



207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: JOE YOUNG

PUBLIC BODY: DEVELOPMENT REVIEW BOARD

DATE OF PUBLIC MEETING: 10/17/19 AGENDA ITEM NO.: 12

DESCRIPTION OF ITEM: RENAISSANCE FACADE  
RENOVATIONS

I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

MY FIRM PREPARED THE  
LANDSCAPE PLANS

I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: \_\_\_\_\_

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

  
Signature

10/17/19  
Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.

## ***SPECIAL REPORT***

### **SCHEDULE A**

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

Stockdale Capital Partners LLC

3. The Title to the fee simple, as to Parcel No.1 and easement, as to Parcel No. 2 estate in the land described herein is at this date hereof vested in:

Emerald Equities, L.L.C., an Arizona limited liability company

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

**SEE EXHIBIT "A" ATTACHED HEREIN**

Search made to December 11, 2017 at 7:30 A.M.

***FIRST AMERICAN TITLE INSURANCE COMPANY***

***By: Wendy Hagen Bowen/SW (909)510-6225***

**EXHIBIT "A"**

PARCEL NO. 1:

PARCEL 1, OF LAND ASSEMBLAGE MAP, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS [BOOK 932 OF MAPS, PAGE 5](#).

PARCEL NO. 2:

AN EASEMENT FOR ACCESS AND PARKING AS GRANTED IN PARKING EASEMENT AGREEMENT RECORDED JUNE 27, 2007, IN RECORDING NO. [2007-0738149](#).

**SCHEDULE B****PART ONE:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

## SCHEDULE B

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

### EXCEPTIONS:

1. Second installment of 2017 taxes, a lien, payable on or before March 1, 2018, and delinquent May 1, 2018.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Arcadia Country Mart Replatted, as recorded in Plat [Book 52 of Maps, Page\(s\) 15](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), as shown or noted on the Survey.
3. An easement for gasoline line, public utilities and incidental purposes in the document recorded as [Docket 2278, Page 517](#) and recorded as [Book 12 of Road Maps, Page 49](#).
4. An easement for highway and incidental purposes in the document recorded as [Docket 3622, Page 362](#) and recorded as [Docket 3717, Page 366](#).
5. An easement for public alley and incidental purposes in the document recorded as [Docket 7264, Page 328](#).
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9. An easement for highway, public utilities and incidental purposes in the document recorded as [Docket 11600, Page 1068](#).
10. An easement for underground culvert and incidental purposes in the document recorded as [83-072704](#) of Official Records.
11. An easement for temporary construction and incidental purposes in the document recorded as [83-72705](#) of Official Records.
12. The terms and provisions contained in the document entitled "Indemnity Agreement" recorded March 25, 1994 as [94-242070](#) of Official Records.

13. Resolution No. 3722 pertaining to the Waterfront Redevelopment Area recorded as [94-726168](#) of Official Records.
14. An easement for access, maintenance, support, use, reconstruction, rights and incidental purposes in the document recorded as [2000-592438](#) of Official Records.
15. The terms and provisions contained in the document entitled "Non-Exclusive Easement Agreement" recorded June 19, 2007 as [2007-703841](#) of Official Records, as shown or noted on the Survey.
16. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Land Assemblage Map, as recorded in Plat [Book 932 of Maps, Page\(s\) 5](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), as shown or noted on the Survey.
17. The terms and provisions contained in the document entitled "Parking Easement Agreement" recorded June 27, 2007 as [2007-738149](#) of Official Records, as shown or noted on the Survey.
18. A deed of trust to secure an original indebtedness of \$13,000,000.00, and any other amounts or obligations secured thereby, recorded July 14, 2014 as instrument no. [2014-0458662](#) of Official Records.

Dated: July 11, 2014

Trustor: Emerald Equities, L.L.C., an Arizona limited liability company

Trustee: First American Title Insurance Company, a Nebraska corporation

Beneficiary: Lincoln National Life Insurance Company

According to the public records, the beneficial interest under the deed of trust was assigned to The Lincoln National Life Insurance Company, an Indiana corporation by assignment recorded July 14, 2014 as [2014-0458663](#) of Official Records.

19. A financing statement recorded July 14, 2014 as [2014-0458664](#) of Official Records.  
Debtor: Emerald Equities, L.L.C., an Arizona limited liability company  
Secured party: The Lincoln National Life Insurance Company
20. All matters as set forth in Covenant to Maintain Landscaping and Improvements, recorded December 03, [2014 as 2014-0795873](#) of Official Records.
21. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**

# The First American Corporation

## PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

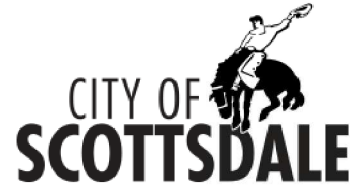
### Confidentiality and Security

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

c2001 The First American Corporation - All Rights Reserved



# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 4513 N. Scottsdale Rd., Scottsdale AZ 85251
- b. County Tax Assessor's Parcel Number: 173-38-001A-019A
- c. General Location: NEC Scottsdale Rd &
- d. Parcel Size: June 13 Camelback Rd
- e. Legal Description: See attached

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

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)	Date	
<u>Boyce O'Brien</u>	<u>June 13</u> , 20 <u>19</u>	<u>By H.O.B.</u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)

## **APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS**

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

#### **RIGHTS OF PROPERTY OWNER**

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

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

#### **APPEAL PROCEDURE**

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

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

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

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

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

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

**Owner Certification  
Acknowledging Receipt  
Of  
Notice Of Right To Appeal  
Exactions And Dedications**

I hereby certify that I am the owner of property located at: **4513 N. Scottsdale Rd., Scottsdale AZ 85251  
NEC of Scottsdale Road and Camelabck Rd**

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(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.



**6-19-19**

---

Signature of Property Owner **Boyce O'Brien,**  
Dev Mgr for the owner

---

Date

**EXHIBIT "A"**

PARCEL NO. 1:

PARCEL 1, OF LAND ASSEMBLAGE MAP, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS [BOOK 932 OF MAPS, PAGE 5](#).

PARCEL NO. 2:

AN EASEMENT FOR ACCESS AND PARKING AS GRANTED IN PARKING EASEMENT AGREEMENT RECORDED JUNE 27, 2007, IN RECORDING NO. [2007-0738149](#).

## ***SPECIAL REPORT***

### **SCHEDULE A**

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

Stockdale Capital Partners LLC

3. The Title to the fee simple, as to Parcel No.1 and easement, as to Parcel No. 2 estate in the land described herein is at this date hereof vested in:

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4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

**SEE EXHIBIT "A" ATTACHED HEREIN**

Search made to December 11, 2017 at 7:30 A.M.

***FIRST AMERICAN TITLE INSURANCE COMPANY***

***By: Wendy Hagen Bowen/SW (909)510-6225***

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

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16. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Land Assemblage Map, as recorded in Plat [Book 932 of Maps, Page\(s\) 5](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), as shown or noted on the Survey.
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Dated: July 11, 2014

Trustor: Emerald Equities, L.L.C., an Arizona limited liability company

Trustee: First American Title Insurance Company, a Nebraska corporation

Beneficiary: Lincoln National Life Insurance Company

According to the public records, the beneficial interest under the deed of trust was assigned to The Lincoln National Life Insurance Company, an Indiana corporation by assignment recorded July 14, 2014 as [2014-0458663](#) of Official Records.

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**End of Schedule B**

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### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

c2001 The First American Corporation - All Rights Reserved