				
Subscribed by <u>CHAMMA</u> L.	•		acknowled day of Mala	dged before	me 20 <u>//</u> .
My commission expi	res:		Notary Public	Thely	
PLANT IF SULLY A	all g		CHRISTIF Notary Publi	CIAL SEAL NE L DARLING C - State of Arizons DPA COUNTY	

May Comm. Expires July 13, 2021







#### Legal Notices



NOTICE IS HEREBY GIVEN that the Historic Preservation Commission HEARING
NOTICE IS HEREBY GIVEN that the Historic Preservation Commission of the City of Scottsdale, Arizona, will hold a public hearing on August 01, 2019, at 6:00 P.M in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the

Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

9-ZN-2018

(Sands North Townhouses Historic District), Request by owner for a Zoning District Map Amendment from Resort/Townhouse Residential (R-4R) to Resort/Townhouse Residential (R-4R) to Resort/Townhouse Residential Historic Property (R-4R HP) zoning on the Sands North Townhouse subdivision plat (MCR 137-46) a +/- 10 -acre site located on the east side of N. Scottsdale Road aproximately 660 feet south of the intersection of E. Indian Bend Road and N. Scottsdale Road (excluding APNs 174-19-011, 174-19-009, 174-19-006, 174-19-005, 174-19-042, 174-19-042, 174-19-030, 174-19-021, 174-19-015, 174-19-042, 174-19-031, 174-19-031, 174-19-042, 174-19-043, 174-19-045, 174-19-047). Staff contact person is Dioris McClay, 480-312-4214. Applicant contact person is Sandra Price, 480-262-3039.

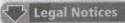
A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING Online at: http://www.ScottsdaleAz.gov/Boards/planning-commission ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE, ARIZONA, CHAIRMAN Attest

MELISSA BERRY

MELISSA BEHRY
Planning Assistant
For additional information visit our web site at www.scottsdaleaz.gov
PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING
THE CLERK'S OFFICE AT (480-312-7767). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE,
OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE
ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT THE CLERK'S OFFICE AT (480-312-7767).





#### Legal Notices



NOTICE OF HISTORIC PRESERVATION COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Historic Preservation Commission of the City of Scottsdale, Arizona, will hold a public hearing on August 01, 2019, at 6:00 P.M in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the

Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

9-ZN-2018

(Sands North Townhouses Historic District) Request by owner for a Zoning District Map Amendment from Resort/Townhouse Residential (R-4R) to Resort/Townhouse Residential Historic Property (R-4R HP) zoning on the Sands North Townhouse subdivision plat (MCR 137-46) a+7-10-acre site located on the east side of N. Scottsdale Road approximately 660 feet south of the intersection of E. Indian Bend Road and N. Scottsdale Road (excluding APNs 174-19-011, 174-19-009, 174-19-005, 174-19-024, 174-19-038, 174-19-037, 174-19-030, 174-19-029, 174-19-025, 174-19-024, 174-19-022, 174-19-027, 174-19-020, 174-19-027, 174-19-016, 174-19-015, 174-19-014, 174-19-014, 174-19-047). Staff contact person is Doris McClay, 480-312-4214. Applicant contact person is Sandra Price, 480-262-3039.

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### Affidavit of Authorization to Act for Property Owner



1.	This affidavit concerns the following parcel of land:
V	a. Street Address: Sands Morth, 7233 & Joshua Tree, Settedale, b. County Tax Assessor's Parcel Number: Multiple c. General Location: Seottsdale Rd & Indian Bend d. Parcel Size: Multiple, 51 units - APPROX. [O ACRES  e. Legal Description: SANDS NORTH TOWN HUSES, BOOK 137 OF MAPS PRAE 46 M.C.R. (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.
3.	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.
0 1	Sandra L. Price  Date  3/7/8, 20/8  Signature  Signature  President Sands North Hor  , 20  , 20
-	, 20

**Planning and Development Services** 

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov

# 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:

7233	七.	JUSITU	AT	THE	LN.	SCOT	TSDAL	Ē,	AZ	
(address where	developr	nent approval,	building	permits,	or city re	quired imp	rovements a	nd de	dications are	
being required)										

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.

Signature of Property Owner Date

9-ZN-2018 06/13/18



Date	Name (printed)	Address	Signature
5/15/18	PAROLINE V. BISSELL		Caroline V. Bissell
	Jude Frith	7251 F. Caches When I'd	Jole Surte
	Margaret Wheeler	6811 N.73 rd St.	margaret Wheeler
5.15.18	LUCETTE CALAMITO	6829 N. 72 PLACE	Macette Galdwit
5.15.18	Virginia C. Strachow JEHNNE WILLIAMS	7230 E. Joshua True Lane	Virginia (Strachan)
5/15/18	Slanne WILLIAMS	6810 M. 72 ml Pl.	Slanne Williams
5/15/18	Cheri Schaf	6817 N. 72 mg/	Di Clif
5/15/18	VINI E NIELSON	7235 E Cactus Wren	n. c. n.
5/15/18	W. PAUL HILL	6847 N 738+	W. Paul stiel
5/23/18	Sandra Price	7250 E. Joshua Tree Ln.	Sandia Price
1 / 1 / 1	Linda Abed	7246 E. Joshua Tree Ln.	( ) noved



(2)

Sands North Townhomes Home Owners Petition for HP Historic Property Overlay Zoning District

We, the undersigned, are supportive of the efforts of the residents of Sands North Townhomes Homeowner Association and the City of Scottsdale Historic Preservation Office to designate the Sands North Townhomes as Historic Property and place it on the Scottsdale Historic Register. We have received information on the advantages and the results of being designated a historic district. We are aware that designation occurs through the establishment of an HP Historic Property overlay zoning district on our properties. Further we understand that requesting HP overlay zoning will require us to conform with the City's policies related to Proposition 207.

Date	Name (printed)	Address	Signature
7/23/18	Stephanie Armstrong	6850 N. 7200 Place SICTEDALE, AL 85750	SAD
7-9-18	Sylvia Little	7234 E. Joshua Jae	Lane det

#834

Date	Name (printed)	Address	Signature
7-14-18		7242 E. Joshua Tree	Deplina F. Little

Date	Name (printed)	Address	Signature
7/1/18	Ken MANN	6822 N. 72 PL . S'Joh8520	Jeffer .
7/7/18	Charon Schart	6817M72Pl.	Charm Schar
7/7/18	Dong NASHIF	6825 N 72ND	DMast 1
•			
	Date 7/2/18 1/7/18	7/2/18 for MANN	7/7/18 Ked MANN 6822 N. 72 Pl. S'DOLOSSACE 7/7/18 Charon Scharf 68/77/72Pl.

Γ	Deta	Name (printed)	Address	Signature
37	Date	n. D. 51.	6835 N73 Nd Stroot	CenthisEGibson
3	5/23/18	Christine H. Soderquist.	7302 E. Joshualree Lane	Parietine 4. Sodergunt.
45	6122/19		6816 N 73rd Steet	MX
44	5/23/18	Leila K. Tehrani Effic Chaniabadi	6820 N 73rd Street	Affie H. Chaniahadi
	)(=)(10			

Date	Name (printed)	Address	Signature
07-15-20	Farzad Khamooshipour	6830 N 72ND Place SCOTTSdale, AZ 85250	Forzal Khamooshi'
07-15,201	Farzad Khamooshipova	6826 N 72ND Place	Forzard Khamooshi

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ty of toric that 1 that

Date	Name (printed)	Address	Signature
7-11-18	SHERRIL Brown	7245 E. JOSHUATTEE LA	TheoalBrur

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Lot

Name (printed) Date Address Signature

Date	Name (printed)	Address	Signature
7/9/18	BRETT BUTTER	6846 N. 721 PLACE	But But
		A secretary to the second	

Date	Name (pri ted)	Address	Signature
307-9-18	The second secon	7309 East Carters Wren Rd	Grantler growther

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Lot

Date Name (printed) Address Signature SCOTTSDALE AZ 85250

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Lot

Date	Name (printed)	Address	Signature
1/0/18	NATALIE KATZ	6828 N. 73kb St	Signature Notice Krtz
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201				
	Date	Name (printed)	Address	Signature
28/	7/10/18	PATRICIA A. Beamer Richard S. Beamer	7301 E. CACTUS WREN Rd. SCOTTSDOLE AZ. 85250 7301 E Cactus Wren Rd. Scottsdale, AC 85250	Patricia a Beaner
			Scottsdale, AC 85250	
	:			
	. ===			

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Let

Date	Name (printe	ed)	Address	Signature
17/10/18	JANET B.	DOVE	6915 N. 73 At, Scotholale	0 0
7/10/18	DAVID R.	DOVE	6815 N. 73 St., Scotholale	paved R. Dron
^ -				
				v.s.
		1.		

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Lot

Signature Address Name (printed) Date Richard WiVernon 6821 N72 PLACE

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Date	Name (printed)	Address	Signature
	George F Noverli	7238 E. Joshua Tree LANE Scottschale, AZ 85250	Goy P Pall

+	Date	Name (printed)	Address	Signature
, .	7/9/18	Daniel Feldman	7247 E. Cectus Wren Rd. Scottsdale, AZ 85250	Daniel Feld
	,			
_				
-				

Date	Name (printed)	Address	Signature
	NANCY MOWRY	6812N, 73rd St	Marcy Mowney
	A STATE OF THE STA		

Date	Name (printed)	Address	Signature
July 20 0	Franco Castro-Marin	7239 E Cactus Wren Rd	(III
Ty 20 2018	Franco Castro-Marin	7239 E Cacho Win Rd	79/

Date	Name (printed)	Address	Signature /
7/32/2018	RENÉE KUWAKARA	7305 E Cactus Wren Rd	Reice J- Sundars
V			

Date	Name (printed)	Address	Signature
7.20.18	Thomas Keitty	6831 N. 73rd St Scottsdok, AZ 85250	(mh