

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

EXHIBIT A

Legal Description

Lot 21 (sometimes described as the East of the Northeast quarter of the Southeast quarter of the Northwest quarter) of Section 6, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT all coal, oil, gas and other mineral deposits and together with all uranium, thorium or any other materials which is or may be determined by law of the United States or of this State, or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value and the exclusive right thereto, on, in or under the above described lands, shall be and remain and are hereby reserved in and retained in Patent recorded June 30, 1954 in Docket 1382, page 441, records of Maricopa County, Arizona.



Affidavit of Posting

Required: Signed, Notarized originals.
Recommended: E-mail copy to your project coordinator.

Project Under Consideration Sign (White) Public Hearing Notice Sign (Red)

Case Number: 6-GP-2014 & 14-ZN-2014 +

Project Name: Bahia Work Live Play Project

Location: 16576 North 92nd Street, Scottsdale +

Site Posting Date: 10/22/2014

Applicant Name: Irene Clary

Sign Company Name: Scottsdale Sign A Rama

Phone Number: 480-994-4000

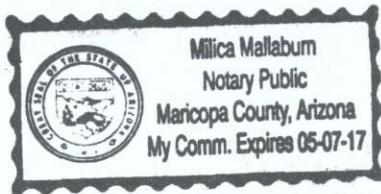
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Stephanie Fisher
Applicant Signature

10-22-14
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 22nd day of October 2014



Milica Mallabum
Notary Public

My commission expires: 05-07-2017

City of Scottsdale -- Current Planning Division

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

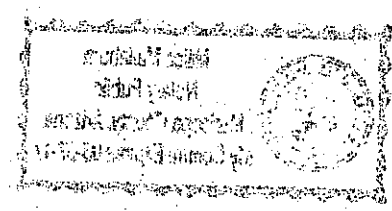
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Miss A. J. ...
... ..

Miss A. J. ...
... ..

1892

back





CITY OF SCOTTSDALE
PUBLIC NOTICE

ZONING/PUBLIC HEARINGS

Copper Ridge School - Cafeteria, 10101 E. Thompson Peak Parkway

[www.ScottsdaleAZ.gov/projects/Projects in Process](http://www.ScottsdaleAZ.gov/projects/Projects%20in%20Process)

PLANNING COMMISSION: 5:00 P.M., 11/12/2014
CITY COUNCIL: 5:00 P.M., TBD

REQUEST: by owner for a non-major General Plan amendment to change the City of Scottsdale 2001 General Plan land use designation from Employment to Mixed-Use Neighborhoods, and a non-major General Plan amendment to change the Greater Airpark Character Area Plan Future Land Use Map from Employment (EMP) to Airpark Mixed Use-Residential (AMU-R) and for a Zoning District Map Amendment to amend the development standards for case 33-ZN-2000 (Horseman's Park), and amend the Planned Community (PC) District zoning from the comparable Industrial Park (I-1 PCD) District to Planned Airpark Core Development, Airpark Mixed Use-Residential (PCP AMU-R PCD) Including a Development Plan, increasing the allowed Floor Area Ratio (FAR) for commercial parcels in the Horseman's Park PCD (Specific to this site) from 0.3 to 1.2, and the allowed building height from 42 feet including mechanical screening, to 65 feet inclusive of rooftop appurtenances for a 4.3 +/- gross acre.

LOCATION: 16576 N. 92nd Street

Case Number: 6-GP-2014 & 14-ZN-2014

Applicants Contact: Irene Clary Phone number: 480-473-3700

Case File Available at City of Scottsdale: 480-10/22/2014 13:48

- Penalty for removing or defacing sign prior to date of last hearing
Posting Date: 10/22/2014 - Applicant Responsible for Sign Removal



Affidavit of Posting

Required: Signed, Notarized originals.
Recommended: E-mail copy to your project coordinator.

Project Under Consideration Sign (White)

Public Hearing Notice Sign (Red)

Case Number: 618-PA-2014

Project Name: Live/Work Lofts

Location: SWC 92nd Street And Bahia Drive, Scottsdale AZ

Site Posting Date: 8/4/2014

Applicant Name: Catclar Investments, LLC

Sign Company Name: Scottsdale Sign A Rama

Phone Number: 480-994-4000

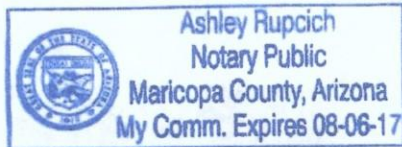
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Stephanie Fishers
Applicant Signature

8-4-2014
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 4th day of August 2014



Ashley Ruppich
Notary Public

My commission expires: 8-6-17

City of Scottsdale -- Current Planning Division

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

Early Notification of Project Under Consideration

Neighborhood Open House Meeting

Date: Thursday August 14, 2014
Time: 6:00 – 7:00 PM
Location: Frogs Physical Therapy, 16621 N. 91st St. #101, Scottsdale, AZ 85260

Site Address: SWC of 92nd St. & Bahia Dr., Scottsdale, AZ

Project Overview:

- Description of Request: GPA From Employment to Airpark Mixed-Use Residential and Rezoning from I-1 PCD to PCP-PCD
- Description of Project & Proposed Use: Live/Work Lofts & Restaurant Pad
- Site Acreage: 4.3 +/-
- Site Zoning: I-1 PCD

Applicants Contact: Catclar Investments
Phone number: 480-473-3700
Email: icatsibrisclary@catclar.com

City Contacts: Greg Bloemberg
Phone number: 480-312-4306
Email: gbloemberg@scottsdaleaz.gov

Case Number #: 618-PA-2014

Available at The City of Scottsdale: 480-312-7000

After submittal, project information is available at: www.scottsdaleaz.gov/projects/ProjectsInProcess

Posting Date: 08/04/2014 -Penalty for removing or defacing sign prior to date of last hearing
-Applicant Responsible for Sign Removal

EXHIBIT A

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14-ZN-2014
8/28/2014

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

American Title Service Agency, LLC
as agent for First American Title Insurance Company

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Agreement To Issue Policyon the following page

Commitment Date.....Schedule A (Page 1)

Policies To Be Issued, Amounts and Proposed InsuredSchedule A (Page 1)

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Description of the Landon the following page

Exceptions – Part One.....Schedule B (Inside)

Exceptions – Part TwoSchedule B (Inside)

Requirements (Standard)on the third page

Requirements (Continued)Requirements (Inside)

Conditions.....on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B – EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (For use with 2006 ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

REQUIREMENTS

(Standard)

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

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

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

Comply with the Requirements

Or

Eliminate with our written consent any exceptions shown in Schedule B

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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

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

First American Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Order Number: **00057012-051-TAS**

1. Commitment Date: **August 27, 2014 at 8:00 A.M., Amendment Date: September 2, 2014, Amendment No. 2**

2. Policy or Policies to be issued: Amount
 - a. **ALTA 2006 Standard Owner's Policy** **\$4,120,996.00**
Proposed Insured:
CATCLAR INVESTMENTS, LLC, an Arizona limited liability company

 - b. **None** **\$0.00**
Proposed Insured:

 - c. **None** **\$0.00**
Proposed Insured:

3. a. The estate or interest in the land described in this Commitment is:
FEE, as to Parcel No. 1 and EASEMENT, as to Parcel No. 2
b. Title to the said estate or interest at the date hereof is vested in:
SPENSA ARIZONA VI, LLC, a Minnesota limited liability company

4. The land referred to in this Commitment is situated in the City of Scottsdale, County of Maricopa, State of Arizona, and is described as follows:
See Exhibit A attached hereto and made a part hereof.

**Note: Please direct all inquiries and correspondence to
Terry-Ann Shepstead
(602) 424-7300**

**AMERICAN TITLE SERVICE AGENCY, LLC.,
issuing agent for First American Title Insurance Company
By: Cameron Guyer
Serviced by: Cameron Guyer**

**SCHEDULE B – Part One
REQUIREMENTS**

For the current tax information please, prior to recording, contact:	Maricopa County Treasurer 301 W. Jefferson Phoenix, AZ 85003	Phone No.: (602) 506-8511 (treasurer.Maricopa.gov)
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1. **PAYMENT of first installment of Taxes for the year shown:**
Year: 2014, plus interest and penalties, if any
Parcel No.: 217-13-015A
2. **NO OPEN deeds of trust of record.** Please verify by inquiry of the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
3. **PROPER SHOWING** that SPENSA ARIZONA VI, LLC, a Minnesota limited liability company has been properly formed in its domiciliary state.
4. **FURNISH** a fully executed copy of the Operating Agreement, and any amendments thereto, of SPENSA ARIZONA VI, LLC, a Minnesota limited liability company.
5. **PROPER SHOWING** that CATCLAR INVESTMENTS, LLC, an Arizona limited liability company has been duly incorporated under the laws of the State of Arizona and is now in good standing and authorized to transact business in said State.

(Corporation Commission shows this entity as NOT IN GOOD STANDING)
6. **REQUIREMENT SATISFIED.**
7. **RECORD** Deed from SPENSA ARIZONA VI, LLC, a Minnesota limited liability company to CATCLAR INVESTMENTS, LLC, an Arizona limited liability company.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE: Pursuant to Arizona Revised Statutes 11-1180, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- (a) Print must be ten-point type or larger.
- (b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including but not limited to, notaries, signatures and page numbers.
- (c) Each instrument shall be no larger than eight and one half inches wide and fourteen inches in length.

**SCHEDULE B – Part Two
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. **Taxes for the second half of 2014, a Lien, but not yet due and payable.**
2. **All matters as set forth on the RECORD OF SURVEY map recorded in Book 831 of Maps, page 29.**
3. **An easement for RIGHT OF WAY and rights incidental thereto, recorded in Document No. 01-1092719.**
4. **An easement for PUBLIC UTILITY and rights incidental thereto, recorded in Document No. 01-1092720.**
5. **An easement for DRAINAGE and FLOOD CONTROL and rights incidental thereto, recorded in Document No. 01-1092721, in Document No. 01-1092722, in Document No. 01-1092723 and in Document No. 07-0566879.**
6. **Terms and Conditions contained in RECIPROCAL EASEMENT AGREEMENT, creating Easement for VEHICULAR INGRESS and EGRESS, described in Schedule A, recorded in Document No. 04-0203813.**
7. **All matters as set forth in the LETTER OF FLOOD INSURANCE RATE MAP recorded in Document No. 95-0077710.**
8. **All matters as set forth in RESOLUTION NO. 5978 recorded in Document No. 01-1197954.**
9. **All matters as set forth in the WAIVER OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207 recorded in Document No. 08-0509401.**

The map attached, if any, may or may not be a survey of the land depicted hereon. **First American Title Insurance Company** expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

EXHIBIT A

Legal Description

PARCEL NO. 1:

Lot 21, (sometimes described as the East half of the Northeast quarter of the Southeast quarter of the Northwest quarter) of Section 6, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona□

EXCEPT all coal, oil, gas and other mineral deposits and together with all uranium, thorium or other materials which is or may be determined by law of the United States or of the State of Arizona, or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value and the exclusive right thereto, on, in or under the above described lands, shall be and remain and are hereby reserved and retained in patent recorded June 30, 1954 in Docket 1382, page 441, records of Maricopa County, Arizona.

PARCEL NO. 2:

A non-exclusive easement for vehicular ingress and egress as more particularly set forth in Reciprocal Easement Agreement recorded February 27, 2004, in Document No. 04-0203813, over the following described property:

A parcel of land located within the Southeast quarter of the Northwest quarter of Section 6, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the intersection of 91st Street and Bahia Road, said point being the Northwest corner of GLO Lot Twenty-two (22) of said Section 6□

THENCE South 89 degrees 58 minutes 19 seconds East, along the center line of said Bahia Road and North line of said GLO Lot Twenty-two (22), a distance of 329.98 feet□

THENCE South 00 degrees 18 minutes 52 seconds East, a distance of 35.00 feet, to a point on the South right-of-way line of said Bahia Road, said point being the POINT OF BEGINNING□

THENCE continuing South 00 degrees 18 minutes 52 seconds East, a distance of 70.14 feet□

THENCE South 89 degrees 58 minutes 42 seconds West, a distance of 36.60 feet□

THENCE North 00 degrees 01 minutes 31 seconds West, a distance of 25.70 feet□

THENCE North 44 degrees 58 minutes 25 seconds East, a distance of 21.80 feet□

THENCE North 00 degrees 01 minutes 31 seconds West, a distance of 29.04 feet to the aforesaid South right-of-way of Bahia Road□

THENCE South 89 degrees 58 minutes 19 seconds East, along said South right-of-way line for a distance of 20.83 feet to the POINT OF BEGINNING.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



Affidavit of Posting

Required: Signed, Notarized originals.
Recommended: E-mail copy to your project coordinator.

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Phone Number: 480-994-4000

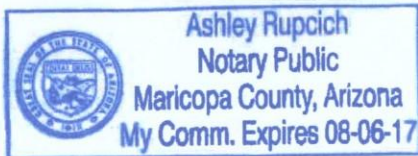
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Acknowledged before me this the 4th day of August 2014




Ashley Rupcich
Notary Public

My commission expires: 8-6-17

City of Scottsdale -- Current Planning Division

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

My Comm. Expires Dec 10, 2017
PATRICK NICKELS
Notary Public - Arizona
Maricopa County



14-ZN-2014
8/28/2014



Current Planning Services
Long Range Planning Services

NOTICE OF INSPECTION RIGHTS
A.R.S. § 9-833

You have the right to:

- Have the City staff member present a photo ID.
- Have the City staff member state the purpose for the planning inspection and legal authority to conduct it.
- Know the amount of inspection fees if applicable.
- An on-site representative may accompany the City staff member during the inspection except during confidential interviews and may:
 - Receive copies of any documents taken during the inspection.
 - Receive a split of any samples taken during the inspection.
 - Receive copies of any analysis of the samples taken when available.
- Be informed if statements are being recorded.
- Be given notice that any statements may be used in an inspection report.
- Be presented with a copy of your inspection rights.
- Be notified of the due process rights pertaining to an appeal

You are hereby notified and informed of the following:

- The inspection is conducted pursuant to the authority of A.R.S § 9-462.05, and/or Scottsdale Revised Code, Appendix B, Article I, Section 1.203.
- Any statements made by anyone interviewed during this inspection may be included in the inspection report.
- Information on appeal rights related to this inspection is found under Scottsdale Revised Code, Appendix B, Article I, Section 1.801.
- There is no inspection fee associated with this inspection.

I acknowledge I have been informed of my inspection rights. If I decline to sign this form, the inspector(s) may still proceed with the inspection.

If I have any questions, I may contact the City staff member, _____

at the following number _____

Signature: Greg Engel Date: 8/5/14

Printed Name: Greg Engel / Spensa Management, LLC

Check box if signature refused

Copy of Bill of Rights left at: _____

14-ZN-2014
8/28/2014

- E. The inspection report shall contain deficiencies identified during an inspection. Unless otherwise provided by law, the municipality may provide the regulated person an opportunity to correct the deficiencies unless the municipality determines that the deficiencies are:
 - 1. Committed intentionally.
 - 2. Not correctable within a reasonable period of time as determined by the municipality.
 - 3. Evidence of a pattern of noncompliance.
 - 4. A risk to any person, the public health, safety or welfare or the environment.
- F. If the municipality allows the regulated person an opportunity to correct the deficiencies pursuant to subsection E of this section, the regulated person shall notify the municipality when the deficiencies have been corrected. Within thirty working days of receipt of notification from the regulated person that the deficiencies have been corrected, the municipality shall determine if the regulated person is in substantial compliance and notify the regulated person whether or not the regulated person is in substantial compliance, unless the determination is not possible due to conditions of normal operations at the premises. If the regulated person fails to correct the deficiencies or the municipality determines the deficiencies have not been corrected within a reasonable period of time, the municipality may take any enforcement action authorized by law for the deficiencies.
- G. A municipality's decision pursuant to subsection E or F of this section is not an appealable municipal action.
- H. At least once every month after the commencement of the inspection, a municipality shall provide the regulated person with an update, in writing or electronically, on the status of any municipal action resulting from an inspection of the regulated person. A municipality is not required to provide an update after the regulated person is notified that no municipal action will result from the municipality's inspection or after the completion of municipal action resulting from the municipality's inspection.
- I. This section does not authorize an inspection or any other act that is not otherwise authorized by law.
- J. This section applies only to inspections necessary for the issuance of a license or to determine compliance with licensure requirements. This section does not apply:
 - 1. To criminal investigations and undercover investigations that are generally or specifically authorized by law.
 - 2. If the municipal inspector or regulator has reasonable suspicion to believe that the regulated person may be or has been engaged in criminal activity.
 - 3. Inspections by a county board of health or a local health department pursuant to section 36-603.
- K. If a municipal inspector or regulator gathers evidence in violation of this section, the violation shall not be a basis to exclude the evidence in a civil or administrative proceeding, if the penalty sought is the denial, suspension or revocation of the regulated person's license or a civil penalty of more than one thousand dollars.
- L. Failure of a municipal employee to comply with this section:
 - 1. Constitutes cause for disciplinary action or dismissal pursuant to adopted municipal personnel policy.
 - 2. Shall be considered by the judge and administrative law judge as grounds for reduction of any fine or civil penalty.
- M. A municipality may adopt rules or ordinances to implement this section.
- N. This section:
 - 1. Shall not be used to exclude evidence in a criminal proceeding.
 - 2. Does not apply to a municipal inspection that is requested by the regulated person.



Appeals of Dedication, Exactions, or Zoning Regulations

Rights of Property Owner

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

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

Appeal Procedure

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

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

For questions, you may contact:

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

Address your appeal to:
Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

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

Planning, Neighborhood and Transportat

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-3

14-ZN-2014
8/28/2014

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:

15657 N Hayden Rd, Scottsdale, AZ 85260

(address where development approval, building permits, or city required improvements and dedications are being required)

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



Signature of Property Owner

8/5/14

Date

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 15657 N Hayden Rd, Scottsdale, AZ 85260
- b. County Tax Assessor's Parcel Number 217-13-015A
- c. General Location 92nd Street and Bahia, Scottsdale Arizona
- d. Parcel Size: Approximately 4.30 acres / 187,318 square feet
- e. Legal Description: See Attached

(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

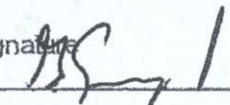
5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land and may expose me or the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)
Greg Engel

Date
July 30, 2014
 _____, 20____
 _____, 20____
 _____, 20____

Signature




Pre-Application Request

Purpose:

The purpose of the Pre-Application submittal, and meeting, is for the applicant and City Staff to discuss a proposed Development Application, and the information and process that is necessary for City Staff to process the proposal.

In accordance with the Zoning Ordinance, no development application shall be accepted before a Pre-Application has been submitted, and a Pre-Application meeting has been conducted with City Staff, unless the Pre-Application meeting has been waived by the Zoning Administrator.

Submittal:

The completed Pre-Application request form, all required materials and fees should be submitted in person to the One-Stop-Shop located at 7447 East Indian School Road. All checks shall be payable to "City of Scottsdale."

Scheduling

After the Pre-Application packet has been accepted at the One-Stop-Shop, a staff member will contact the Applicant within five (5) Staff Working Days to schedule a Pre-Application meeting with the assigned staff member(s). Generally, a Pre-Application meeting is scheduled within five (5) to fifteen (15) Staff Working Days from the date of the submittal.

Project Name: Bahia Live Work Play Project	
Property's Address: 16576 N 92nd St, Scottsdale, AZ 85260	APN:
Property's Zoning District Designation: I-1 PCD	
Property Details:	
<input type="checkbox"/> Single-Family Residential	<input checked="" type="checkbox"/> Multi-Family Residential
<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Other
Has a 'Notice of Compliance' been issued? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide a copy with this submittal	
Owner: Greg Engel	Applicant: Irene Catisbris Clary
Company: Spensa Arizona VI, LLC	Company: Catclar Investments, LLC
Address: 601 Carlson Parkway, Ste 350, Minnetonka MN 55305	Address: 16621 N 91st Street, Ste 101, Scottsdale AZ 85260
Phone: 480-609-0111 Fax:	Phone: 480-473-3700 Fax: 480-473-3716
E-mail: greg@spensagroup.com	E-mail: tnacius@cox.net
Owner Signature	Applicant Signature
Official Use Only Submittal Date: 6/25/14	Application No.: 618 -PA- 2014
Project Coordinator: _____	

Planning, Neighborhood & Transportation Division

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



Pre-Application Request

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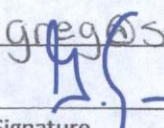
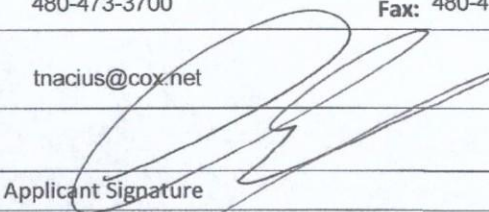
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Has a 'Notice of Compliance' been issued? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide a copy with this submittal	
Owner: Greg Engel	Applicant: Irene Catisbris Clary
Company: Spensa Arizona VI, LLC	Company: Catclar Investments, LLC
Address: 601 Carlson Parkway, Ste 350, Minnetonka MN 55305	Address: 16621 N 91st Street, Ste 101, Scottsdale AZ 85260
Phone: (952) 404-3381 480-609-0111	Phone: 480-473-3700
Fax: _____	Fax: 480-473-3716
E-mail: greg@spensagroup.com	E-mail: tnacius@cox.net
 _____ Owner Signature	 _____ Applicant Signature
Official Use Only	Submittal Date: _____ Application No.: _____ -PA- _____ Project Coordinator: _____

Planning, Neighborhood & Transportation Division

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



Pre-Application Request

Development Application Type:
Please check the appropriate box of the Type(s) of Application(s) you are requesting

Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input checked="" type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions (PP)	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Subdivision (minor) (MD)	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions (PE)	Other Application Type Not Listed
<input checked="" type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Lot Tie or Lot Line Adjustment	<input type="checkbox"/>

Submittal Requirements: (fees subject to change every July)

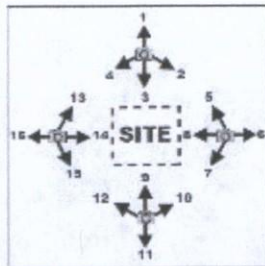
Pre-Application Fee: \$ 87.00

Records Packet Fee: \$ 21.00
Processed by staff. The applicant need not visit the Records desk to obtain the packet.
(Only required for ZN, II, UP, DR, PP, AB applications, or otherwise required by Staff)

Application Narrative:
The narrative shall describe the purpose of the request, and all pertinent information related to the request, such as, but not limited to, site circulation, parking and design, drainage, architecture, proposed land use, and lot design.

Property Owner Authorization Letter
(Required for the SA and MS Pre-Applications)

- Site / Context Photographs
- Provide color photographs showing the site and the surrounding properties. Use the guidelines below for photos.
 - Photos shall be taken looking in towards the project site and adjacent to the site.
 - Photos should show adjacent improvements and existing on-site conditions.
 - Each photograph shall include a number and direction.
 - Sites greater than 500 ft. in length, also take the photo locations shown in the dashed lines.
 - Photos shall be provided 8 1/2 x 11 paper, max. two per page.



- **The following list of Additional Submittal Information is not required for a Pre-Application meeting, unless indicated below by staff prior to the submittal of this request.**
- **Applicants are advised to provide any additional information listed below. This will assist staff to provide the applicant with direction regarding an application.**

Additional Submittal Information

- Site Plan (two copies)
- Subdivision plan (two copies)
- Floor Plans (two copies)
- Elevations (two copies)
- Landscape plans (two copies)
- H.O.A. Approval letter
- Sign Criteria Regulations & Language (two copies)
- Material Samples – color chips, awning fabric, etc.
- Cross Sections – for all cuts and fills
- Conceptual Grading & Drainage Plan (three copies)
- Exterior Lighting – provide cut sheets, details and photometrics for any proposed exterior lighting.
- Boundary Survey (required for minor land divisions)
- Aerial of property that includes property lines and highlighted area abandonment request.
- One copy of the recorded document for the area that is requested to be abandoned. Such as: subdivision plat, map of dedication, GLO (General Land Office) federal patent roadway easement, or separate dedication document. A copy of most recorded documents to be abandoned may be purchased at the City of Scottsdale Records Dept. (480-312-2356), or the Maricopa County Recorder's Office (602-506-3535). A copy of the General Land Office (GLO) federal patent roadway easement may be purchased from the Bureau of Land Management (602-417-9200).

Planning, Neighborhood & Transportation Division

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

Project Narrative - Bahia Live Work Play Project

Address:..... 16576 N. 92nd St (southwest corner of 92nd Street & Bahia Dr.)

Parcel No: 217-13-015A

Site Area: 187,318 sf or 4.3 acs (approx.)

Existing Zoning: .. I-1 PCD

2001 General Plan Land Use Designation: Employment/Regional Use Overlay

Greater Airpark Character Area Plan: Employment (EMP)

Type A – Medium Scale Development Type

The Proposed Project:

The proposed Airpark Lofts project will consist of approximately 300,000 sf of Residential and Live/Work Uses at the southwest corner of Bahia Dr and 92nd St. The existing site is undeveloped and is surrounded by existing medical office and children recreational uses. The site is relatively flat but does have a wash running north south approximately thru the middle of it.

The proposed site plan envisions 3-4 story Residential Townhomes to be constructed fronting 92nd St. and 4 to 5 story Live/Work Units along the western side of the property. The middle of the site will be used as a landscape/open space amenity for the residents and the visitors with swimming pools and landscape areas. This space will be capped with what is envisioned as a one-story retail/restaurant use for both residents as well as other people in the neighborhood.

Automobile circulation is kept to a minimum within the property. Access will be from both Bahia as well as 92nd St and is aligned with existing offsite driveways. In addition to private garages, a combination of covered and uncovered parking will be provided on site.

The architectural design of the buildings will be “desert contemporary” reflecting the more industrial uses of the neighborhood and the Sonoran desert location.

Request:

The Greater Airpark Character Area Plan (GAPCAP) designates this site as Employment. A proposal for live-work would require an Airpark Mixed Use-Residential (AMU-R) designation. Employment to AMU-R would be a non-major General Plan amendment to amend the Greater Airpark Character Area Plan Future Land Use Map.

The property also requires that it be rezoned from the existing I-1 to P.C.P. with Amended Development Standards. The Amended development standard will be to request either that the Live/Work uses be categorized as a commercial use or that the percentage of allowable residential uses can be increased from 25% to 75% of the allowable building area.

At this time no other development standards will need to be amended.