

## DUKES LAW, PLLC

5527 N. 25<sup>th</sup> Street  
Phoenix, AZ 85016  
602.320.8866

### VIA EMAIL

Mr. Nana Appiah, PhD, AICP  
Development Services Director  
Mr. John Sheffer, PE, CBO  
Deputy Director/Building Official  
CITY OF MESA  
Development Services Department  
55 N. Center Street  
Mesa, AZ 85211-1466

April 1, 2025

RE: Response to March 20, 2025 and March 25, 2025 City of Mesa Emails regarding Legacy Recovery Center Community Residence at 2338 E. Minton Street, Mesa, AZ 85213 (Assessor Parcel Number 141-06-237) (the "Property")

Dear Director Appiah and Deputy Director Sheffer:

On behalf of my client, Legacy Recovery Center, LLC, an Arizona limited liability company, ("Legacy") and the owners of the above-referenced Property, Dr. Roland Segal and Dr. Ehab S. Abdallah, I am submitting this response to your March 20, 2025 and March 25, 2025 emails notifying us of significant neighborhood opposition received by the City after the issuance of community residence and certificate of occupancy approvals for the Property and your requests for additional information. While Legacy is providing the additional information requested and has conducted voluntary open houses and a voluntary neighborhood meeting on Friday, March 28<sup>th</sup>, we must emphasize that these actions are being taken in a good faith attempt to work with the City and the neighbors to alleviate concerns. The information provided in our community residence application was accurate, was found to comply with the zoning requirements, and resulted in both a certificate of occupancy approval by the City and a behavioral health residential facility license approval by the Arizona Department of Health Services ("ADHS"), upon which Legacy has reasonably relied. Any attempt to suspend or revoke the vested community residence approval or certificate of occupancy would be opposed by Legacy, especially when such revocations would require certain evidentiary and due process considerations.

Furthermore, Legacy's use and the disabled residents being served are afforded protections under the Fair Housing Act, which protects the rights of disabled individuals to live in communities of their choice and to request, at a minimum, a reasonable accommodation of zoning ordinance requirements.

**The Community Residence Approval Was Issued Based on Compliance with Zoning Requirements.**

City staff reviewed the resident length of stay disclosure as part of Legacy's application on at least three (3) occasions: (1) in an email to City Planning staff on October 7, 2024, (2) in Legacy's community residence application narrative dated November 29, 2024, and (3) in Legacy's first revised narrative dated January 28, 2025. On all three of those occasions, the information supplied to the City was accurate and identical:

*There is no maximum or minimum time period that residents may live at the home. Some residents may live there for 3-6 months while others may choose to live there for longer than a year.*

City staff reviewed this response and deemed Legacy's community residence to be in compliance with the "family community residence" use as defined in the Zoning Ordinance. No additional information or documentation was requested. See City Review Comments attached hereto as **Exhibit A**. Thereafter, the City issued a building permit approval and certificate of occupancy approval, both of which are issued only after staff determine a use is in compliance with zoning requirements. See **Exhibits B and C**, respectively.

Legacy's family environment for its residents is the key factor in this determination. As disclosed in our application:

The residents at the property are in treatment/recovery for substance and alcohol use, with some residents seeking treatment for co-occurring behavioral health issues (i.e. depression, anxiety). The only individuals receiving treatment at the location will be the 10 individuals approved to occupy the home. Legacy's housing replicates a family environment in the look and feel of the home. Residents at Legacy are not adjudicated, and they come to the program of their own free will to seek help with behavioral health issues. Clinical services provided on-site include resident assessments, individual therapy, and group therapy. The therapists and house managers will also assist with teaching life skills such as cooking and cleaning, resume building, and employer interview coaching.

No medical or treatment services will be provided at the Property that would not typically occur in a residential setting. A nursing assessment and vitals check are completed upon intake, but those are the only medical services provided at the location. No detoxification will occur on-site.

The residents live in a family environment and emulate a family. They go grocery shopping, cook, clean and complete chores together. They hold each other accountable and support one another.

This description is accurate and describes the family model implemented at Legacy's residence. Once again, staff reviewed this description as part of the family community residence approval. Any alleged error would not be a result of Legacy's actions or the information provided. Thus, the approval was issued based on accurate information and cannot be rescinded at this point. See vested rights analysis below.

**The Community Residence Approval is a Final Registration.**

Pursuant to Section 11-31-14.C.1 of the Zoning Ordinance, an applicant obtains final registration when evidence of the required license from the Arizona Department of Health Services is provided within 120 days from the date the provisional registration was approved for the community residence. In this case, Legacy received provisional registration approval on February 6, 2025 (PMT24-21631). See **Exhibit B** attached hereto. On March 27, 2025, ADHS issued the necessary behavioral health residential facility license for the Property (BHRF20001). See **Exhibit D** attached hereto. We are providing a copy of the ADHS license to the City within the 120-day time period. Therefore, Legacy's community residence registration is final and cannot be removed or suspended as a provisional approval.

**The Community Residence Approval is Vested and the City is Equitably Estopped from Rescinding, Suspending or Revoking its Approval.**

Due process under the United States and Arizona Constitutions requires that when a building or approval is legitimately issued and the landowner, in reliance on the permit, incurs considerable expenses, the right to continue construction or operations becomes a vested property right which a local government cannot revoke. *Town of Paradise Valley v. Gulf Leisure Corp.*, 27 Ariz.App. 600, 557 P.2d 532 (App.Div.1 1976). To acquire a vested right, the landowner must incur expenses in good faith. *Phoenix City Council v. Canyon Ford, Inc.*, 12. Ariz.App. 595, 473 P.2d 797 (1970).

In this case, Legacy acquired its vested rights in the community residence approval and incurred expenses in good faith. Legacy submitted an accurate community residence application, received City registration approval and a certificate of occupancy for the Property, paid for and performed significant upgrades to the residence, submitted the behavioral health residential facility license application to ADHS, conducted and passed the ADHS inspection, and hired behavioral health staff – all before the City sent the March emails requesting additional information.

Equitable estoppel would also apply to prevent the City's rescission, suspension or revocation of Legacy's community residence approval and certificate of occupancy. In Arizona, there are three elements of equitable estoppel: (1) the party to be estopped commits acts inconsistent with a position it later adopts; (2) reliance by the other party; and (3) injury to the latter resulting from the former's repudiation of its prior conduct. *Pingitore v. Town of Cave Creek*, 194 Ariz. 261, 265, 981 P.2d 129, 133 (App.Div.1 1998). The City approved the community residence registration on February 6, 2025 and issued a certificate of occupancy for the Property. The City is now considering action to revoke the approvals (which would require a due process hearing first). Such inconsistent acts would satisfy the first test of estoppel. The second test is satisfied by Legacy's reliance on the City approvals to make its application for a state license, perform improvements to the property totaling approximately \$500,000, and proceeding to hire staff and develop its policies and procedures for the community residence operations. Finally, Legacy would satisfy the 3<sup>rd</sup> test of estoppel by demonstrating the significant financial injury resulting from the City's repudiation of its prior approval.

Furthermore, Section 11-31-14(C)(4) of the Mesa Zoning Ordinance limits revocation of a community residence registration or conditional use permit to situations where the ADHS license is denied or revoked, which is not at issue in this case.

**Information Supplied by Neighbors.**

In the March 25, 2025 email from the City, a statement is made that certain information provided by neighbors to the City seems inconsistent with the information in Legacy's community residence application. On March 25<sup>th</sup>, I responded by requesting a copy of those records by March 27<sup>th</sup>. Those records have not been produced to us as requested. Thus, Legacy reserves the right to respond with additional information upon receipt of those records from the City.

**Audio Recording:** The alleged audio recording of a purported representative of Legacy Recovery Center has not been provided to Legacy. Without being provided a copy of the audio recording, Legacy is in no position to verify that employee or the information provided. Typically, Legacy requests a commitment of a minimum of 4 to 6 weeks initially. Patients are then reevaluated weekly and then on 30-day treatment periods to better determine the scope of treatment and length of residency needed to best serve them.

**Sworn Statement:** The sworn statement alleging that a Legacy representative indicated the Minton location will operate like the Chandler location is inconclusive. The operations are similar in large part due to the statutory requirements and regulations adopted by ADHS, which all behavioral health residential facilities must satisfy and abide by. Similar disabilities are treated at both locations (with some differences), similar protocols and services are offered, and, most importantly, both locations allow residents to live together in a family environment. No copy of the sworn statement has been provided to Legacy. We have requested a copy and will be able to address any statements as necessary.

**Chandler Facility Website:** The allegation that the "Chandler facility's website" indicates certain information is also inapplicable to this particular Property. Legacy is in the process of creating a separate website for the 2338 E. Minton Street Property and will be sending longer-term residents to live at this Property.

Since February 2025, Legacy has made over 100 modifications to its Chandler website. Much of the information was outdated or no longer accurate. Legacy is still in the process of making modifications with its website consultant. The Chandler website modifications are not complete.

Legacy has updated the Chandler website in an attempt to convey that each individual undergoes a medical and clinical evaluation for a personalized level of care. The website also refers to a "30-day treatment period." There is a key difference between total length of stay and treatment period. Legacy routinely evaluates residents on a weekly basis, but reviews and adjusts the treatment plan on a standard 30-day period. In other words, every 30 days, the resident is billed for their treatment services and a new treatment period with a new plan begins the next 30 days. Once again, each resident is individually evaluated for service needs, goals, history, health, ability to pay, etc. There is no typical length of stay and to market a typical length of stay could provide residents with a false sense of hope or expectation that they would be ready to depart the residence after 30 days.

**Requested Documentation**

Please find attached hereto the license application to ADHS for the Property. See **Exhibit E** attached hereto. We have also attached a copy of the financial agreement that each resident enters into with Legacy after the initial and subsequent evaluations. See **Exhibit F** attached hereto. The financial agreement is the form of documentation that Legacy would use to house and treat a resident. We would note that the



CITY OF MESA

April 1, 2025

Page 5 of 5

Zoning Ordinance does not require that this information be provided to the City as part of the community residence application. We are providing this information in the interest of transparency.

Legacy also has a standard good neighbor policy and is creating a specialized schedule so that residents are together within the residence participating in group therapy at school drop-off and release time periods raised by neighbors. If you would like a copy of that documentation, we can provide that as well.

Please contact me with any questions or to discuss this matter further. I appreciate

Very truly yours,

*/s/ Heather N. Dukes*

**Heather N. Dukes, Esq.**

602.320.8866 | [hdukes@dukeslawaz.com](mailto:hdukes@dukeslawaz.com)

Enclosures

## **EXHIBIT A**

**A COMPLETE SET OF REVISED PLANS IS REQUIRED FOR RESUBMITTAL**

**1st Consolidated Plan Review Comments**

**Record Number: PMT24-21631**

**Report Date: 01/06/2025**

**Address : 2338 MINTON ST, MESA, AZ, 85213**

**Provide a response to each comment and identify the location of revision on plans if applicable.**

Reviewer Contact Information:

Reviewer Name	Reviewer Email	Reviewer Phone
Pamela Williams	Pamela.Williams@MesaAZ.gov	480-644-5427
Charlotte Bridges	Charlotte.Bridges@MesaAZ.gov	480-644-6712

General Comments

Corrections in the following table need to be applied before a plan is approved

**Document: Community Residence App Packet for 2338 E Minton St.pdf - 1st Submittal**

Comment ID	Comment Date	Page Ref	Reviewer : Department	Review Comments
<b>Building Plan Review</b>				
4	01/06/2025	1	Pamela Williams : Building Plan Review	B: Please state the type of community residence in the project narrative ie: residential behavioral health, residential sober living, residential foster care etc....
5	01/06/2025	1	Pamela Williams : Building Plan Review	B: Please define an age range (on the project narrative) of the residents that will be occupying the facility.
8	01/06/2025	2	Pamela Williams : Building Plan Review	
6	01/06/2025	3	Pamela Williams : Building Plan Review	B: Please document the person responsible for the facility including the name, mailing address, email address and phone number. If this person is the person responsible for the facility, please add the mailing address.
7	01/06/2025	4	Pamela Williams : Building Plan Review	B: Please have the property owner sign the Community Residence Registration form
1	12/30/2024	13	Pamela Williams : Building Plan Review	B: This is not a third-party fire inspection report. A third-party fire inspection would need to be conducted by a party (not the applicant or the City of Mesa).
<b>Planning Review</b>				

Comment ID	Comment Date	Page Ref	Reviewer : Department	Review Comments
10	01/06/2025	1	Charlotte Bridges : Planning Review	Maricopa County records indicate Roland Segal and Ehab Abdallah are the owners of the subject property. Please revise the first paragraph of the narrative to indicate the correct property owners' names.
9	01/06/2025	4	Charlotte Bridges : Planning Review	FYI: Property is in the Single Residence-15 (RS-15) zoning district and meets the 1,200 feet separation requirement to be a registered Community Residence with a maximum of 10 individuals. (A response to this review comment is not required).
13	01/06/2025	4	Charlotte Bridges : Planning Review	Please revise the documents and provide additional information as outlined in these review comments. Resubmit the revised Community Residence package including the Community Residence Registration form, Occupancy Confirmation Worksheet, Project Narrative, Property Owner's Authorization Signature form, site plan, floor plan and the Articles of Amendment to Articles of Organization for Legacy Recovery Center, LLC. Do not resubmit the redlined documents.
11	01/06/2025	8	Charlotte Bridges : Planning Review	Maricopa County records indicate Roland Segal and Ehab Abdallah as the owners of the property. A copy of the Warranty Deed indicating the same is not required. Please delete the copy of the Warranty Deed from the Community Residences package resubmitted for 2nd Review.
14	01/06/2025	A2	Charlotte Bridges : Planning Review	Revise the Fire Alarm Note on the floor plan to indicate a fire alarm system will be installed in a future permit.

# DUKES LAW, PLLC

5527 N. 25<sup>th</sup> Street  
Phoenix, AZ 85016  
602.320.8866

Mr. Kwasi Abebrese  
CITY OF MESA  
Development Services Department  
55 N. Center Street  
Mesa, AZ 85211-1466

November 29, 2024

RE: Narrative for Family Community Residence Located at 2338 E. Minton Street, Mesa, AZ 85213 (Assessor Parcel Number 141-06-237) (the "Property")

Dear Mr. Abebrese:

On behalf of my client Legacy Recovery Center, LLC, an Arizona limited liability company, ("Legacy" or the "Applicant") and the owners of the above-referenced Property, I am submitting this narrative in support of the enclosed community residence application. The Property is comprised of approximately 0.48 acres within the RS-15 residential zoning district and has been developed with a large home offering 6 bedrooms and approximately 6,194 s.f. of livable space. The Property is being licensed as a behavioral health residential facility ("BHRF") with the Arizona Department of Health Services.

The following information is responsive to the City's request for a narrative describing the proposed family community residence:

- The name of the facility:
  - Legacy Recovery Center, LLC will be the license-holder and applicant.
- The type of Community Residence:
  - Family Community Residence
- The number of residents:
  - Up to 10 residents:
- The age range of the residents
  - Adults

Maricopa County records indicate Roland Segal and Ehab Abdallah are the owners of the subject property. Please revise the first paragraph of the narrative to indicate the correct property owners' names.

B: Please state the type of community residence in the project narrative ie: residential behavioral health, residential sober living, residential foster care etc....

B: Please define an age range (on the project narrative) of the residents that will be occupying the facility.

- **What Arizona State agency will be licensing this facility?**
  - The Arizona Department of Health Services will be licensing this residence as a behavioral health residential facility.
- **Indicate whether or not all residents are capable of recognizing and responding to emergency situations without assistance from staff.**
  - Yes, all residents are capable of recognizing and responding to emergency situations without assistance from staff. They are ambulatory and able to complete tasks and chores necessary to live as a family.
- **Does the residence have fire sprinklers?**
  - Yes
- **Explain what services are provided at the facility.**
  - The residents at the property are in treatment/recovery for substance and alcohol use, with some residents seeking treatment for co-occurring behavioral health issues (i.e. depression, anxiety). The only individuals receiving treatment at the location will be the 10 individuals approved to occupy the home. Legacy's housing replicates a family environment in the look and feel of the home. Residents at Legacy are not adjudicated, and they come to the program of their own free will to seek help with behavioral health issues. Clinical services provided on-site include resident assessments, individual therapy, and group therapy. The therapists and house managers will also assist with teaching life skills such as cooking and cleaning, resume building, and employer interview coaching.
  - No medical or treatment services will be provided at the Property that would not typically occur in a residential setting. A nursing assessment and vitals check are completed upon intake, but those are the only medical services provided at the location. No detoxification will occur on-site.
  - The residents live in a family environment and emulate a family. They go grocery shopping, cook, clean and complete chores together. They hold each other accountable and support one another.
- **Explain how the residents are supervised at the facility.**
  - **The residence will be staffed at all hours. No staff live on-site. There will be a total of 6-7 staff members with staggered shifts, as follows:**
    - A house manager who will be scheduled in shifts throughout the week.
    - A licensed therapist who will provide individual and group therapy intermittently on weekdays (Monday through Friday).
    - A staff member to coordinate transportation for resident appointments and to provide support to residents in the event the house manager is busy helping another resident.
    - A registered, on-call nurse,
    - A program director, and

- Richard Miller, CEO and Member of Legacy Recovery Center, LLC.
- Typically, a max of 2-3 staff members will be on-site between 8 a.m. and 4 p.m. Approximately 2 staff members will be on-site after hours.
- **Length of Residency**
  - There is no maximum or minimum time period that residents may live at the home. Some residents may live there for 3-6 months while others may choose to live there for longer than a year.
- **Vehicles**
  - Residents living in the community residence do not have their own vehicles on-site. Legacy staff will provide transportation to residents with a company vehicle.
- **Visitors**
  - Visitors at the location will be allowed in the evenings from 4 to 8 pm during the week, and weekends from 4 to 9 pm. Legacy allows up to 2 adult visitors per resident, with one-hour time slots. The visitors are staggered so that only 2 to 3 residents have visitors on-site at any given time.

If you need any additional information or documentation to process this request, please do not hesitate to contact me at the email address or phone number below. Thank you.

Very truly yours,

*/s/ Heather N. Dukes*

**Heather N. Dukes, Esq.**

602.320.8866 | hdukes@dukeslawaz.com

B: Please document the person responsible for the facility including the name, mailing address, email address and phone number. If this person is the person responsible for the facility, please add the mailing address.

Enclosures

B: Please have the property owner sign the Community Residence Registration form



## Community Residence, Assisted Living, and Nursing and Convalescent Home Registration Application

Facility Name: Legacy Recovery Center

Number of Residents: 10

Fire Sprinklers Installed? ☒ Yes ☐ No

Facility's Address: 2338 E. Minton Street

City: Mesa State: AZ Zip Code: 85213

Facility's Mailing Address, if different: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Facility's Phone Number: (936) 615-0981 Facility's E-Mail: richard@legacyrecoverycenter.com

Facility's Operator: Richard Miller, CEO of Legacy Recovery Center, LLC

Operator's Phone Number: (936) 615-0981 Operator's E-Mail: richard@legacyrecoverycenter.com

Property Owner (Print): Roland Segal and Ehab Abdallah

Property Owner's Address: 24745 S. Lindsay Road

City: Chandler State: AZ Zip Code: 85249

Property Owner's Phone Number: (936) 615-0981 Property Owner's E-Mail: drsegal@azforensicpsychiatry.com

Property Owner's Signature: See attached Property Owner Authorization Signature Form (owner authorization is required)

*The applicant has read and understands all rules and regulations of the City of Mesa; has physically inspected the site and verifies that the proposed site is in compliance with all applicable city, state and federal laws; and is responsible for the accuracy of all information provided in this application. Submittal of erroneous information, or failure to disclose any requested information may result in denial of application. Errors found after processing application may result in loss of registration, and removal of registered location from Mesa Map of Registered Community Residences.*

I affirm that the information presented in support of this registration is true and correct to the best of my knowledge:

Heather N. S. [Signature]

Applicant's Signature

11/22/2024

Date

FYI: Property is in the Single Residence-15 (RS-15) zoning district and meets the 1,200 feet separation requirement to be a registered Community Residence with a maximum of 10 individuals. (A response to this review comment is not required).

Please revise the documents and provide additional information as outlined in these review comments. Resubmit the revised Community Residence package including the Community Residence Registration form, Occupancy Confirmation Worksheet, Project Narrative, Property Owner's Authorization Signature form, site plan, floor plan and the Articles of Amendment to Articles of Organization for Legacy Recovery Center, LLC. Do not resubmit the redlined documents.



Maricopa County records indicate Roland Segal and Ehab Abdallah as the owners of the property. A copy of the Warranty Deed indicating the same is not required. Please delete the copy of the Warranty Deed from the Community Residences package resubmitted for 2nd Review.

Unofficial  
20. Document

24  
am

Recording Requested by:  
First American Title Insurance Company

When recorded mail to:  
Ehab Abdallah  
10840 E Scopa TRL  
Scottsdale, AZ 85262

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## WARRANTY DEED

Escrow No. 203-6329560 (HE)

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

**Franchini LLC, an Arizona limited liability company**, the GRANTOR does hereby convey to

**Roland Segal, a married man and Ehab Abdallah, a married man**, the GRANTEE

The following described real property situate in Maricopa County, Arizona with the title being conveyed to the grantee as set forth in the attached acceptance by the grantee:

Lot 13, of HERMOSA VISTAS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 455 of Maps, Page 17 and Certificate of Correction recorded as 99-0986326 and Affidavit of change recorded as 2001-0791571, both of official records.

Subject To: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters set forth above.



[www.mesaaz.gov](http://www.mesaaz.gov)

Good morning,

**Mesa Fire and Medical Department  
Fire Administration**

*An Internationally Accredited Fire Department*



Currently the Mesa Fire and Medical Department is no longer renewing/issuing Fire Safety Operational Permits (FSOP) or completing fire inspections for residential adult group homes. The Arizona Department of Health Services is aware of this and should not issue a violation regarding this specific matter.

Please let us know if there are any further questions.

Respectfully,

Mesa Fire and Medical Department

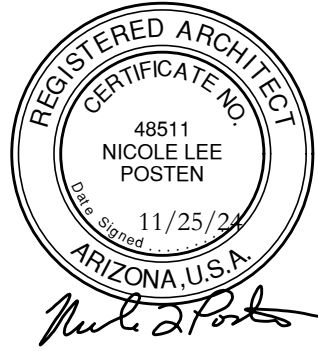
Prevention Division

(480) 644-2622

Please note, City of Mesa hours are Monday-Thursday 7am-6pm (closed on Fridays and holidays)

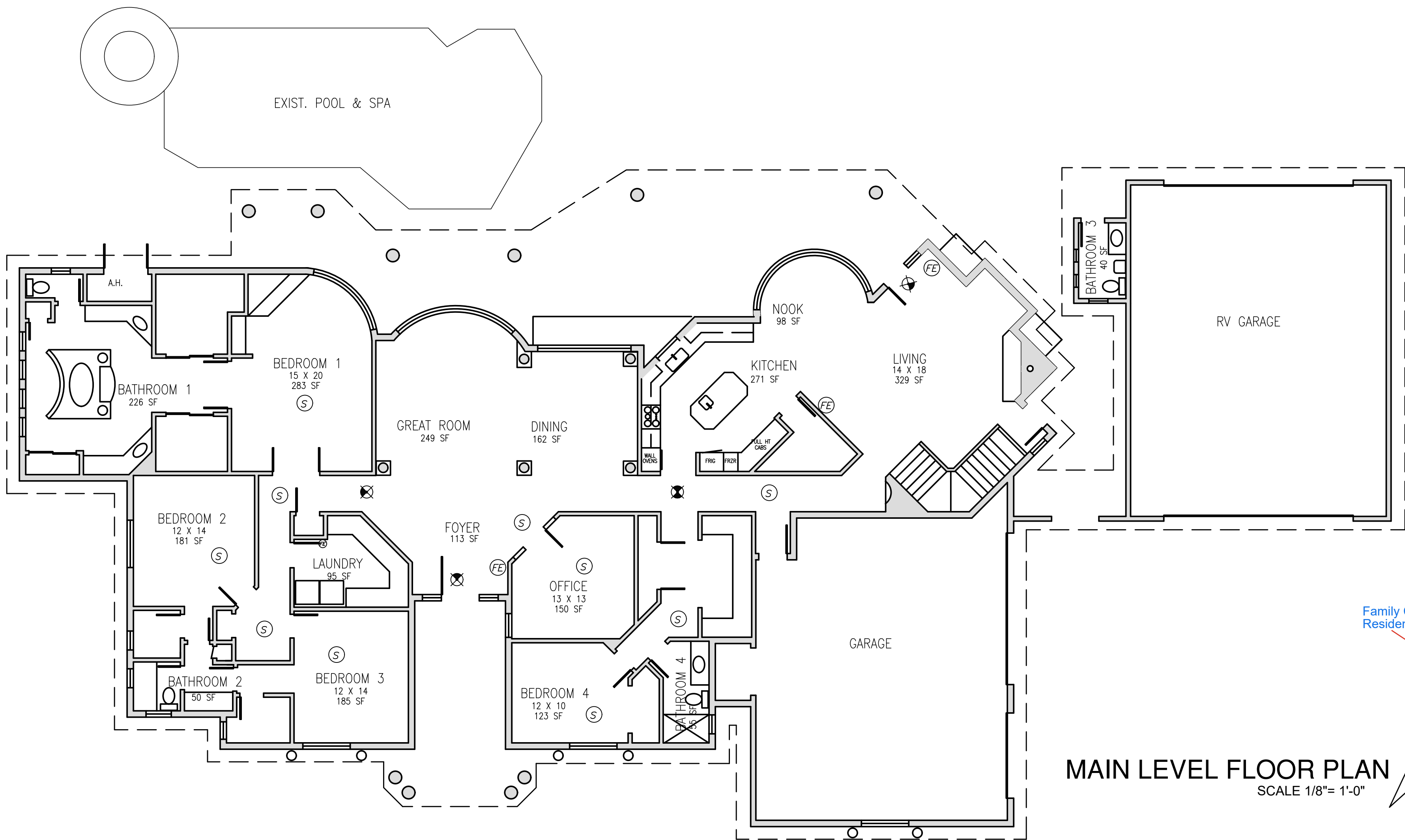


13 W. 1<sup>st</sup> Street  
P.O. Box 1466  
Mesa Arizona 85211-1466  
480.644.2101 Tel  
480.644.4460 Fax



JOB NO: 2425

for  
**GROUP HOME**  
LEGACY RECOVERY CENTER  
2338 E MINTON ST.  
MESA AZ 85213



MAIN LEVEL FLOOR PLAN  
SCALE 1/8"= 1'-0"



Family Community  
Residence

Revise the Fire Alarm Note on the floor plan to indicate a fire alarm system will be installed in a future permit.

PLAN SYMBOLS

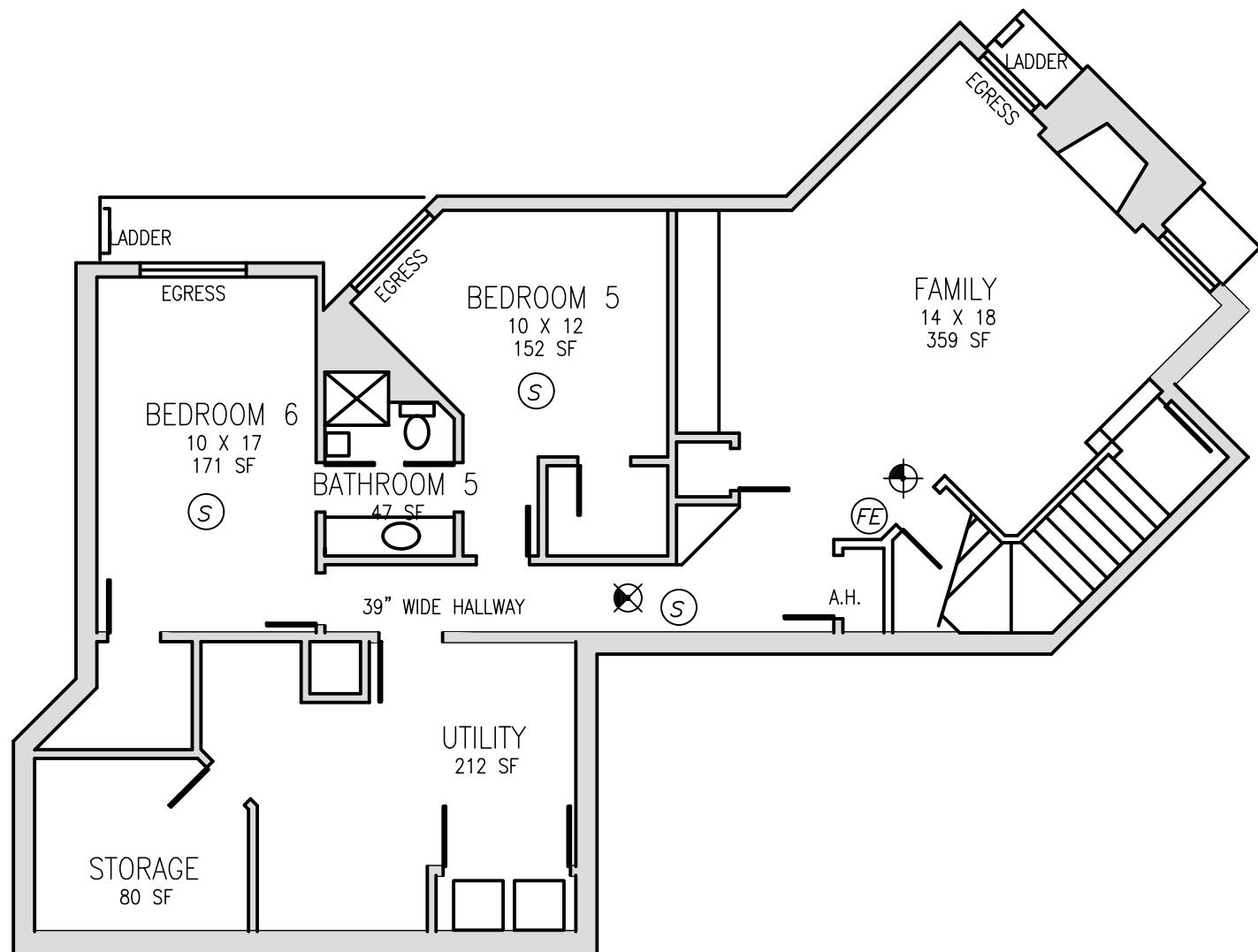
- ⊗ LIT EXIT SIGN
- FE 2A10BC FIRE EXTINGUISHER ON WALL CLIP  
- MAX TRAVEL DISTANCE= 75'
- S SMOKE DETECTORS

FIRE SPRINKLER NOTE

THIS FACILITY SHALL HAVE A SPRINKLER SYSTEM IN A FUTURE PERMIT. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING FIRE SPRINKLER PLANS TO CITY OF MESA PER MESA FIRE CODE 903.3.10

FIRE ALARM NOTE

THIS FACILITY SHALL HAVE A FIRE ALARM SYSTEM INSTALLED IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 907.



BASEMENT FLOOR PLAN  
SCALE 1/8"= 1'-0"



204 THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF ON POINT ARCHITECTURE, LLC. ANY USE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ON POINT ARCHITECTURE, LLC IS PROHIBITED.

DRAWING SCALES INDICATED ARE FOR REFERENCE ONLY AND ARE NOT INTENDED TO ACCURATELY REFLECT ACTUAL OR DESIGN CONDITIONS. WRITTEN DIMENSIONS SHALL GOVERN.

ALWAYS USE DIMENSIONS AS SHOWN. DRAWINGS ARE NOT TO BE SCALED.

DATE	ITEM
11/20/24	OWNER REVIEW


FLOOR PLAN  
FOR REFERENCE  
ONLY

DWG NO:

A2

## **EXHIBIT B**

**REVIEWED**

By PW at 02/04/2025 15:15:30

**APPROVED**

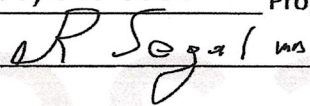
By CB at 02/05/2025 13:57:35

PMT24-21631

**Community Residence, Assisted Living, and Nursing and  
Convalescent Home Registration Application**Facility Name: Legacy Recovery CenterNumber of Residents: 10Fire Sprinklers Installed? ☒ Yes ☐ NoFacility's Address: 2338 E. Minton StreetCity: Mesa State: AZ Zip Code: 85213

Facility's Mailing Address, if different: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Facility's Phone Number: (936) 615-0981 Facility's E-Mail: richard@legacyrecoverycenter.comFacility's Operator: Richard Miller, CEO of Legacy Recovery Center, LLCOperator's Phone Number: (936) 615-0981 Operator's E-Mail: richard@legacyrecoverycenter.comProperty Owner (Print): Roland SegalProperty Owner's Address: 24745 S. Lindsay RoadCity: Chandler State: AZ Zip Code: 85249Property Owner's Phone Number: (936) 615-0981 Property Owner's E-Mail: drsegal@azforensicpsychiatry.comProperty Owner's Signature:  (owner authorization is required)

*The applicant has read and understands all rules and regulations of the City of Mesa; has physically inspected the site and verifies that the proposed site is in compliance with all applicable city, state and federal laws; and is responsible for the accuracy of all information provided in this application. Submittal of erroneous information, or failure to disclose any requested information may result in denial of application. Errors found after processing application may result in loss of registration, and removal of registered location from Mesa Map of Registered Community Residences.*

I affirm that the information presented in support of this registration is true and correct to the best of my knowledge:



Applicant's Signature

1/28/2025

Date

FYI -- Property is in the Single Residence-15 (RS-15) zoning district, meets the 1,200 foot separation requirement and is eligible to be a Registered Community Residence with a maximum of 10 residents.

**PMT24-21631**





## Occupancy Confirmation Worksheet

Residential Care – Non-Treatment (Assisted Living Facility/Behavioral Health/Foster/Group/Sober Living)

Property Address: 2338 E. Minton St., Mesa, Arizona

Facility Name: Legacy Recovery Center

Type of residential care Facility as licensed: Behavioral Health Home

Number of Care Residents (not including staff): 10

Is the home equipped with automatic fire sprinkler protection and attic protection monitored off site by a third party in accordance with [Mesa Fire Code](#)? Yes\* ☐ No ☒ \*If Yes, Provide a Current Third Party Fire Inspection Report.

Select the appropriate occupancy group, per [Mesa Building Code](#) and [Mesa Fire Code](#):

**R-5.** Residential Group R-5 occupancies where the occupants are primarily permanent in detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and their accessory structures conforming with the Mesa Residential Code. 24-hour care facility R-5 occupancies include:

- ☐ **R-5 Residential care/assisted living facility, with 5 or fewer residents**, all capable of self-preservation or responding to an emergency situation without physical assistance from staff. MBR 4-2-1 Section 310.6
- ☐ **R-5 Residential care/assisted living homes** including facilities providing directed care services, with 5 or fewer residents, any (persons) not capable of self-preservation or responding to an emergency situation without physical assistance from staff. Such assisted living homes shall be protected with automatic sprinkler systems in accordance with section 903.3 and a smoke alarm system in accordance with section 907.2.10.1.3. MBR 4-2-1 Section 310.6

**R-4** Residential Group R-4 occupancy for **more than five but not more than 10 persons** in care (per MZO 11-31-14), excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care (*custodial care includes persons receiving care who have the ability to respond to emergency situations and evacuate at a slower rate and/or who have mental and psychiatric complications*). R-4 includes, but is not limited to, the following: Alcohol and drug center, Assisted living facilities, Congregate care facilities, Group Home, Halfway Houses, Residential board and care facilities, Social rehabilitations.

☒ **R-4 Condition 1;** This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are capable of responding to an emergency situation to complete building evacuation. MBR 4-2-1 Section 310.5

☐ **R-4 Condition 2;** Residential care home with **6 to 10 residents** [per [Mesa Zoning Ordinance](#)], not including staff, all capable of self-preservation. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation. Automatic fire sprinklers with attic protection monitored by third party required. MBR 4-2-1 Section 310.5

**The applicant has read and understands all rules and regulations of the City of Mesa; has physically inspected the site and verifies that the proposed site is in compliance with all applicable city, state and federal laws; and is responsible for the accuracy of all information provided in this application. Submittal of erroneous information, or failure to disclose any requested information may result in denial of application. Errors found after processing application may result in loss of local jurisdiction approval. The applicant is confirming the true and correct occupancy for this facility.**

I affirm that the information presented in support of this registration is true and correct to the best of my knowledge:

Heather N. Dukes

11/22/2024

Applicant Printed Name

Applicant Signature

Date

PMT24-21631



## Property Owner's Authorization Signature Form

[www.mesaaz.gov/planning](http://www.mesaaz.gov/planning)  
480-644-2385

### Property Owner:

Ehab Abdallah and Roland Segal  
Name  
24745 S. Lindsay Road, Chandler, AZ 85249  
Address (Street, City, State, Zip Code)  
(936)615-0981  
Phone Number  
N/A  
Fax Number  
esabdallah07@gmail.com; drsegal@azforensicpsychiatry.com  
E-mail  
Signature: *[Signature]* Date: 11/18/24

### Applicant:

Heather N. Dukes of Dukes Law, PLLC  
Name  
5527 N. 25th Street, Phoenix, AZ 85016  
Address (Street, City, State, Zip Code)  
602-320-8866  
Phone Number  
N/A  
Fax Number  
hdukes@dukeslawaz.com  
E-mail  
Signature: *[Signature]* Date: 11/18/2024  
N/A  
Registration Number (required for professional registrants)

Address of Site: 2338 E. Minton Street, Mesa, AZ 85213

APN: 141-06-237

### Select Type of Request:

#### ☐ Administrative Review

- Minor Modifications/Changes to existing cases
- Desert Uplands Reviews
- Form Based Code /Zoning Clearance
- Land Division (Lot Splits)
- Historic Preservation (Certificate of Appropriateness)
- Medical Marijuana
- Wireless Communication Facilities (Cell Towers)

#### ☐ Planning & Zoning

- Rezone
- Pre-Plats
- Council Use Permits
- Development Unit Plans
- Site Plan Review/Modifications Special Use Permits
- Minor General Plan Amendments

#### ☐ Board of Adjustment

- Variances
- Substantial Conformance Improvement Permit (SCIP)
- Development Incentive Permit (DIP)
- Special Use Permits
- Wireless Communication Facilities (Cell Towers)

#### ☐ Design Review

#### ☐ Annexation

#### ☐ General Plan Amendment – Major

#### ☒ Community Residence [Residential Care Home]

#### ☐ Group Foster Care Home [DCS]

R-4 OCCUPANCY GROUP CONDITION 1. Community Residence Registration Application and Certificate of Occupancy for a residential care home operating as a Residential Behavioral Health Facility. Name: Legacy Recovery Center. Applicant requested 10, number of residents. MZO allows up to 10 residents, excluding staff. No skilled nursing services. 24-hour care. R-4 Occupancy Group Condition 1. MBC 310.5: This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are capable of responding to an emergency situation to complete building evacuation. No automatic fire sprinklers required. VB Construction. No construction work under this permit. No inspection required.

## DUKES LAW, PLLC

5527 N. 25<sup>th</sup> Street  
Phoenix, AZ 85016  
602.320.8866

### VIA EMAIL

Pamela Williams  
Charlotte Bridges  
CITY OF MESA  
Development Services Department  
55 N. Center Street  
Mesa, AZ 85211-1466

January 28, 2025

RE: 1<sup>st</sup> Revised Narrative for Family Community Residence Located at 2338 E. Minton Street,  
Mesa, AZ 85213 (Assessor Parcel Number 141-06-237) (the "Property")

Dear Ms. Williams and Ms. Bridges,

On behalf of my clients, Legacy Recovery Center, LLC, an Arizona limited liability company, ("Legacy" or the "Applicant") and the owners of the above-referenced Property, Roland Segal and Ehab Abdallah (the "Property Owners"), I am submitting this narrative in support of the enclosed community residence application for a behavioral health residence. The Property is comprised of approximately 0.48 acres within the RS-15 residential zoning district and has been developed with a large home offering 6 bedrooms and approximately 6,194 s.f. of livable space. The Property is being licensed as a behavioral health residential facility ("BHRF") with the Arizona Department of Health Services.

The following information is responsive to the City's request for a narrative describing the proposed family community residence:

- The name of the facility:
  - Legacy Recovery Center, LLC will be the license-holder and applicant.
- The type of Community Residence:
  - Family Community Residence specializing in residential behavioral health
- The number of residents:
  - Up to 10 residents:
- The age range of the residents
  - Adults (Typically 18 to 60 years old)

**PMT24-21631**



- **What Arizona State agency will be licensing this facility?**
  - The Arizona Department of Health Services will be licensing this residence as a behavioral health residential facility.
- **Indicate whether or not all residents are capable of recognizing and responding to emergency situations without assistance from staff.**
  - Yes, all residents are capable of recognizing and responding to emergency situations without assistance from staff. They are ambulatory and able to complete tasks and chores necessary to live as a family.
- **Does the residence have fire sprinklers?**
  - Yes
- **Explain what services are provided at the facility.**
  - The residents at the property are in treatment/recovery for substance and alcohol use, with some residents seeking treatment for co-occurring behavioral health issues (i.e. depression, anxiety). The only individuals receiving treatment at the location will be the 10 individuals approved to occupy the home. Legacy's housing replicates a family environment in the look and feel of the home. Residents at Legacy are not adjudicated, and they come to the program of their own free will to seek help with behavioral health issues. Clinical services provided on-site include resident assessments, individual therapy, and group therapy. The therapists and house managers will also assist with teaching life skills such as cooking and cleaning, resume building, and employer interview coaching.
  - No medical or treatment services will be provided at the Property that would not typically occur in a residential setting. A nursing assessment and vitals check are completed upon intake, but those are the only medical services provided at the location. No detoxification will occur on-site.
  - The residents live in a family environment and emulate a family. They go grocery shopping, cook, clean and complete chores together. They hold each other accountable and support one another.
- **Explain how the residents are supervised at the facility.**
  - The residence will be staffed at all hours. No staff live on-site. There will be a total of 6-7 staff members with staggered shifts, as follows:
    - A house manager who will be scheduled in shifts throughout the week.
    - A licensed therapist who will provide individual and group therapy intermittently on weekdays (Monday through Friday).
    - A staff member to coordinate transportation for resident appointments and to provide support to residents in the event the house manager is busy helping another resident.
    - A registered, on-call nurse,
    - A program director, and

**PMT24-21631**

- Richard Miller, CEO and Member of Legacy Recovery Center, LLC.
- Typically, a max of 2-3 staff members will be on-site between 8 a.m. and 4 p.m. Approximately 2 staff members will be on-site after hours.
- **Length of Residency**
  - There is no maximum or minimum time period that residents may live at the home. Some residents may live there for 3-6 months while others may choose to live there for longer than a year.
- **Vehicles**
  - Residents living in the community residence do not have their own vehicles on-site. Legacy staff will provide transportation to residents with a company vehicle.
- **Visitors**
  - Visitors at the location will be allowed in the evenings from 4 to 8 pm during the week, and weekends from 4 to 9 pm. Legacy allows up to 2 adult visitors per resident, with one-hour time slots. The visitors are staggered so that only 2 to 3 residents have visitors on-site at any given time.
- **Contact Information for Person Responsible for Facility**
  - **Contact Name:** Richard Miller, CEO and Member
  - **Mailing Address:** LEGACY RECOVERY CENTER  
24745 S. Lindsay Road  
Chandler, AZ 85249
  - **Email Address:** richard@legacyrecoverycenter.com
  - **Phone No.:** (936) 615-0981

If you need any additional information or documentation to process this request, please do not hesitate to contact me at the email address or phone number below. Thank you.

Very truly yours,

*/s/ Heather N. Dukes*

**Heather N. Dukes, Esq.**

602.320.8866 | hdukes@dukeslawaz.com

Enclosures

**PMT24-21631**

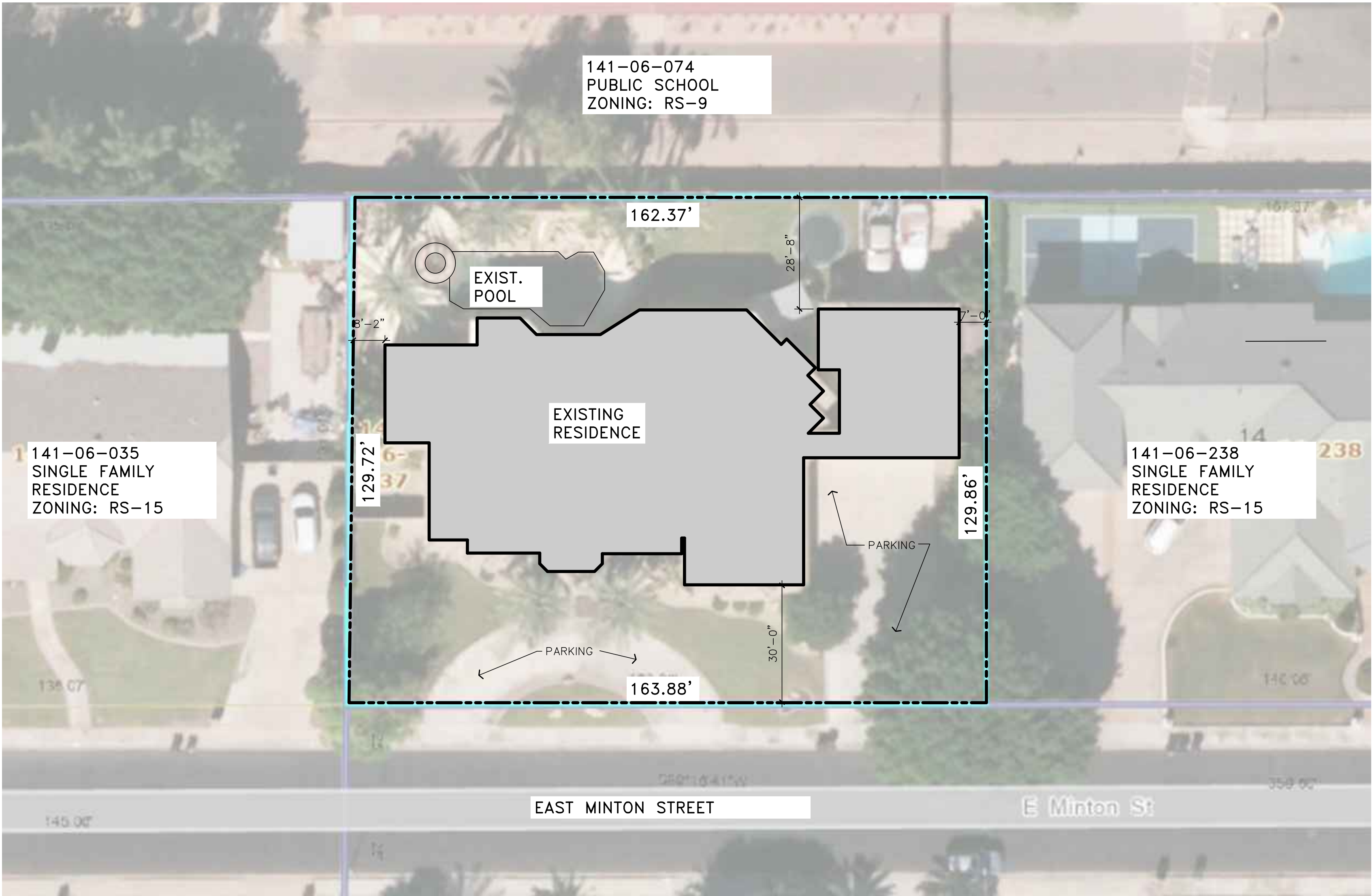
PROJECT DATA AND STATISTICS	BUILDING CODE DATA	PROJECT DESCRIPTION
<div>SITE ADDRESS: 2338 E MINTON, MESA, ARIZONA 85213</div> <div>PARCEL NUMBER: 141-06-237</div> <div>EXISTING ZONING: RS-15</div> <div>EXISTING USE: SINGLE FAMILY RESIDENTIAL</div> <div>PROPOSED USE: FAMILY COMMUNITY RESIDENCE</div> <div>ADJACENT ZONING DISTRICTS:<div>WEST: RS-15</div><div>NORTH: RS-9</div><div>EAST: RS-15</div><div>SOUTH: RS-15</div></div> <div>LOT SIZE &amp; SITE DIMENSIONS: 21,073 SF (0.48 ACRES)</div>	<div>APPLICABLE BUILDING CODES:<div>2018 IRC</div><div>2018 IECC</div><div>CITY OF MESA AMENDMENTS</div></div> <div>BUILDING AREAS:<div>TOTAL EXISTING LIVABLE BUILDING AREA: 6194 SF</div><div>TOTAL NON-LIABLE BUILDING AREA: 2180 SF</div><div>TOTAL COVERED PATIO AREA: 991 SF</div></div> <div>ALLOWABLE AREA:<div>CONSTRUCTION TYPE: TYPE V-B</div><div>OCCUPANCY : R-4</div></div> <div>OCCUPANCY COUNT:<div>10 RESIDENTS</div></div>	<div>CONVERT A SINGLE FAMILY RESIDENCE TO A FAMILY COMMUNITY RESIDENCE WITH A BEHAVIORAL HEALTH RESIDENTIAL FACILITY LICENSE TO BE ISSUED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES.</div> <div>ARCHITECT INFO<div>ARCHITECT: ON POINT ARCHITECTURE, LLC.<div>NICOLE POSTEN, RA</div><div>1152 E GREENWAY ST., STE 5</div><div>MESA, ARIZONA 85203</div></div></div>



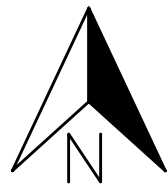
1152 E GREENWAY ST. SUITE 5  
MESA, ARIZONA 85203  
WWW.ONPOINTARCHITECTURE.COM  
PHONE: (480) 227-5259



JOB NO: 2425



SITE PLAN  
SCALE: 1"= 20'



FAMILY COMMUNITY RESIDENCE  
for  
LEGACY RECOVERY CENTER  
2338 E MINTON ST.  
MESA, AZ 85213

NOTES:  
1. THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF ON POINT ARCHITECTURE, LLC. ANY USE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ON POINT ARCHITECTURE, LLC IS PROHIBITED.  
2. DRAWING SCALES INDICATED ARE FOR REFERENCE ONLY AND ARE NOT INTENDED TO ACCURATELY REFLECT ACTUAL OR DESIGN CONDITIONS. WRITTEN DIMENSIONS SHALL GOVERN.  
3. ALWAYS USE DIMENSIONS AS SHOWN. DRAWINGS ARE NOT TO BE SCALED.

DATE	ITEM
11/20/24	OWNER REVIEW

SITE PLAN  
FOR REFERENCE  
ONLY

DWG NO:

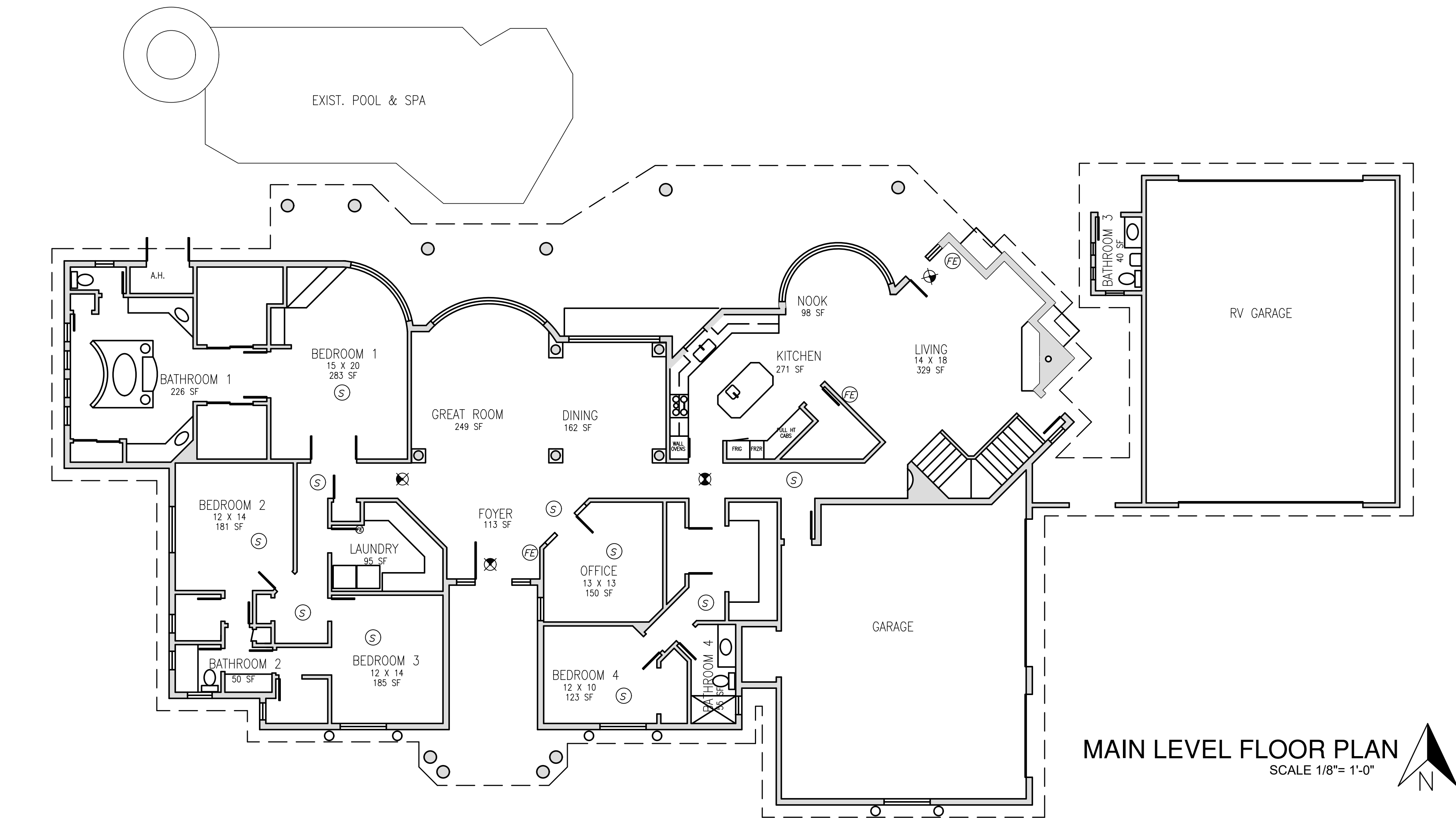
A1  
PMT24-21631





JOB NO: 2425

FAMILY COMMUNITY RESIDENCE  
for  
LEGACY RECOVERY CENTER  
2338 E MINTON ST.  
MESA AZ 85213



MAIN LEVEL FLOOR PLAN  
SCALE 1/8"= 1'-0"

PLAN SYMBOLS

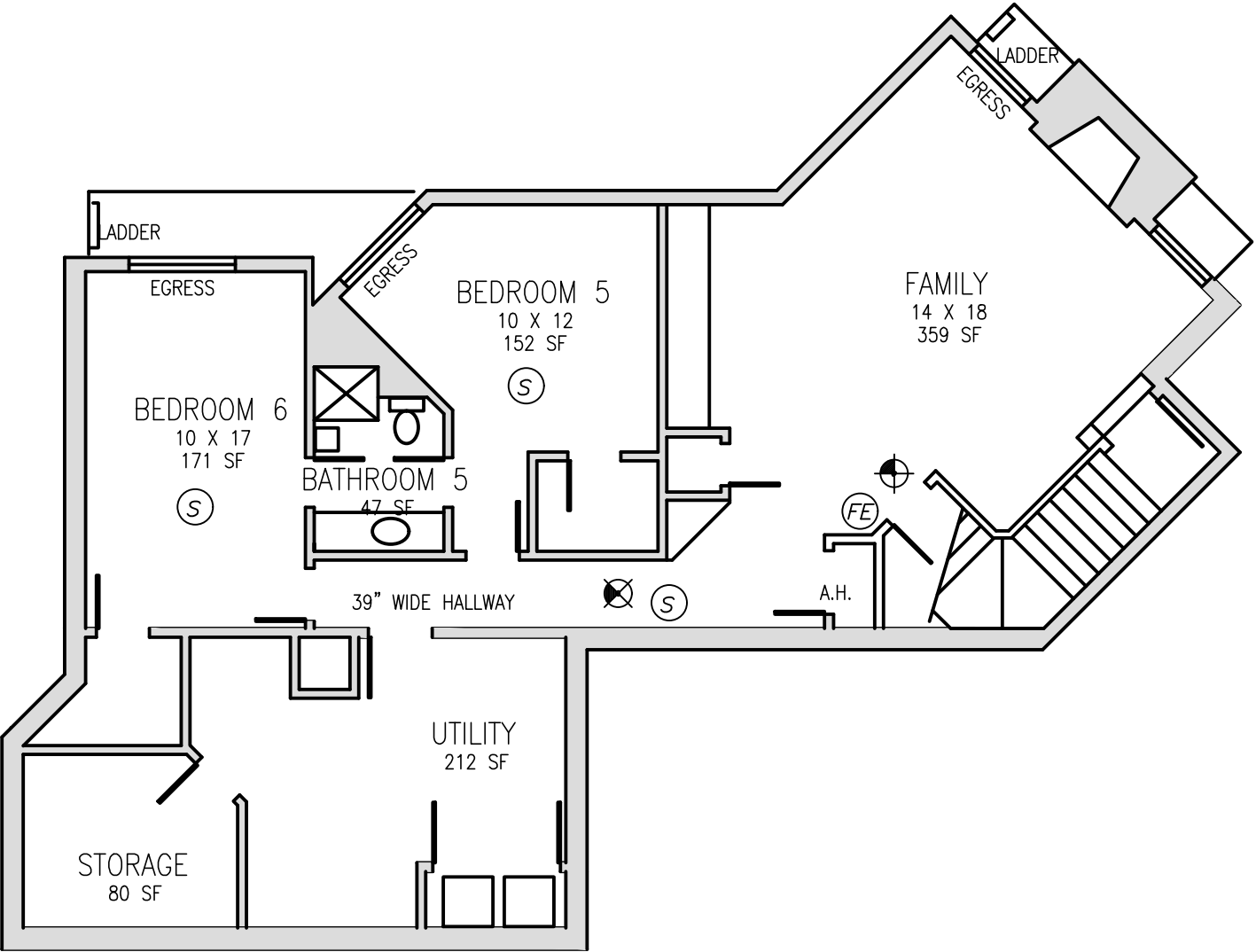
LIT EXIT SIGN

2A10BC FIRE EXTINGUISHER ON WALL CLIP  
- MAX TRAVEL DISTANCE= 75'

SMOKE DETECTORS

FIRE SPRINKLER NOTE

THIS RESIDENCE HAS AN EXISTING AUTOMATIC FIRE SPRINKLER SYSTEM.



BASEMENT FLOOR PLAN  
SCALE 1/8"= 1'-0"

2024 THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF ONPOINT ARCHITECTURE, LLC. ANY USE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ONPOINT ARCHITECTURE, LLC IS PROHIBITED.

DRAWING SCALES INDICATED ARE FOR REFERENCE ONLY AND ARE NOT INTENDED TO ACCURATELY REFLECT ACTUAL OR DESIGN CONDITIONS. WRITTEN DIMENSIONS SHALL GOVERN.

ALWAYS USE DIMENSIONS AS SHOWN. DRAWINGS ARE NOT TO BE SCALED.

DATE	ITEM
11/20/24	OWNER REVIEW


FLOOR PLAN  
FOR REFERENCE  
ONLY

DWG NO:

A2

## ARTICLES OF ORGANIZATION

### OF LIMITED LIABILITY COMPANY

#### ENTITY INFORMATION

**ENTITY NAME:** LEGACY RECOVERY CENTER, LLC  
**ENTITY ID:** 23282452  
**ENTITY TYPE:** Domestic LLC  
**EFFECTIVE DATE:** 10/08/2021  
**CHARACTER OF BUSINESS:** Health Care and Social Assistance  
**MANAGEMENT STRUCTURE:** Member-Managed  
**PERIOD OF DURATION:** Perpetual  
**PROFESSIONAL SERVICES:** N/A

#### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** Ehab S. Abdallah  
**PHYSICAL ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85262  
**MAILING ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85262

#### PRINCIPAL ADDRESS

4666 E. Redfield Road, GILBERT, AZ 85234

#### PRINCIPALS

Member: Ehab S. Abdallah - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA -  
esabdallah07@gmail.com - Date of Taking Office:

Member: Richard Cullen Miller - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA -  
rcm6113@gmail.com - Date of Taking Office:

Member: Roland Segal - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA -  
drsegal@azforensicpsychiatry.com - Date of Taking Office:

#### ORGANIZERS

Ehab S. Abdallah: 10840 E Scopa TRL, SCOTTSDALE, AZ, 85262, USA, esabdallah07@gmail.com

Richard Cullen Miller: 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA, rcm6113@gmail.com

Roland Segal: 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA, drsegal@azforensicpsychiatry.com

#### SIGNATURES

Organizer: Ehab S. Abdallah - 10/08/2021

Organizer: Richard Cullen Miller - 10/08/2021

Organizer: Roland Segal - 10/08/2021

**PMT24-21631**

# ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

## LIMITED LIABILITY COMPANY

### ENTITY INFORMATION

**ENTITY NAME:** LEGACY RECOVERY CENTER, LLC  
**ENTITY ID:** 23282452  
**ENTITY TYPE:** Domestic LLC  
**PERIOD OF DURATION:** Perpetual  
**PROFESSIONAL SERVICES:**  
**CHARACTER OF BUSINESS:** Health Care and Social Assistance  
**MANAGEMENT STRUCTURE:** Member-Managed

**FORMER ENTITY NAME** No name change

### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** Ehab S. Abdallah  
**PHYSICAL ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85262  
**MAILING ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85262

### KNOWN PLACE OF BUSINESS

4666 E. Redfield Road, GILBERT, AZ 85234

### PRINCIPALS

Member: Andy Bennett - 8350 E. Raintree Dr., Suite 130, SCOTTSDALE, AZ, 85259, USA - - Date of Taking Office:

Member: Ehab S. Abdallah - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA - esabdallah07@gmail.com - Date of Taking Office:

Member: Richard Cullen Miller - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA - rcm6113@gmail.com - Date of Taking Office:

Member: Roland Segal - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85259, USA - drsegal@azforensicpsychiatry.com - Date of Taking Office:

### SIGNATURE

Member: Ehab S. Abdallah - 01/10/2022

PMT24-21631

TEXT OF AMENDMENT  
FOR  
LEGACY RECOVERY CENTER, LLC

The Articles of Organization for Legacy Recovery Center, LLC, are amended to add Andy Bennett, 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85259, as a member.

Ehab S. Abdallah  
Ehab S. Abdallah, Member

# ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

## LIMITED LIABILITY COMPANY

### ENTITY INFORMATION

**ENTITY NAME:** LEGACY RECOVERY CENTER, LLC  
**ENTITY ID:** 23282452  
**ENTITY TYPE:** Domestic LLC  
**PERIOD OF DURATION:** Perpetual  
**PROFESSIONAL SERVICES:**  
**CHARACTER OF BUSINESS:** Health Care and Social Assistance  
**MANAGEMENT STRUCTURE:** Member-Managed

**FORMER ENTITY NAME** No name change

### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** Ehab S. Abdallah  
**PHYSICAL ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85260  
**MAILING ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85260

### KNOWN PLACE OF BUSINESS

24745 S. Lindsay Road, CHANDLER, AZ 85249

### PRINCIPALS

Member: Ehab S. Abdallah - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85260, USA -  
esabdallah07@gmail.com - Date of Taking Office:

Member: John Bennett - 8350 E. Raintree Dr., Suite 130, SCOTTSDALE, AZ, 85260, USA - - Date of Taking  
Office:

Member: Richard Cullen Miller - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85260, USA -  
rcm6113@gmail.com - Date of Taking Office:

Member: Roland Segal - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85260, USA -  
drsegal@azforensicpsychiatry.com - Date of Taking Office:

### SIGNATURE

Member: Ehab S. Abdallah - 03/31/2022

PMT24-21631



TEXT OF AMENDMENT  
FOR  
LEGACY RECOVERY CENTER, LLC

The Articles of Organization for Legacy Recovery Center, LLC, are amended to:

1. Change the street and mailing address of the statutory agent, Ehab S. Abdallah, from 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85262, to 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85260;
2. Change the address of member, Ehab S. Abdallah, from 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85259, to 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85260;
3. Change the address of member, Richard Cullen Miller, from 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85259, to 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85260;
4. Change the address of member, Roland Segal, from 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85259, to 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85260;
5. Change the name and address of member, Andy Bennett, from Andy Bennett, 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85259, to John Bennett, 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85260;
6. Change the address of the LLC's known place of business from 4666 E. Redfield Road, Gilbert, Arizona 85234, to 24745 S. Lindsay Road, Chandler, Arizona 85249.

Ehab S. Abdallah

Ehab S. Abdallah, Member

# ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

## LIMITED LIABILITY COMPANY

### ENTITY INFORMATION

**ENTITY NAME:** LEGACY RECOVERY CENTER, LLC  
**ENTITY ID:** 23282452  
**ENTITY TYPE:** Domestic LLC  
**PERIOD OF DURATION:** Perpetual  
**PROFESSIONAL SERVICES:**  
**CHARACTER OF BUSINESS:** Health Care and Social Assistance  
**MANAGEMENT STRUCTURE:** Member-Managed

**FORMER ENTITY NAME** No name change

### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** Ehab S. Abdallah  
**PHYSICAL ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85260  
**MAILING ADDRESS:** 8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85260

### KNOWN PLACE OF BUSINESS

24745 S. Lindsay Road, CHANDLER, AZ 85249

### PRINCIPALS

Member: Ehab S. Abdallah - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85260, USA -  
esabdallah07@gmail.com - Date of Taking Office:

Member: Richard Cullen Miller - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85260, USA -  
rcm6113@gmail.com - Date of Taking Office:

Member: Roland Segal - 8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85260, USA -  
drsegal@azforensicpsychiatry.com - Date of Taking Office:

### SIGNATURE

Member: Ehab S. Abdallah - 08/05/2024

PMT24-21631

TEXT OF AMENDMENT  
FOR  
LEGACY RECOVERY CENTER, LLC

The Articles of Organization for Legacy Recovery Center, LLC, are amended to remove John Bennett, 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85260, as a member.

Ehab S. Abdallah  
Ehab S. Abdallah, Member



ARIZONA FIRE SYSTEMS  
2098 S. SAILOR WAY  
GILBERT, AZ 85295  
602-714-0801  
[chad@arizonafiresystems.com](mailto:chad@arizonafiresystems.com)  
ROC # C16 310827



# Annual Fire Sprinkler Report

## CUSTOMER INFORMATION

Legacy Recovery Center  
2338 E Minton St.  
Mesa, AZ 85213  
Phone 936-615-0981 /  
E-mail [rcm6113@gmail.com](mailto:rcm6113@gmail.com)  
Customer # Ticket #  
Date January 24th, 2025  
Next Insp. January 1, 2026

### SYSTEM INFORMATION

System # 1  
Location Garage Access Hatch  
Mfg/Size Residential / 1"  
System Type

### SYSTEM TEST & CONDITION

Main control valve exercised and is in good condition? Type: Ball Valve Yes  
Alarm Valve Internally Inspected? N/A  
Main waterflow switch operating properly? Yes  
Set @ Low Trip @ 2 Sec.  
Main tamper switch operating properly? N/A  
Local alarm operating properly? Yes  
ITV Location At Riser  
All visible piping and heads free of rust, dust, corrosion and leaks? Yes  
All visible hangers and bracing in good condition? Yes  
Sprinkler coverage acceptable? Yes  
FDC has caps/plugs, is working properly, unobstructed & correct threads? N/A  
Spare head box present & complete? Yes  
Missing?  
Flow Test System gauge's MFG Date: 11/22/22  
Pressure Before Residual After  
100 / N/A 80 100

### SYSTEM INFORMATION

System # 2  
Location  
Mfg/Size  
System Type

### SYSTEM TEST & CONDITION

Main control valve exercised and is in good condition? Type:                       
Alarm Valve Internally Inspected?  
Main waterflow switch operating properly? Set @            Trip @            Sec.  
Main tamper switch operating properly?  
Local alarm operating properly?  
ITV Location                       
All visible piping and heads free of rust, dust, corrosion and leaks?  
All visible hangers and bracing in good condition?  
Sprinkler coverage acceptable?  
FDC has caps/plugs, is working properly, unobstructed & correct threads?  
Spare head box present & complete? Missing?  
Flow Test System gauge's MFG Date:                       
Pressure Before Residual After  
          /                                

### Comments:

Found two sprinkler heads in basement room which were taped for painting purposes. Tape was removed.  
Provided to customer spare head box and wrench. Customer had spare heads from another location to fill box.

**CERTIFICATION OF SYSTEM OPERATION** All operational features and functions of this system were tested this service in accordance with the NFPA 25 as well as local AHJ requirements and was found to be: Passing

PMT24-21631

## **EXHIBIT C**



## Certificate of Occupancy Building Safety Division

This Certificate is issued pursuant to the requirements of the Mesa Administrative Code, Section 4-1-6 (B), which became effective February 10, 2019, certifying that on this date the structure and site listed below is in compliance with said Code ( International Codes) and with Title XI, of the Mesa City Code entitled "Zoning" and with the various ordinances of the City regulating building construction and use insofar as ascertained by the undersigned:

Building Permit #: PMT24-21631  
Owner's Name: Roland Segal and Ehab Abdallah  
Owner's Address: 24745 S. Lindsay Road, Chandler, AZ, 85249  
Project Address: 2338 E MINTON ST, MESA, AZ 85213  
Project Name: Legacy Recovery Center

OCCUPANCY:	Occupancy Group	Constr Type	Sq Ft	Occ Load
	R-4 Residential Care/Assisted Living	VB	5194	
	Total SQ FT :			5194

Zoning District: RS-15

Special Stipulations/Conditions: R-4 Condition 1  
No Fire Sprinklers Required  
Approved for up to 10 Residents Excluding Staff

Deputy Director/Building Official: John Sheffer

Date: 02/06/2025

ANY ALTERATIONS OR CHANGES TO THE OCCUPANCY ABOVE SHALL VOID THIS CERTIFICATE.  
POST AND MAINTAIN THIS CERTIFICATE IN A CONSPICUOUS PLACE.

## **EXHIBIT D**



ARIZONA DEPARTMENT  
OF HEALTH SERVICES

**LEGACY RECOVERY CENTER, LLC**  
Legacy Recovery Center  
2338 East Minton Street  
Mesa, AZ 85213

The facility above is licensed to operate as a(n) Behavioral Health Residential Facility. This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised Statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**License Number:** BHRF20001  
**Effective Date:** March 27, 2025  
**Expiration Date:** March 26, 2026  
**Total Capacity:** 10

**HEALTH AND WELLNESS FOR ALL ARIZONANS**

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION  
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED  
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

Recommended By: Tiffany Slater, Bureau Chief

Issued By: Tom Salow, Assistant Director





ARIZONA DEPARTMENT  
OF HEALTH SERVICES

**LEGACY RECOVERY CENTER, LLC**  
Legacy Recovery Center  
2338 East Minton Street  
Mesa, AZ 85213  
**Facility Services**

Services for Individuals 18 Years of Age and Older - Residential

Recommended By: Tiffany Slater, Bureau Chief

Issued By: Tom Salow, Assistant Director

## **EXHIBIT E**

# **Company Documents**



## ENTITY INFORMATION

Search Date and Time: 11/25/2024 9:33:49 PM

## Entity Details

Entity Name:	LEGACY RECOVERY CENTER, LLC	Entity ID:	23282452
Entity Type:	Domestic LLC	Entity Status:	Active
Formation Date:	10/8/2021	Reason for Status:	In Good Standing
Approval Date:	10/13/2021	Status Date:	10/8/2021
Original Incorporation Date:	10/8/2021	Life Period:	Perpetual
Business Type:	Health Care and Social Assistance	Last Annual Report Filed:	
Domicile State:	Arizona	Annual Report Due Date:	
		Years Due:	
Original Publish Date:			

## Statutory Agent Information

Name:	Ehab S. Abdallah	Appointed Status:	Active 10/13/2021
Attention:			
Address:	8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85280, USA		
Agent Last Updated:	8/9/2024	E-mail:	
Attention:		Mailing Address:	8350 E Raintree Dr. Suite 130, SCOTTSDALE, AZ 85280, USA
County:	Maricopa		

## Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Member	Ehab S. Abdallah		8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85280, Maricopa County, USA		4/5/2022
Member	Richard Cullen Miller		8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85280, Maricopa County, USA		4/5/2022
Member	Roland Segal		8350 E Raintree Dr Suite 130, SCOTTSDALE, AZ, 85280, Maricopa County, USA		4/5/2022

Page 1 of 1, records 1 to 3 of 3

## Address ?

Attention:	Address: 24745 S. Lindsay Road, CHANDLER, AZ, 85249, USA	County: Maricopa	Last Updated: 8/9/2024
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## Entity Principal Office Address

Attention:	Address:	County:	Last Updated:
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Back

Return to Search

Return to Results

Document History

Name/Restructuring History

Pending Documents

Microfilm History



**Department of the Treasury**  
**Internal Revenue Service**  
**Ogden, UT 84201**

In reply refer to: 0444989485  
Jan 13, 2023 LTR 147C  
87-3847041

LEGACY RECOVERY CENTER  
RICHARD C MILLER SR MBR  
4366 E REDFIELD RD  
GILBERT AZ 85234-0000 000

Taxpayer Identification Number: 87-3847041

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of January 13th, 2023.

Your Employer Identification Number (EIN) is 87-3847041. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Lou Montoya  
1001772308  
Customer Service Representative

**AMENDED OPERATING AGREEMENT**  
**OF**  
**LEGACY RECOVERY CENTER, LLC**  
**AN ARIZONA LIMITED LIABILITY COMPANY**

THIS AMENDED OPERATING AGREEMENT ("Agreement") is entered into the 7  
day of August, 2024, by the following:

1. Roland Segal
2. Ehab S. Abdallah
3. Richard Cullen Miller

hereinafter, ("Members" or "Parties").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, contract and agree as follows:

**ARTICLE I**  
**FORMATION OF LIMITED LIABILITY COMPANY**

1. Formation of LLC. The Members formed an Arizona limited liability company named Legacy Recovery Center, LLC ("LLC"). The operation of the LLC shall be governed by the terms of this Agreement and the applicable laws of the State of Arizona relating to the formation, operation and taxation of an LLC, including the Arizona Limited Liability Company Act (Arizona Revised Statutes, Title 29, Chapter 7) hereinafter referred to as the "Act". To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Act and this Agreement.

2. Articles or Organization. The Members filed Articles of Organization ("Articles") for record in the office of the Arizona Corporation Commission on October 8, 2021, thereby creating the LLC.

3. Business. The business of the LLC is the operation of a residential rehabilitation and recovery center and any and all other things necessary, desirable or incidental thereto. The LLC may sell or otherwise dispose of all or substantially all of its assets, subject to any restrictions set out in this Agreement, and any such sale or disposition shall be considered to be within the scope of the LLC's business.

4. Registered Office and Registered Agent. The place of business and registered office of the LLC shall be 4666 E. Redfield Road, Gilbert, Arizona 85234. The registered agent shall be

Ehab S. Abdallah, 8350 E. Raintree Dr., Suite 130, Scottsdale, Arizona 85262. The Members may change the LLC addresses and/or registered agent from time to time.

5. Duration. The LLC will commence business as of the date the Members contribute their capital investment in the LLC and will continue in perpetuity.

6. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

## **ARTICLE II MEMBERS**

7. Members. The Members of the LLC, their initial capital contributions, and their percentage interest in the LLC are:

<u>Initial Members</u>	<u>Percentage Interest in LLC</u>	<u>Capital Contribution</u>
Roland Segal	34.83%	\$290,000.00
Ehab S. Abdallah	34.83%	\$290,000.00
Richard Cullen Miller	30.33%	\$165,000.00

8. Additional Members. New members may be admitted only upon the consent of a majority of the Members and upon compliance with the provisions of this agreement.

## **ARTICLE III MANAGEMENT**

9. Management. The Members hereby delegate the management of the LLC to the Members, subject to the limitations set out in this agreement. Richard Cullen Miller will serve as Chief Executive Officer (“CEO”) on a full-time basis and be responsible for the overall management and marketing of the LLC. Ehab S. Abdallah will serve as Chief Financial Officer (“CFO”) on a part-time basis and be responsible for the financials of the LLC. Roland Segal will serve as Chief Medical Officer (“CMO”) on a part-time basis and be responsible for the clinical services provided by the LLC.

- (a) Removal. Any officer or agent may be removed by a majority of the Members whenever they decide that the best interests of the LLC would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- (b) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

- (c) Salaries. Officers' salaries shall be established by a majority vote of the Members, but shall not commence until the LLC becomes profitable with three months reserves of monthly net operating expenses.

10. Member Only Powers. Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber any real estate owned by the LLC, or (b) incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$1,000.00.

#### **ARTICLE IV CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS**

11. Interest of Members. Each Member shall own a percentage interest (sometimes referred to as a share) in the LLC. The Member's percentage interest shall be based on the amount of cash or other property that the Member has contributed to the LLC and that percentage interest shall control the Member's share of the profits, losses, and distributions of the LLC.

12. Contributions. The initial contributions and initial percentage interest of the Members are as set out in this Agreement.

13. Additional Contributions. Only a majority of the Members of the LLC may call on the Members to make additional cash contributions as may be necessary to carry on the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the percentage interest of each Member will be adjusted accordingly.

14. Record of Contributions/Percentage Interests. This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.

15. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

16. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members, except that no distributions shall be made until the LLC becomes profitable with three months reserves. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

17. Change in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.



## **ARTICLE V VOTING; CONSENT TO ACTION**

18. Voting by Members. Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage interest.

19. Majority Required. Except as otherwise required, a majority of the Members, based upon their percentage ownership, is required for any action.

20. Meetings - Written Consent. Action of the Members may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members. Action without a meeting may be evidenced by a written consent signed by a majority of the Members.

21. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the LLC, or, if Managers were selected, by any Manager of the LLC.

22. Majority Defined. As used throughout this agreement the term "Majority" of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action.

## **ARTICLE VI DUTIES AND LIMITATION OF LIABILITY MEMBERS, OFFICERS AND PERSONS SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION**

23. Duties of Members: Limitation of Liability. The Members and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or officer shall have any liability to the LLC or any other Member by reason of being or having been a Member or officer. No Member or officer shall be liable to the LLC or to any other Member or officer for any loss or damage sustained by the LLC or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.

24. Members Have No Exclusive Duty to LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. Members may have other business interests and may participate in other investments or activities in addition to those relating to the LLC. Neither the LLC nor any other Member shall have any right, by virtue of this Agreement, to share or participate in another member's business interests, investments or activities or the income or proceeds derived therefrom. No Member shall incur liability to the LLC or to any other Member by reason of participating in any such other business, investment or activity.

25. Protection of Members and Officers.

(a) As used herein, the term "Protected Party" refers to the Members and officers of the Company.

- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:
  - (i) the provisions of this Agreement;
  - (ii) the records of the LLC; and/or
  - (iii) such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the LLC or any other fact pertinent to the existence and amount of assets from which distributions to Members might properly be paid.
- c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.
- d) Whenever this Agreement permits or requires a Protected Party to make a decision in its "discretion" or under a grant of similar authority or latitude, the Protected Party shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the LLC or any other Person.
- e) Whenever this Agreement permits or requires a Protected Party to make a decision using a "good faith" or under another express standard, the Protected Party shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

26. Indemnification and Insurance.

(a) Right to Indemnification.

- (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the LLC, shall be indemnified and held harmless by the LLC.
- (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to

believe that the act or omission was lawful, shall be indemnified and held harmless by the LLC.

- (b) Advancement of Expenses. Expenses (including attorney's fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceeding's final disposition. Should the indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or officer.
- (c) Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members and officers are expressly authorized to adopt and enter into indemnification agreements for Members, officers and advisory committee members.
- (d) Insurance. The Members may cause the LLC to purchase and maintain insurance for the LLC, for its Members and officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.
- (e) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

27. Duties of Persons Serving on Advisory Committees; Limitation of Liability; Indemnification. The Members shall have the right to form advisory committees. Persons serving on an advisory committee, whether or not a Member or officer, shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person serving on an advisory committee shall not have any liability to the LLC or to any Member or officer for any loss or damage sustained by the LLC or any Member or officer unless the loss or damage was the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by such person.

## **ARTICLE VII DISSOCIATION OF MEMBER**

28. Dissociation. A Member is dissociated as a member upon the occurrence of one or more of the following events:

- (a) A Member provides notice of withdrawal to the LLC thirty (30) days in advance of the withdrawal date. Withdrawal by a Member is not a breach of this Agreement.

(b) A Member assigns all of his/her interest to a third party.

(c) A Member dies.

(d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.

(e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.

(f) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(g) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the Members.

(h) If within ninety (90) days after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the Members.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

29. Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

**ARTICLE VIII**  
**RESTRICTIONS ON TRANSFERABILITY OF LLC INTEREST;**  
**SALE OF INTEREST**

30. LLC Interest. The LLC interest is personal property. A Member has no interest in property owned by the LLC.

31. Encumbrance. A Member can encumber his LLC interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

32. Sale of Interest. A Member can sell his LLC interest only as follows:

(a) If a Member desires to sell his/her interest, in whole or in part, he/she shall give written notice to the LLC of his desire to sell all or part of his/her interest and must first offer the interest to the LLC. The price of the offered interest shall be equal to the selling Member's initial capital contribution. The decision to buy shall be made by the majority vote of the other Members. To the extent the LLC does not buy the offered interest of the selling Member, the other Members shall have the option to buy the offered interest at the same sale price. To the extent the LLC or the other Members do not buy the offered interest, the selling Member can then assign the interest to a non-member for the same sale price.

(b) A non-member purchaser of a Member's interest cannot exercise any rights of a Member unless all of the non-selling Members consent to the purchaser becoming a Member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which the selling Member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser, by purchasing the selling Member's interest, agrees to be subject to all the terms of this Agreement as if the purchaser were a Member.

**ARTICLE IX**  
**OBLIGATION TO SELL ON A DISSOCIATION**  
**EVENT CONCERNING A MEMBER**

33. Dissociation. Except as otherwise provided in this Agreement, upon the occurrence of a dissociation event with respect to a Member, the LLC and Members have the option to purchase the dissociated Member's interest in the same manner as provided in ARTICLE VIII and as if the dissociated Member had notified the LLC of the desire to sell the interest. The date the LLC received the notice as provided in ARTICLE VIII triggering the option shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

## **ARTICLE X DISSOLUTION**

34. Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members.

35. Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

## **ARTICLE XI TAX MATTERS**

36. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code and the applicable regulations thereunder.

37. Partnership Representative. The Members hereby designate Ehab S. Abdallah as the partnership representative for purposes of representing the LLC before the Internal Revenue Service if necessary.

## **ARTICLE XII RECORDS AND INFORMATION**

38. Records and Inspection. The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

39. Obtaining Additional Information. Subject to reasonable standards, each Member may obtain from the LLC from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the LLC: (1) information regarding the state of the business and financial condition of the LLC; (2) promptly after becoming available, a copy of the LLC's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the LLC as is just and reasonable.

## **ARTICLE XIII MISCELLANEOUS PROVISIONS**

40. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. This Agreement may not be amended nor may any rights

hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

41. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

42. Pronouns, Etc. References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

43. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

44. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

45. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

46. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLC at its place of business or to a Member as set forth in the records of the LLC (any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

47. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

48. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

WHEREFORE, the Parties have executed this Agreement effective on the date stated above.

NOTICE: EACH MEMBER HEREBY CERTIFIES THAT HE OR SHE HAS RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF LEGACY RECOVERY CENTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS COMPANY IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER IS AWARE AND CONSENTS TO THE FACT THAT THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR SECURITIES ACT OF THE STATE OF ARIZONA. EACH MEMBER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE FORMATION CERTIFICATE OR ARTICLES.

**Members of Legacy Recovery Center, LLC:**

*Roland Segal MD*  
By: Roland Segal

*Ehab S. Abdallah*  
By: Ehab S. Abdallah

*Richard Cullen Miller*  
By: Richard Cullen Miller



## Legacy Recovery Center

### Program Description



## LEGACY RECOVERY CENTER

### RESIDENTIAL PROGRAM DESCRIPTION

#### Introduction:

Legacy Recovery Center (LRC) specializes in providing treatment to individuals experiencing a behavioral health issue(s) that limits their ability to be independent and/or causes the individual to require treatment to maintain or enhance independence.

#### Class:

LRC is designated as a Behavioral Health Residential Facility (BHRF) by the Arizona Department of Health Services.

#### Our Mission:

To provide an intensive therapeutic experience aimed at profoundly and creatively facilitating behavioral, emotional, and spiritual growth for our clients and their families.

#### Our Vision:

To provide the finest traditional and treatment approaches with creative, innovative and individualized interventions to achieve long lasting recovery.

#### Our Approach:

Our belief is that by offering a safe, nurturing, smaller more focused environment that residents can get highly individualized care plans which will provide them with a realistic and achievable path to success for their unique needs.

We work to treat each individual's condition related to their mental disorder, personality disorder, substance abuse, or a significant psychological or behavioral response to an identifiable stressor or stressors. The goal of Legacy Recovery Center's clinical team is to address the underlying behavioral, social, and psychological problems, which hinder a resident's recovery. Services are provided to adult men and women ages eighteen years of age or older.

## **Legacy Recovery Center**

### Program Description

#### **Program Description**

Legacy Recovery Center strives to provide a safe, therapeutic, nurturing environment where behavioral health and mental health professionals can foster each client's recovery towards a long term, positive change in their lives. We offer our services in a 24 hour clinically managed behavioral residential facility.

This program is designed to assist clients in learning healthy communication, emotional intelligence management, healthy identity development, addressing any co-occurring mental health disorders including trauma / PTSD, schizophrenia, anxiety, bi-polar, major depressive disorders (MDD), obsessive-compulsive disorder (OCD), dissociative disorders, and substance or alcohol use disorders. Many individuals may struggle with common stressors such as anxiety, grief and loss, attachment issues, emotional dysregulation, antisocial behaviors, interpersonal conflicts, relationship difficulties, quality of life deficits, and family concerns. These issues will be addressed throughout treatment by our qualified and experienced staff. Each staff member at Legacy Recovery Center is committed to assisting each client in building useful and applicable life skills that can be used upon discharge to ensure a successful transition.

We are dedicated to supporting individuals on their journey to recovery by offering a comprehensive and structured environment that promotes healing and personal growth. We believe in addressing the unique needs of each individual through a combination of evidence-based practices, compassionate care, and a supportive community. Our program focuses on empowering individuals to develop the skills and confidence necessary to lead a fulfilling and independent life.

Legacy Recovery Center maintains a 5-1 resident to clinical staff ratio. Residents are supervised 24/7 by awake, on-site staff. We provide transportation to-and-from all appointments for services required by the resident that are not offered by our organization. We have a Registered Nurse that is on-call 24/7, daytime on-site nursing, and a food menu designed by a registered dietician, which is posted in advance and meets the preferences and nutritional needs of residents. Staff and residents prepare meals in a family-style manner with staff supervising all cooking related activities, including food shopping. Snacks and beverages are available to individuals at all hours.

Residents have a weekly schedule which includes therapy and counseling, life skills, exercise, case management, support services, peer activities, and family counseling and visits. We assist residents in furthering their treatment objectives while providing them a safe place to reside, where their daily activities can be supported, monitored while they can acquire essential life skills, and intensive therapeutic activities coordinated by qualified clinical staff.

## Legacy Recovery Center

### Program Description

Visitation occurs on weekends, and phone hours are available outside of group times. Residents and their families are made aware of visitation hours and procedures, as well as the agency's phone policy. Legacy Recovery Center makes scheduled visitation with approved visitors available during the weekends. Telephone use is available to individuals outside of scheduled treatment hours on a daily basis.

### Group Services

Our group services are designed to create a sense of community and provide a platform for shared learning and support. Our Clinical Group services are offered every day up to seven hours per day. Psycho-Educational Classes on topics including, but not limited to, substance use and relapse prevention, healthy relationships, anger management, and mental health education.

The primary modalities include:

- **Group Therapy:** Provided by licensed clinicians focused on the improvement of social and interpersonal functioning, reduction of feelings of isolation, development of coping strategies and improve psychopathological symptoms.
- **Process Group and Peer Processing Group Sessions:** Facilitated group discussions that allow individuals to share experiences, challenges, and progress with peers.
- **Education and Psychoeducation:** Providing information and understanding about addiction, recovery, and mental health.
- **Outcome Tools:** Utilizing tools such as the PHQ-9, and GAD-7, to measure progress in areas like impulsivity, symptoms of depression, level of anxiety, and impairment.
- **Individualization in the Process:** Implementing personalized interventions based on measured objectives and screening results.

### Treatment Planning

We utilize the S.M.A.R.T. methodology for treatment planning to ensure that each individual's goals are clear, achievable, and tailored to their unique needs. S.M.A.R.T. stands for Specific, Measurable, Achievable, Relevant, and Time-bound:

- **Specific:** Goals are clearly defined and target specific areas of improvement, such as reducing substance use or improving coping skills.
- **Measurable:** Progress is tracked with quantifiable criteria, allowing both the individual and the treatment team to monitor advancements and adjust plans as needed.
- **Achievable:** Goals are realistic and attainable, taking into account the individual's current circumstances and resources.
- **Relevant:** Each goal is meaningful and directly related to the individual's personal recovery journey, ensuring that the focus remains on the most impactful areas.

## Legacy Recovery Center

### Program Description

- **Time-bound:** Goals have set deadlines to create a sense of urgency and motivation, promoting consistent effort and progress.

By incorporating the S.M.A.R.T. methodology, we provide a structured and effective framework for treatment planning, empowering individuals to make tangible progress towards their recovery and overall well-being.

### Individual Services

Our program is centered around evidence based therapeutic modalities that will best treat substance use and co-occurring disorders relevant to each client's individual treatment plan. Therapy modalities are tailored support through a range of therapeutic approaches, including:

- **Cognitive Behavioral Therapy (CBT):** Addressing negative thought patterns and behaviors.
- **Motivational Interviewing (MI):** Enhancing motivation to change.
- **Dialectical Behavior Therapy (DBT):** Teaching skills to manage emotions and improve relationships.
- **Trauma-informed care (TIC):** delivering treatment in consideration with resident's past experiences of trauma to provide effective mental health services.

### Case Management

Our case management services ensure that each individual has access to the resources and support they need to succeed in their recovery journey. This includes coordination of care, assistance with practical needs, and advocacy. We work with a client's identified natural supports and interested parties such as families, PCP, sponsors, resident representatives, pharmacies, probation officers, employers, clergy, case workers, and other outside agencies, to create a supportive team for each of our clients.

### Recreational Services

We believe in the importance of balance and holistic well-being. Our recreational services include activities that promote physical health, creativity, and social engagement.

### Peer Support

Certified Peer Support Specialists provide mentorship and encouragement from those who have experienced recovery themselves, offering a unique and relatable perspective.

## **Legacy Recovery Center**

### **Program Description**

#### **Hospitals and Institutions (HNI) – NA/AA 12 Step Panels and Speakers**

We facilitate connections with external support groups and 12-step programs, bringing in panels and speakers to share their experiences and insights. Recovery advocacy is an integral component of our treatment program.

#### **Medication Services**

We offer comprehensive medication services, including assistance with self-administration, safe use of psychotropic medication, and Medication Assisted Treatment (MAT) such as Buprenorphine maintenance, to support individuals in managing their recovery effectively. Our providers conduct regular medication efficacy and effectiveness checks, including AIMS screening for tardive dyskinesia (TD), are conducted to monitor for adverse side effects of prescribed medications, ensuring the safety and well-being of patients and the intended benefits of pharmacotherapy.

#### **Nutritional Support**

A balanced diet is crucial for recovery. Our program includes guidance from a dietitian, carefully planned food menus, and support in cooking and meal preparation.

#### **Clinical Philosophy**

Treatment at Legacy Recovery Center is individualized and goes beyond the expected. Legacy Recovery Center supports a holistic approach to mental health and substance abuse treatment by providing residential care. Client's treatment is individualized and supported throughout all stages of their care, treatment, and services. With a strong emphasis on accountability and integrity, our approach is designed to provide an environment where each client is motivated and strengthened towards achieving their best life possible. Treatment at Legacy Recovery Center will be person-centered and focuses on empowering clients to work towards change and creating the life they desire.

Guided by the 12-Steps and with a strong emphasis on accountability and integrity, our approach is designed to treat not only the addiction but also the family and encourage spiritual enhancement, social responsibility, and teach necessary life skills. Our goal is to see our clients have the best chance at recovery.

Treatment is person-centered and focuses on empowering clients to work towards change and creating the life they desire. The organization will utilize treatment plans and standardized outcome measures to track clients progress towards reaching their individualized treatment outcomes. Every staff member will be responsible in creating a therapeutic milieu that acknowledges client's strengths and honors personal accountability. Over the course of treatment, Legacy Recovery Center Residential staff will foster client independence to prioritize, guide, and maintain their own health and well-

## **Legacy Recovery Center**

### **Program Description**

being upon completion of their individualized program and to assist them on the road to recovery.

### **Program Services**

Legacy Recovery Center program services will be provided using a combination of peer recovery and clinical evidence-based treatment models. Service modalities will include Individual therapy, group therapy, pharmacotherapy services, psychoeducation, discharge planning, family and peer support services, assessment and referral, and case management pharmacotherapy when deemed appropriate by Legacy Recovery Center's clinical and medical staff. Staff will continuously track individual progress through treatment planning and make appropriate recommendations and referrals throughout treatment at Legacy Recovery Center.

Assessments provided throughout treatment can include intake and discharge needs assessments, nursing assessment and a biopsychosocial assessment. If indicated, by our assessment process, a psychiatric evaluation and/or history and physical will be arranged with the client's PCP or coordinated provider. When pre-established criteria are identified by the patient or patients care manager, other assessments may be arranged by Legacy Recovery Center's Case Manager. These assessments might include, ART meetings, abuse assessment, pain assessment, nutritional assessment, suicidality/homicidally risk assessment(s), medication reviews, diagnostic and/or laboratory tests, and/or other assessments, as deemed medically necessary.

While discharge planning begins at intake, discharge occurs with the client completes his/her treatment goals, unless a client chooses, despite advisement, to depart against staff advice (ASA). Follow-up evaluation is conducted through client satisfaction survey completed prior to discharge and follow-up telephone calls at intervals post-discharge.

### **Program Staffing**

Legacy Recovery Center prepares all staff to meet the employment/contractual requirements of the organization and fosters ongoing knowledge and skill development through a standardized process of orientation, in-service and continuing education.

All staff, including physicians and clinical administrators, will have full orientation and general in-service education on mandatory accreditation, payer, and /or licensure requirements, concerns or corrective actions required by the entities or through safety, quality of consultative findings and topics of organizational relevance.

All clinical services at Legacy Recovery Center are rendered by a licensed practitioner(s). All services, evaluation, assessment, or therapy services rendered by the non-independent practitioners are supervised by Legacy Recovery Center's independently licensed practitioner(s).

## Legacy Recovery Center

### Program Description

Staff that maintain licenses and/or certifications associated with their job positions must fulfill the continuing education hours, supervisory certifications, and requirements as stipulated by their respective licensing authority(ies).

### Behavioral Health Residential Facility (BHRF)

**Location:** 2338 E MINTON ST.,  
MESA, AZ 85213

**Capacity:** 10 Beds

**Hours:** 24 Hours

Admissions by Appointment Only

Administration 9a – 5p Mon - Friday



### Levels of Care

<b>Residential Treatment</b>	Clinically Managed High-Intensity Residential Services in a 24-hour residential care setting. Appropriate for individuals that present medical necessity, as qualified by ASAM or LOCUS criteria and diagnostic criteria of DSM 5 or ICD-10:
<b>Clinically Managed High-Intensity Residential Services</b> (ASAM III.5)	<p>Occupancy at this level of care is clinically planned for clients based on medical necessity.</p> <p>Behavioral Health Services are offered in individual and group formats 7 days per week, at 5-6 hours per day. Nursing and/or Gender specific behavioral health technicians are present at the facility 24 hours per day. Legacy Recovery Center will incorporate behavioral health services and medication administration based on medical necessity for the treatment of psychiatric and substance-related disorders.</p> <p>Legacy Recovery Center utilizes a full active milieu to maintain a therapeutic community to encompass residential services for co-occurring and complexity capable services, which are staffed by licensed independent practitioners, associated mental health professionals, addiction treatment professionals, and Registered Nursing staff who provide a range of services in a 24-hour treatment setting. The length of services is dependent on the medical necessity of each resident; this averages 45 days.</p>

## Legacy Recovery Center

### Program Description

#### **Individuals with Mobility/Sensory Impairments or other Physical Disabilities**

Legacy Recovery Center facility complies with the ADA accommodation however, does not have treatment for individuals who are non-ambulatory and/or who require assistance for normal ADL/physical needs, personal care, or assisted living.

Those who require such assistance are not eligible for admission to our program. Best efforts are made to refer the individual to the most appropriate agency.

#### **Admission Guidelines:**

<b>AGE:</b>	Adults 18+
<b>GENDER:</b>	All Genders and Identities
<b>TREATMENT:</b>	Psychiatric / Mental Health conditions, unresolved histories of trauma, depression, mania, or related personality disorders; Co-Occurring Drug Addictions, Alcohol Addictions and other Substance Abuse issues presenting with multi-dimensional instability. Primary diagnosis is formed around the presenting DSM-5 or ICD-10 symptomology and history to be addressed in an individualized treatment plan.
<b>MEDICAL:</b>	A thorough Medical History will be completed upon arrival by our practitioner. Physical examinations will be performed as well. Individuals who have had a Physical examination within the last 30 days, will be asked to provide a copy for our Intake Department, if possible.
<b>EMOTIONAL/ MENTAL:</b>	A psychiatric evaluation is performed when indicated. Individuals with mental health issues or a history of hallucinations, depression, anxiety, suicide, grief, attachment or trauma will be asked to provide a complete history of previous treatment as well as a history of medications.
<b>SPIRITUAL:</b>	A screen of the individual's perception of the role of religion or spirituality in their life and recovery journey is completed.
<b>PRIOR TREATMENT:</b>	Knowledge about and availability of prior treatment records and information will be beneficial to the staff prior to treating each individual. Requests for Release of Information from prior treatment facilities will be provided by Legacy Recovery Center.
<b>PRE- ADMISSION:</b>	The <b><u>Pre-Admission</u></b> process is provided for potential clients. The information gathered will help Legacy Recovery Center provide the best individualized treatment program tailored to your individual needs, strengths, abilities, and preference. Release of Information is required if the client is engaged in another treatment program at the time of application or referral.



## **Legacy Recovery Center**

### Program Description

#### **Exclusionary Criteria:**

- Clients in need of Detoxification or Acute Inpatient Hospitalization;
- Severe psychiatric disorders in need of acute hospitalization;
- Severe eating disorders in need of specialized care setting;
- Severe sexual disorders or registered sex offender;
- Currently an active fire-starter or convicted of arson;
- Chronic aggressive behavior incompatible with a group counseling environment;
- Individuals must have an understanding of the English language to fully benefit from the program;
- Financial inability to pay for services or a hardship agreement cannot be met.
- Physical limitations which limit the individual's ability to participate fully in our drug and mental health treatment program (sensory, physical impairments, or those whom are developmentally disabled).

NOTE: When an individual requires care not offered by LRC or found ineligible for services based on exclusionary criteria, appropriate referrals are offered for recommendations of alternative services.

#### **Contact Us**

If you or a loved one is seeking a structured residential program, our approach to behavioral health, mental health, and addiction treatment, Legacy Recovery Center is here to walk alongside you, offering care, guidance, and hope. Together, we can navigate the path to recovery and transformation. Visit Us on the web:

<https://www.legacyrecoverycenter.com>



#### **About Us**

##### **Dr. Roland Segal / Founding Member**

Dr. Segal completed his medical school education at the University of Arizona, College of Medicine, in Tucson, Arizona. He continued training in a general psychiatry residency at Banner Good Samaritan Medical Center in Phoenix, Arizona. Then Dr. Segal completed a forensic psychiatry fellowship at the University of Southern California, Keck School of Medicine, in Los Angeles. Dr. Segal is double board certified in General and Forensic Psychiatry. Dr. Segal is the former Chief Medical Officer at the Valley Hospital in Phoenix, Arizona.

## Legacy Recovery Center

### Program Description

#### **Dr. Ehab Abdallah / Founding Member**

Dr. Abdallah obtained his medical degree from Alexandria University in Alexandria, Egypt. He completed his residency training in psychiatry at West Virginia University. Dr. Abdallah is a triple board-certified in General Psychiatry, Consultation-Liaison (Psychosomatic) Psychiatry, and Addiction Psychiatry. Dr. Abdallah is experienced in treating psychiatric illness in people with complex medical/mental conditions and is an expert in addiction medicine. He is passionate about quality care.



#### **Richard Miller / Chief Executive Officer/ Founding Member and Administrator**

Richard has an extensive background in Admissions, Facility Operations, and Clinical outreach. He has developed robust networks of relationship with therapists, hospitals, physicians, treatment centers, and other community resources to provide them with access to behavioral healthcare. Richard has also operated as the CEO of several different treatment facilities over the course of his career.

Richard is passionate about ensuring the client finds the best fit for their treatment needs. His focus is on maintaining relationships with quality providers across the country, so that he can help whoever he comes across get the help they truly need. Equally, Richard focuses on ensuring the treatment provided at Legacy Recovery Center is of the highest quality, and that the team is doing all they can to serve those who come to Legacy Recovery Center for care.

Richard finds his work extremely rewarding, but his biggest joy is his family and helping his wife raise their child.

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# **Administrator's Resume**

C: 936-615-0981

RICHARD MILLER

Email: rcm6113@gmail.com

### OBJECTIVE

To apply my experience of business development and/or operations to help the company expand its existing relationships, heighten visibility in the industry, and provide streamlined, organized service to the company's accounts. Applying operating experience to developing facilities standards of culture, competency, safety and compliance while simultaneously capitalizing on increased revenue.

### EXPERIENCE

C.E.O. —LEGACY RECOVERY CENTER

CHANDLER AZ—OCTOBER—2023—CURRENT

- Oversee all departments within the facility and provide support to department heads as they develop their respective departments
- Work with local and state municipalities for licensing and accreditation
- Responsible for financial success of facility including: budget, cost control, strategic growth, and maximization of profit
- Responsible for negotiating various contracts with outside vendors, and insurance companies
- Manage billing cycle working directly with companies third party billing company
- Directly supervise and manage Admissions and Business Development departments
- Directly supervise and manage companies Online marketing strategies with third party SEO company
- Ensure all departments have the resources and support they need to successfully do their job while maintaining a safe, therapeutic environment.

DIRECTOR OF BUSINESS DEVELOPMENT—SMWHI

SCOTTSDALE AZ—AUGUST 2021—OCTOBER 2023

- Developed referring accounts in outside community
- Worked directly with multiple providers to help facilitate referrals to a higher level of care
- Developed companies online marketing strategies, working with various SEO providers
- Developed targeted initiatives designed to increase patient visits via new patient acquisition

EXECUTIVE DIRECTOR—FOUNTAIN HILLS RECOVERY

FOUNTAIN HILLS, AZ—FEBRUARY 2021—AUGUST 2021

- Assessed and analyzed data related to various departments to identify opportunities for improvement and executed action plan to improve performance of department
- Initiated and followed through with cultural change in workplace accountability, responsibility, expectations, and set standards for day to day operations with all departments
- Implemented procedure that has reduced AMA's by 50% over the last 5 months
- Managed Companies P&L ensuring company remained with healthy spending ratios based on profit margins
- Implemented new policies and procedures pertaining to patient safety, reducing liability for company, and staff safety
- Maintain weekly analytics of each departments performance to ensure KPI's are met
- Revenue increase of 4% MoM due to reduction of AMA's and cost reduction in viable areas

DIRECTOR OF BUSINESS DEVELOPMENT —CANYON VISTA RECOVERY CENTER (Summit BHC)

MESA, AZ —JANUARY 2018- NOVEMBER 2020

- Develop and execute monthly, quarterly, and annual strategic business plans directly related to facilities needs analysis
- Directly managed a team of three outreach reps and ensure team is hitting targets for productivity
- Implemented Streamlined procedures with new account acquisition, account maintenance, and growth
- Developed and implemented strategic discharge policies to ensure needs of both patient care, and reciprocity ensued

- Skilled in utilizing CRM for data analysis, and data driven marketing
- Increased B.D. teams productivity directly resulting in admissions increase of 65% for year of 2018 and 42% increase in 19
- Exceeded budget or met budget for EBITDA eight out of twelve months for 2018
- Increased ADC month over month for 2018/2019
- Utilize the servant leadership model to help individuals achieve their highest level of performance
- Developed and implemented plan with outreach team to establish brand awareness and trust

#### DIRECTOR OF BUSINESS DEVELOPMENT/ADMISSIONS —CCR-OTC

PRESCOTT, AZ — OCTOBER 2015 - JAN 2018

#### — ESTABLISH AND MAINTAIN NEW REFERRAL RELATIONSHIPS WITH FACILITIES ACROSS THE COUNTRY.

- Develop and execute a National Marketing strategy targeting specific referral sources in specific regions based upon most beneficial accounts for the company.
- Maintain a working knowledge of the company's services to more effectively present CCR-OTC to potential accounts.
- Ensured accounts remained engaged through site visits, referrals when appropriate, and various other methods of interactions.
- Managed and maintained companies' social media platform
- Oversaw entire admissions process including verification of benefits, program description to clients, coordination of benefits, coordination of transportation, and coordination of detox when needed.
- Extensive experience with out of network providers, and limitations set in place by said providers.
- Effectively addressed any and all concerns that may have prohibited a client from admitting
- Previous years conversion rate of admissions is 73%
- Developed long term social media campaign with a focus of specific goals, quotas, target demographics, and most cost-effective form of implementing strategies that produce.

#### REFLECTIONS RECOVERY CENTER— ADMISSIONS COORDINATOR

PRESCOTT, AZ — JAN 2014 - SEPTEMBER 2015

- Verified benefits in a timely manner.
- Ensured that all avenues of the admissions process where effectively functioning, insuring a streamlined process.
- Direct communication and intervention over the phone with families of potential clients, and clients themselves.
- Managed companies SEO development, and tracked metric data for target regions and demographics.

#### SKILLS

I am a highly self-motivated individual with a working knowledge of the industry, specifically in business development, admissions, and as an executive running facility operations. Efficient in all areas of business development (both internal and external customers). Efficient in all areas of admissions including building departments from the ground up. Efficient in understanding the in's and out's of day to day facilities operations, physical plant safety. Experienced in developing culture of excellence to ensure greatest ROI for energy expended regarding but not limited to the following departments: Admissions, Business Development, Utilization Review, Medical, and Clinical.

#### REFERENCES

Daniel Krasner— Chief Marketing Officer-Summit BHC  
(601)-906-9024

Dr. Roland Segal-owner-S.M.H.W.I.

Daniel Melendez-Purpose Healing  
602-999-9765  
(831)-917-0447



## TENANT ATTACHMENT

Document updated:  
February 2008



*This attachment should be given to the Tenant prior to the submission of any offer and is not part of the Residential Lease Agreement's terms.*



# ATTENTION TENANT!

*You are entering into a legally binding agreement.*

- ☐ 1. Read the entire agreement *before* you sign it.
- ☐ 2. Review the Rules & Regulations, CC&Rs and all other governing documents, especially if the property is in a homeowner's association.
- ☐ 3. You are **strongly urged** to obtain Renter's Insurance.
- ☐ 4. Investigate all material (important) facts.
- ☐ 5. Read and understand your rights and obligations pursuant to the **Arizona Residential Landlord and Tenant Act**, a copy of which can be obtained at [www.azsos.gov](http://www.azsos.gov).

You can obtain information about considerations when renting or buying a property through the Buyer's Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

☒ **Tenant's Check List**

Tenant Attachment • Updated: February 2008  
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Phone:

Fax:

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



# RESIDENTIAL LEASE AGREEMENT

Document updated:  
February 2008

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. **LANDLORD:** Ehab Abdallah and Roland Segal or ☐ as identified on Line 328.  
LANDLORD'S NAME(S)

2. **TENANT:** Legacy Recovery Center LLC  
TENANT'S NAME(S)

3. Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and  
4. appurtenances incident thereto, plus personal property described below (collectively the "Premises").

5. Premises Address: 2338 E Minoton St

6. City: Mesa AZ, Zip Code: 85213

7. **Personal Property Included:** ☐ Washer ☐ Dryer ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Microwave  
8. ☐ Other: All appliances at the time of renting are property of the landlord, and will be maintained by the tenant.

9. **Occupancy:** The Premises shall be used only for the following purposes and only by the following named persons:

10. The premises will be utilized by Legacy Recovery Center, LLC licensed by the Department as a health care institution subclass; Behavioral Health Residential Facility, Legacy

11. Recovery Center. LLC owners staff members and residents of the institution will be present at the facility when operating.

12. **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof  
13. without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows  
14. any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act  
15. shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate  
16. this Agreement.

17. **Addenda Incorporated:** ☐ Lead-based Paint Disclosure ☐ Inventory List

18. ☐ Other: \_\_\_\_\_

19. **Term:** The lease shall begin on 12/01/2024 at 12:01AM and end on 01/01/2033 at 11:59AM, at which time this  
MO/DAY/YR TIME MO/DAY/YR TIME

20. lease agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein  
21. remaining the same, unless either party provides written notice to the other of their intention to terminate the lease agreement.  
22. Notice to terminate the lease agreement at the end of the original term shall be given on or prior to the last rental due date of the  
23. original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in  
24. the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate  
25. the Premises.

26. **IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD**  
27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR**  
28. **TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**  
29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**

30. **Earnest Money Receipt:** ☒ No Earnest Money is required.

31. ☐ Earnest Money is required in the amount of \$ \_\_\_\_\_ and shall be held by  
32. Broker named on Line 293 until offer is accepted. Tenant understands that,  
33. until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.

34. **Form of Earnest Money:** ☐ Personal Check ☐ Cashier's Check ☐ Other: \_\_\_\_\_

35. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:

36. ☐ Broker's Trust Account \_\_\_\_\_  
(PRINT BROKERAGE FIRM'S NAME)

37. ☐ Landlord

38. ☒ Other: N/A

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Residential Lease Agreement • Updated: February 2008

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[Signature]  
TENANT TENANT

&lt;Initials

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39. All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money is  
 40. dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by  
 41. notice to Tenant. Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit.

42. **Rent:** Tenant shall pay monthly installments of \$ 11,000 plus any applicable sales taxes, which are currently  
 43. \$ 1.5% ; totaling \$ 11,165 ("Rent") to: RAINTREE REAL ESTATE 3 LLC  
 44. at: 8350 E RAIN TREE DR. SCOTTSDALE, AZ 85260

45. The Rent and all other accrued charges shall be due and payable no later than 5 p.m. on the 15th day of each  
 46. month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to  
 47. accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Agreement, Landlord may adjust the  
 48. amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

49. **Rent Proration:** If the first monthly installment is for a period other than the full month, the Tenant shall pay \$ \_\_\_\_\_ plus any  
 50. applicable sales taxes, of \$ \_\_\_\_\_, totaling \$ \_\_\_\_\_ for the period beginning MO/DAY/YR and ending MO/DAY/YR.

51. **Note:** The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but  
 52. not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the  
 53. ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance.  
 54. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts  
 55. were calculated and does not limit Landlord's right to use all deposit amounts as permitted by the ARLTA.  
 56. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.  
 57. **REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

58. **Initial Rent Payment:** \$ 11,165

59. **Refundable Security Deposit Due:** "Security" is given to assure payment or performance under this Agreement. "Security" does not  
 60. include a reasonable charge for redecorating or cleaning.

61. Security deposit: \$ 0

62. Pet deposit: + \$ NO PETS

63. Cleaning deposit: + \$ 0

64. **Non-refundable Charges Due:**

65. Cleaning Fee: + \$ 0 (for additional cleaning and sanitizing of the Premises after Tenant vacates)

66. Redecorating Fee: + \$ 0 (for periodic repair/replacement of floor and window coverings, paint and  
 67. decorative items after Tenant vacates)

68. Pet Fee: + \$ NO PETS (for additional wear, tear and cleaning after Tenant vacates)

69. Other Fee: + \$ 0 (for \_\_\_\_\_ )

70. **Tax Due:**

71. Sales tax charged: + \$ 11,000 Tax rate 1.6 % Taxable amount \$ 176.00

72. **Total Required Payment:** \$ 11,165.00

73. Less earnest money - \$ 0 (becomes security deposit upon acceptance by all parties)

74. **BALANCE DUE (CERTIFIED FUNDS):** \$ 11,165.00 1/10/22

75. **Refundable deposits will be held:** ☐ By Landlord ☐ Broker's Trust Account MO/DAY/YR

BROKERAGE FIRM NAME

76. No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If  
 77. deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises  
 78. are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord,  
 79. Landlord shall return the refundable deposits to the Tenant within the time period provided for in the ARLTA. However, if the Premises are  
 80. delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the  
 81. refundable deposits and hold the Tenant liable for any additional charges.

82. **Late Charges and Returned Checks:** A late charge of \$ 50 per day past the 15th of each month.

83. shall be added to all Rent not received by the due date and shall be collectible as Rent. Tenant shall pay a charge of  
 84. \$ 200 for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for on Line 82.

85. These additional charges shall be collectible as Rent. If a Rent check has been returned from the bank unpaid for any  
 86. reason, the Landlord shall be entitled to demand that all sums due pursuant to this Agreement be paid in the form of a  
 87. cashier's check or money order.

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 TENANT TENANT

&lt;Initials

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88. **Late or Partial Payments:** The acceptance by Landlord of any late or partial payment shall not change the due date or amount of  
 89. any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable  
 90. late fees or costs.
91. **Credit/Background Report(s):** A credit/background report(s) application fee of \$ \_\_\_\_\_  
 92. is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval  
 93. by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other  
 94. background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker.  
 95. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants  
 96. that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld  
 97. any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's  
 98. material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue  
 99. all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to  
 100. this Agreement may be reported to any credit bureau or reporting agency.
101. **Pets** (including, but not limited to animals, fish, reptiles or birds):  
 102. ☐ No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.  
 103. ☒ Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:  
 104. Dogs are only allowed on the premises for inspections \_\_\_\_\_ and Tenant  
 105. ☐ is required ☐ is not required to maintain a liability insurance policy to cover any liability incurred due to pet with a  
 106. minimum of \$ \_\_\_\_\_ coverage and cause Landlord to become an "additional insured" under the policy.
107. **Keys:** Landlord agrees to deliver to Tenant keys for Premises: ☐ 2 Door ☐ Pool ☐ Mail Box  
 108. ☐ Entry Gate ☐ Other: \_\_\_\_\_ and ☐ 2 garage door openers upon possession.  
 109. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door  
 110. openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving  
 111. keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all  
 112. costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks  
 113. or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein,  
 114. Premises have not been re-keyed.
115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except:  
 116. ALL UTILITIES \_\_\_\_\_
117. **HOA Fees:** Homeowners' Association Fees shall be paid by: ☐ Landlord ☐ Tenant ☐ Not applicable
118. **Maintenance Responsibility:** The following shall be the responsibility of the party indicated:  
 119. A. Pool Maintenance:  
 120. Cleaning/Routine Maintenance: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable  
 121. Pool Chemicals: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable  
 122. B. Routine Pest Control: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable  
 123. C. Yard Maintenance:  
 124. Front Yard: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable  
 125. Back Yard: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable  
 126. D. Other: \_\_\_\_\_ ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable
127. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the  
 128. Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in  
 129. a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's  
 130. association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish,  
 131. garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and  
 132. elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in  
 133. their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise  
 134. destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the  
 135. Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA,  
 136. including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative  
 137. mechanical, plumbing or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition  
 138. requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the  
 139. Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant  
 140. fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions

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141. of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or  
 142. carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the  
 143. Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowner's association or  
 144. other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition and maintain common areas.

145. **Crime-Free Provision:** Tenant, occupants, family, guests, invitees, or other persons under the Tenant's control shall not engage in or  
 146. facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity, including drug-  
 147. related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang  
 148. activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and welfare of tenants,  
 149. Landlord, Landlord's representatives, agents or others.

150. **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS AGREEMENT**  
 151. **AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

152. **Rules and Law:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners'  
 153. association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation  
 154. of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowner's association, state, county,  
 155. municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the  
 156. Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord  
 157. agrees to give Tenant notice that this Agreement has been amended and shall provide a brief description of the amendment and  
 158. the effective date.

159. **Compliance with Rules and Law:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the  
 160. Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under the Tenant's control to  
 161. ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this  
 162. Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation  
 163. and shall pay any fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules  
 164. and Law.

165. **Swimming Pool Barrier Regulations:** Tenant agrees to investigate all applicable state, county, and municipal Swimming  
 166. Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed  
 167. in writing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health  
 168. Services approved private pool safety notice. Landlord and Tenant expressly relieve and indemnify brokers from any and all liability  
 169. and responsibility for compliance with any applicable pool barrier laws and regulations.

170. (TENANT'S INITIALS REQUIRED) R.M. TENANT TENANT

171. **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify the Tenant of any known  
 172. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Tenant with any LBP risk assessments or inspections  
 173. of the Premises in the Landlord's possession; (iii) provide the Tenant with the Disclosure of Information on Lead-based Paint  
 174. and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the  
 175. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

176. ☐ The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on  
 177. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials  
 178. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

179. (TENANT'S INITIALS REQUIRED) R.M. TENANT TENANT

180. OR

181. ☒ Premises were constructed in 1978 or later.

182. (TENANT'S INITIALS REQUIRED) R.M. TENANT TENANT

183. **Smoke Detectors:** The Premises ☒ does ☐ does not contain smoke detector(s). If yes, Tenant shall maintain the  
 184. detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from  
 185. the Premises.

186. **Carbon Monoxide Detectors:** The Premises ☒ does ☐ does not contain carbon monoxide detector(s). If yes, Tenant shall  
 187. maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or  
 188. missing from the Premises.

189. **Fire Sprinklers:** The Premises ☒ does ☐ does not contain fire sprinklers. If yes, Tenant shall notify Landlord if the  
 190. sprinklers are not working properly or are missing from the Premises.

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191. **Alterations and Improvements:** Tenant shall not make any alterations or improvements to the Premises without Landlord's prior written consent.
193. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term of this Agreement.
196. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to inspect, make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Premises without consent of the Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass the Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give the Tenant at least two days' notice of the intent to enter and enter only at reasonable times.
202. **Tenant Obligations upon Vacating Premises:** Upon termination of this Agreement, Tenant promises to surrender the Premises to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord. Tenant shall have all utilities on until after move-out inspection.
206. **Trustee's Sales Notice:** Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights under this Agreement may be terminated in the event of a trustee's sale.
209. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to enter the Premises to retrieve and store Tenant's personal property if the Tenant dies during the term of this Agreement. In the event of Tenant's death during the term of this Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
212. **Breach:** In the event of a breach of this Agreement, the non-breaching party may proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity.
214. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.
217. **Soldiers and Sailors' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of 90 days or more, Tenant may terminate this Agreement by delivering written notice and a copy of Tenant's official military orders to Landlord. In such a case, this Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission for base housing does not constitute a change of permanent station order.
222. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement. This Agreement and any other documents required by this Agreement may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
227. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a writing signed by Landlord and Tenant. The failure to initial any page of this Agreement shall not affect the validity or terms of this Agreement.
231. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
232. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.
236. **Subordination:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) days of presentation.
240. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.
241. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

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242. **Construction of Language:** The language of this Agreement shall be construed according to its fair meaning and not strictly for  
 243. or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and  
 244. context. The use of the term Landlord in this Agreement shall include any Property Manager named on Line 329.
245. **Court Modification:** If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree that  
 246. such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and  
 247. enforceable and that all other provisions of this Agreement shall remain in full force and effect.
248. **Days:** All references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and  
 249. end at 11:59 p.m.
250. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall  
 251. be delivered to Landlord at the address set forth on Line 318 and to Tenant at the Premises and shall be sent by registered or  
 252. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or  
 253. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.
254. **Additional Terms:**
255. Exclusive Possession and Permitted Use of the Facility. Landlord and Tenant Exclusive Possession; Permitted Use.  
 256. Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions set forth in  
 257. this Lease, the exclusive possession of the Facility. During the Term and in accordance with the terms of this Lease, Tenant shall  
 258. have exclusive possession of the Facility and shall continuously operate a Behavioral Health Residential Facility at the facility for  
 259. up to ten (10) resident beds, duly licensed by the applicable governmental agencies.  
 260. Legacy staff will change air filters monthly. Tenant will limit smoking to 1 outside area. In the event of new county, state, or federal  
 261. rules that the organization is unable to comply with and renders Legacy Recovery Center, LLC unable to provide services, the  
 262. landlord agrees to terminate the lease with 60 days written notice. Any changes regarding the physical structure of the building  
 263. must be approved by the landlord and paid for by the Tenant. Clogged toilets, tubs, sinks and garbage disposals are the  
 264. responsibility of the tenant. Any costs to repair/replace said items, and secondary damage are the cost of the tenant. Any damage  
 265. cause by tenants or clients of the tenant to the property are the responsibility of the tenant to repair. Pool Maintenance and  
 266. landscaping is covered by the tenant, in the event the tenant does not follow through with keeping the yard and pool clean, the  
 267. landlord can give 7 days notice before hiring a pool company or landscapers to maintain the yard or pool. This will be paid for by  
 268. the tenant. Vehicles are only authorized in the driveway and garage. Tenant is responsible for pool safety and assumes all liability  
 269. for the use of the pool. Landlord will provide 60 days written notice if the property is to be listed for sale.  
 270.
271. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord  
 272. and Tenant Act is available through the Arizona Secretary of State's Office; (ii) The Landlord shall furnish upon move-in, a  
 273. move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord  
 274. within five (5) days or \_\_\_\_\_ days of occupancy or Tenant shall accept the Premises in its existing condition; (iii) The  
 275. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and  
 276. agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 8 pages of the Agreement  
 277. and any addenda.
278. **INDEMNITY AND RELEASE: THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**  
 279. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**  
 280. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**  
 281. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,**  
 282. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**
283. (TENANT'S INITIALS REQUIRED) R.M.  
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284. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed  
 285. copy delivered in person, by mail, facsimile or electronically, and received by Broker named on Line 304 by  
 286. \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m., Mountain Standard Time. Tenant may withdraw this offer  
 287. at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this offer  
 288. shall be deemed withdrawn and the Tenant's earnest money shall be returned.
289. **THIS AGREEMENT CONTAINS 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS.**  
 290. **PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 8 PAGES AS WELL AS ANY ADDENDA**  
 291. **AND ATTACHMENTS.**

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292. Broker on behalf of Tenant:

293. \_\_\_\_\_  
 PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

294. \_\_\_\_\_  
 FIRM ADDRESS CITY STATE ZIP CODE

295. \_\_\_\_\_  
 TELEPHONE FAX EMAIL

296. Agency Confirmation: The Broker named on Line 293 is the agent of (check one):

297. ☐ the Tenant ☐ the Landlord or ☐ both the Tenant and the Landlord

298. The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy  
 299. hereof including the Tenant Attachment.

300. \_\_\_\_\_ 12/01/24 \_\_\_\_\_  
 TENANT'S SIGNATURE MO/DAY/YR TENANT'S SIGNATURE MO/DAY/YR

301. \_\_\_\_\_  
 ADDRESS

302. \_\_\_\_\_  
 CITY STATE ZIP CODE

## LANDLORD ACCEPTANCE

303. Broker on behalf of Landlord:

304. \_\_\_\_\_  
 PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

305. \_\_\_\_\_  
 FIRM ADDRESS CITY STATE ZIP CODE

306. \_\_\_\_\_  
 TELEPHONE FAX EMAIL

307. Broker is not authorized to receive notices or act on behalf of Landlord unless indicated on Lines 315-318 below.

308. Agency Confirmation: The Broker named on Line 304 is the agent of (check one):

309. ☐ the Landlord exclusively, or ☐ the Landlord and the Tenant.

310. Property Manager, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate  
 311. written agreement:

312. \_\_\_\_\_  
 NAME TELEPHONE

313. \_\_\_\_\_  
 FIRM TELEPHONE

314. \_\_\_\_\_  
 ADDRESS CITY STATE ZIP CODE

315. Landlord or the person authorized to act on behalf of the Landlord for receiving service of process, notices, and demands is:

316. \_\_\_\_\_ 602-999-9765  
 NAME TELEPHONE

317. \_\_\_\_\_  
 FIRM TELEPHONE

318. 8350 E. Raintree Dr. Suite 130 Scottsdale AZ 85260  
 ADDRESS CITY STATE ZIP CODE

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319. **Landlord Acknowledgment:** Landlord has read this entire Agreement. The Landlord acknowledges that Landlord  
 320. understands the terms and conditions contained herein. The Landlord accepts and agrees to be bound by the terms  
 321. and conditions of this Agreement. The Landlord has received a signed copy of this Agreement and directs the Broker  
 322. to deliver a signed copy to the Tenant, and to any other Broker involved in this Agreement.

323. **LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL  
 324. RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.**

325. ☐ Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and the  
 326. Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should sign  
 327. both Agreement and Counter Offer.)

328. \_\_\_\_\_  
 ^ LANDLORD/PROPERTY MANAGER SIGNATURE MO/DA/YR ^ LANDLORD/PROPERTY MANAGER SIGNATURE MO/DA/YR

329. \_\_\_\_\_  
 PRINT LANDLORD NAME PRINT LANDLORD NAME

330. \_\_\_\_\_  
 PRINT PROPERTY MANAGER NAME

331. \_\_\_\_\_  
 ADDRESS ADDRESS

332. \_\_\_\_\_  
 CITY STATE ZIP CODE CITY STATE ZIP CODE

333. ☐ **OFFER REJECTED BY LANDLORD:** \_\_\_\_\_  
 MONTH DAY YEAR (LANDLORD'S INITIALS)

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 (MO/DA/YR)

**R.M.**  
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**PUBLIC HEALTH LICENSING SERVICES**  
**Bureau of Behavioral Health Facilities Licensing**  
**150 N. 18th Avenue, Ste. 420**  
**Phoenix, AZ 85007**

<b>APPLICATION AND LICENSE FEE REMITTANCE FORM</b>			
<b>PLEASE RETURN THIS FORM WITH PAYMENT TO ABOVE ADDRESS</b>			
<b>FACILITY ID #:</b> (office use ONLY)			
<b>FACILITY NAME:</b> LEGACY RECOVERY CENTER, LLC			
<b>STREET ADDRESS:</b> 2338 E MINTON ST.			
<b>CITY:</b> MESA		<b>STATE:</b> AZ	<b>ZIP:</b> 85213
<b>SOBER LIVING HOME</b>			
<b>FEES</b>			<b>AMOUNT DUE</b>
<b>Application Fee</b> (due when application is submitted)			N/A
<b>Licensed Capacity</b> (due when application is submitted)			
Licensed Capacity:	License Fee:	# of Beds x \$100 each:	Total License Fee + Number of Beds Fee:
No licensed capacity	N/A	N/A	N/A
1 or more beds	\$500	_____ x \$100 = _____	\$ _____
<b>TOTAL AMOUNT DUE</b>			\$ _____
<b>BEHAVIORAL HEALTH RESIDENTIAL FACILITY, SECURE BEHAVIORAL HEALTH RESIDENTIAL FACILITY, ADULT RESIDENTIAL CARE INSTITUTION, ADULT BEHAVIORAL HEALTH THERAPEUTIC HOME, COUNSELING FACILITY OR BEHAVIORAL HEALTH RESPITE HOME</b>			
<b>FEES</b>			<b>AMOUNT DUE</b>
<b>Application Fee</b> (due when application is submitted)			\$50
<b>Licensed Capacity</b> (due after initial inspection)			
Licensed Capacity:	License Fee:	# of Beds x \$94 each:	Total License Fee + Number of Beds Fee:
No licensed capacity	\$375	N/A	\$375
1 to 59 beds	\$375	10 x \$94 = 940	\$ 940
60 to 99 beds	\$750	_____ x \$94 = _____	\$ _____
100 to 149 beds	\$1125	_____ x \$94 = _____	\$ _____
150 or more beds	\$1875	_____ x \$94 = _____	\$ _____
<b>TOTAL AMOUNT DUE</b>			\$ 1,365
<b>Payment may only be submitted in the form of a cashiers' check, money order or business check made payable to "AZ DEPT OF HEALTH SERVICES". Cash and personal checks are not accepted.</b>			

**APPLICATION AND LICENSING FEES ARE NON-REFUNDABLE** pursuant to A.R.S. 36-405(B)(5) and A.A.C. R9-10-106(G), except as provided in A.R.S. 41-1077.

**NOTE:** Pursuant to A.R.S. 36-405(F), application and licensing fees do not apply to a health care institution operated by a State agency pursuant to state or federal law or to adult foster care settings.





## Certificate of Occupancy Building Safety Division

This Certificate is issued pursuant to the requirements of the Mesa Administrative Code, Section 4-1-6 (B), which became effective February 10, 2019, certifying that on this date the structure and site listed below is in compliance with said Code ( International Codes) and with Title XI, of the Mesa City Code entitled “Zoning” and with the various ordinances of the City regulating building construction and use insofar as ascertained by the undersigned:

**Building Permit #:** PMT24-21631  
**Owner's Name:** Roland Segal and Ehab Abdallah  
**Owner's Address:** 24745 S. Lindsay Road, Chandler, AZ, 85249  
**Project Address:** 2338 E MINTON ST, MESA, AZ 85213  
**Project Name:** Legacy Recovery Center

**OCCUPANCY:**

Occupancy Group	Constr Type	Sq Ft	Occ Load
R-4 Residential Care/Assisted Living	VB	5194	
Total SQ FT :		5194	

**Zoning District:** RS-15

**Special Stipulations/Conditions:** R-4 Condition 1  
No Fire Sprinklers Required  
Approved for up to 10 Residents Excluding Staff

**Deputy Director/Building Official:** John Sheffer

**Date:** 02/06/2025

ANY ALTERATIONS OR CHANGES TO THE OCCUPANCY ABOVE SHALL VOID THIS CERTIFICATE.  
POST AND MAINTAIN THIS CERTIFICATE IN A CONSPICUOUS PLACE.





Good morning,

**Mesa Fire and Medical Department**  
**Fire Administration**  
*An Internationally Accredited Fire Department*



Currently the Mesa Fire and Medical Department is no longer renewing/issuing Fire Safety Operational Permits (FSOP) or completing fire inspections for residential adult group homes. The Arizona Department of Health Services is aware of this and should not issue a violation regarding this specific matter.

Please let us know if there are any further questions.

Respectfully,

Mesa Fire and Medical Department  
Prevention Division  
(480) 644-2622

Please note, City of Mesa hours are Monday-Thursday 7am-6pm (closed on Fridays and holidays)



13 W. 1<sup>st</sup> Street  
P.O. Box 1466  
Mesa Arizona 85211-1466  
480.644.2101 Tel  
480.644.4460 Fax



ARIZONA FIRE SYSTEMS  
2098 S. SAILOR WAY  
GILBERT, AZ 85295  
602-714-0801  
[chad@arizonafiresystems.com](mailto:chad@arizonafiresystems.com)  
ROC # C16 310827



# Annual Fire Sprinkler Report

## CUSTOMER INFORMATION

Legacy Recovery Center  
2338 E Minton St.  
Mesa, AZ 85213  
Phone 936-615-0981 /  
E-mail [rcm6113@gmail.com](mailto:rcm6113@gmail.com)  
Customer # Ticket #  
Date January 24th, 2025  
Next Insp. January 1, 2026

### SYSTEM INFORMATION

System # 1  
Location Garage Access Hatch  
Mfg/Size Residential / 1"  
System Type

### SYSTEM TEST & CONDITION

Main control valve exercised and is in good condition? Type: Ball Valve Yes  
Alarm Valve Internally Inspected? N/A  
Main waterflow switch operating properly? Yes  
Set @ Low Trip @ 2 Sec.  
Main tamper switch operating properly? N/A  
Local alarm operating properly? Yes  
ITV Location At Riser  
All visible piping and heads free of rust, dust, corrosion and leaks? Yes  
All visible hangers and bracing in good condition? Yes  
Sprinkler coverage acceptable? Yes  
FDC has caps/plugs, is working properly, unobstructed & correct threads? N/A  
Spare head box present & complete? Yes  
Missing?  
Flow Test System gauge's MFG Date: 11/22/22  
Pressure Before 100 / N/A Residual 80 After 100

### SYSTEM INFORMATION

System # 2  
Location  
Mfg/Size  
System Type

### SYSTEM TEST & CONDITION

Main control valve exercised and is in good condition? Type:   
Alarm Valve Internally Inspected?  
Main waterflow switch operating properly? Set @  Trip @  Sec.  
Main tamper switch operating properly?  
Local alarm operating properly?  
ITV Location   
All visible piping and heads free of rust, dust, corrosion and leaks?  
All visible hangers and bracing in good condition?  
Sprinkler coverage acceptable?  
FDC has caps/plugs, is working properly, unobstructed & correct threads?  
Spare head box present & complete? Missing?  
Flow Test System gauge's MFG Date:   
Pressure Before  /  Residual  After

### Comments:

Found two sprinkler heads in basement room which were taped for painting purposes. Tape was removed.  
Provided to customer spare head box and wrench. Customer had spare heads from another location to fill box.

**CERTIFICATION OF SYSTEM OPERATION** All operational features and functions of this system were tested this service in accordance with the NFPA 25 as well as local AHJ requirements and was found to be: Passing



**FIRE+SECURITY**

Gilbert, AZ  
Company HQ  
63 S Hamilton Pl  
Gilbert, AZ 85233  
☎ 480-464-0509

Tucson, AZ  
2094 N Dragoon St  
Tucson, AZ 85745  
☎ 520-888-0694

Las Vegas, NV  
3855 W Diablo Dr #4  
Las Vegas, NV 89118  
☎ 702-487-4308

Las Cruces, NM  
DIMAR Fire+Security  
1006 Parkhill Dr  
Las Cruces, NM 88012  
☎ 575-382-0035

El Paso, TX  
DIMAR Fire+Security  
645 Wallenberg, Ste A9  
El Paso, TX 79912  
☎ 915-320-4128

**EQUIPPED+READY™**

AZ LC: C-16:111021, CR-67:103313, CR-5:213027, CR-80:295875, R-16:166777 | NV LC: C-41:0081042 | CA LC: C-16:1045099  
NM LC: CID-411501 (EE98, MS12, and MS14) | TX LC: ECR-3005835, ACR-3016458, SCR-G-3016450

# Extinguisher Inspection Certificate

*For*

Legacy Recovery Center  
2338 E Minton St  
Mesa, AZ 85213

*This Inspection was performed in accordance with applicable standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.*

*BuildingID: 1814151  
InspectionID: 3745946*

*Inspection Completion Date  
Jan 22, 2025*

**IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER OR DESIGNATED REPRESENTATIVE THAT REQUESTED THIS INSPECTION TO REVIEW REPORTS AND CORRECT ANY DEFICIENCIES NOTED.**


Building: Legacy Recovery Center  
Contact: Richard Miller  
Title: Owner

Company: Metro Fire Equipment, Inc.  
Contact: Treavon Massey  
Title: Inspector

Safety Equipment Report

# Executive Summary

Generated by: BuildingReports.com

Building Information								
<b>Building:</b> Legacy Recovery Center				<b>Contact:</b> Richard Miller				
<b>Address:</b> 2338 E Minton St				<b>Phone:</b> 936-615-0981				
<b>Address:</b>				<b>Fax:</b>				
<b>City/State/ZIP Code:</b> Mesa, AZ 85213				<b>Mobile:</b>				
<b>Country:</b> United States of America				<b>Email:</b> rcm6113@gmail.com				
Inspection Performed By								
<b>Company:</b> Metro Fire Equipment, Inc.				<b>Inspector:</b> Treavon Massey				
<b>Address:</b> 63 S. Hamilton Place				<b>Phone:</b> 480-464-0509				
<b>Address:</b>				<b>Fax:</b>				
<b>City/State/ZIP Code:</b> Gilbert, Arizona 85233				<b>Mobile:</b>				
<b>Country:</b> United States of America				<b>Email:</b> treavon.massey@metrofireaz.com				
Inspection Summary								
Category:	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Fire	5	45.45%	5	100.00%	5	100.00%	0	0.00%
Lighting	6	54.55%	6	100.00%	6	100.00%	0	0.00%
<b>Totals</b>	<b>11</b>	<b>100%</b>	<b>11</b>	<b>100.00%</b>	<b>11</b>	<b>100.00%</b>	<b>0</b>	<b>0.00%</b>
Verification								
		<b>Company:</b> Metro Fire Equipment, Inc.			<b>Building:</b> Legacy Recovery Center			
		<b>Inspector:</b> Treavon Massey			<b>Contact:</b> Richard Miller			

# Inspection & Testing

Generated by: BuildingReports.com

Building: Legacy Recovery Center				
<p><i>The Inspection &amp; Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed /Other. Items are listed by Category. Each item includes the services performed, and the time &amp; date at which testing occurred.</i></p>				
Device Type	Location	ScanID : S/N	Service	Date Time
<b>Passed</b>				
<b>Fire</b>				
Fire Extinguisher, 5 Lbs, A.B.C.	Basement Entrance	I-35208440 I-35208440	New Unit/Install	01/22/25 10:01:02 AM
Fire Extinguisher, 5 Lbs, A.B.C.	1st Garage	I-35208415 I-35208415	New Unit/Install	01/22/25 9:53:36 AM
Fire Extinguisher, 5 Lbs, A.B.C.	1st NW Kitchen by Living Room Exit to Backyard	I-42648691 I-42648691	New Unit/Install	01/22/25 9:57:41 AM
Fire Extinguisher, 5 Lbs, A.B.C.	1st South Front Entrance	I-35208427 I-35208427	New Unit/Install	01/22/25 9:46:02 AM
Fire Extinguisher, 5 Lbs, A.B.C.	1st West Hallway	I-35208449 I-35208449	New Unit/Install	01/22/25 9:50:53 AM
<b>Lighting</b>				
Emergency Light, Combination	Basement Entrance	A0673557	Inspected	01/22/25 9:28:01 AM
Emergency Light, Combination	1st East Living Room Exit to Backyard	A0673561	Inspected	01/22/25 9:18:05 AM
Emergency Light, Combination	1st NW Living Room Exit to Backyard	A0673562	Inspected	01/22/25 9:14:36 AM
Emergency Light, Combination	1st North Master Bedroom Exit to Backyard	A0673558	Inspected	01/22/25 9:24:31 AM
Emergency Light, Combination	1st South Front Entrance	A0673559	Inspected	01/22/25 9:22:43 AM
Emergency Light, Combination	1st South Hallway Exit to Garage	A0673560	Inspected	01/22/25 9:21:18 AM

# Service Summary

Generated by: *BuildingReports.com*

Building: Legacy Recovery Center		
The Service Summary section provides an overview of the services performed in this report.		
Device Type	Service	Quantity
<i>Passed</i>		
Emergency Light, Combination	Inspected	6
Fire Extinguisher, 5 Lbs, A.B.C.	New Unit/Install	5
<b>Total</b>		<b>11</b>
<b>Grand Total</b>		<b>11</b>

# Exit/Emergency Lighting

Generated by: BuildingReports.com

Building: Legacy Recovery Center									
Exit and Emergency Lighting items are listed with each of the relevant measurements for pre and post test voltages, the load current, charge rate, and the rated voltage and current capacity of standby batteries. The remote heads indicate the number of other items that get their supply voltage from this item. Items are listed by type, and grouped by Passed or Failed /Other.									
Location	Model #	Post Check	Rated Volts	Pre-Test Volts	Post-Test Volts	Load Amps	Charge Amps	Remote Heads	Amp Hours
<b>Passed</b>									
<b>Emergency Light, Combination</b>									
Basement Entrance	EMG-EXC-WH-RG	<input type="checkbox"/>	3.6						
1st NW Living Room Exit to Backyard	EMG-EXC-WH-RG	<input type="checkbox"/>	3.6						
1st East Living Room Exit to Backyard	EMG-EXC-WH-RG	<input type="checkbox"/>	3.6						
1st South Hallway Exit to Garage	EMG-EXC-WH-RG	<input type="checkbox"/>	3.6						
1st South Front Entrance	EMG-EXC-WH-RG	<input type="checkbox"/>	3.6						
1st North Master Bedroom Exit to Backyard	EMG-EXC-WH-RG	<input type="checkbox"/>	3.6						

# Inventory & Warranty Report

Generated by: BuildingReports.com

Building: Legacy Recovery Center				
<p><i>The Inventory &amp; Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.</i></p>				
Device or Type		Category		Quantity
Emergency Light		Lighting		6
Fire Extinguisher		Fire		5
Type	Qty	Model #	Description	Manufacture Date
<b><i>In Service - 1 Year to 2 Years</i></b>				
<b>Ansul Sentry</b>				
Fire Extinguisher	5	X-AA05S-1	A.B.C.	01/22/2024
<b><i>In Service - 2 Years to 3 Years</i></b>				
<b>UL Listed</b>				
Emergency Light	6	EMG-EXC-WH-RG	Combination	01/22/2023





ARIZONA DEPARTMENT  
OF HEALTH SERVICES

LICENSING

**Notice of Deficiency**

Friday, February 14, 2025

Legacy Recovery Center; Richard Miller  
24745 South Lindsay Road  
Chandler, AZ 85249

SUBJECT: Application for HCI - Initial Application Requires Resubmission - Legacy Recovery Center

Dear Legacy Recovery Center:

Your application for a/an HCI - Initial Application (Application #AZFA1739304678298853) has been received by the Health Care, Arizona Department of Health Services ('Department').

The following issue(s) with your application was/were identified by the Department as cause for a Notice of Deficiency ('NOD'):

---

Issue(s) to be addressed by 04/15/2025:

1. A. A person applying for an initial a health care institution license shall submit to the Department an application packet that contains: 5. Except for a home health agency or a hospice service agency, one of the following: b. If a no part of the health care institution or a part of the health care institution is not required by this Chapter to comply with any of the physical plant codes and standards incorporated by reference in R9-10-104.01: vi. A floor plan showing, for each story of a facility, the room layout, room usage, each door and each window, plumbing fixtures, each exit, and the location of each fire protection device; See AAC R9-10-105
  - Please label all fire safety equipment including fire sprinklers. Based on the fire documents you provided, you have fire sprinklers.
  - Your pool gate did not appear to have a locking mechanism. Please provide photo evidence of the locking mechanism on the pool gate.
  - Please provide photo evidence that the trampoline has been removed.
- A. An administrator shall ensure that: 2. If a behavioral health residential facility is authorized to provide behavioral health services to individuals whose behavioral health

issue limits the individuals' ability to function independently, a resident admitted to the behavioral health residential facility with limited ability to function independently receives: a. Behavioral health services and personal care services as indicated in the resident's treatment plan, and b. Continuous protective oversight; See AAC R9-10-716(A)(2)

- Please remove the supplemental services to provide behavioral health services to individuals whose behavioral health issue limits the individuals' ability to function independently. You called after submitting this application stating you did not intend to select this option. There is a known issue that currently requires applicants to select this optional service. We are aware and we are working to fix this issue right away. Please check back in a few days to try to correct this service.

---

Please correct the above identified issue(s) and re-submit the corrected information and/or documents via the Department's online application system at: [My Application](#)

To re-submit the information and/or documents, please click on the above link and access the resubmission page. Once you log in to your account, please review the application issues on the top of the application and edit the sections noted. Proceed to the end of the application and select 'Submit.'

To properly complete your resubmission, please enter the information necessary to complete your application and/or upload the documents necessary to complete your application information.

Please be advised that pursuant to Arizona Administrative Code (A.A.C.) R9-10-108, you have until close of business, 04/15/2025 to resubmit the corrected information and/or documents to the Program.

If you do not re-submit the information and/or documents by 04/15/2025, the Department will consider your application to be withdrawn.

Please be advised, if your application is withdrawn and you still wish to apply, you will be required to pay the application fee and submit a new application.

Thank you,  
Bureau of Behavioral Health Facilities Licensing  
(602) 542-3422  
BehavioralHealth.Licensing@azdhs.gov

*This email is an automated notification and is unable to receive replies.*

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**Katie Hobbs** | Governor    **Jennie Cunico** | Director



ARIZONA DEPARTMENT  
OF HEALTH SERVICES

LICENSING

**Administrative Review Complete**

Tuesday, February 25, 2025

Legacy Recovery Center; Richard Miller  
24745 South Lindsay Road  
Chandler, AZ 85249

SUBJECT: Application for HCI - Initial Application Ready for Substantive Review - Legacy Recovery Center

Dear Legacy Recovery Center,

The Department received your HCI - Initial Application (Application #AZFA1739304678298853) you submitted on 2/11/2025.

The application information and all fees and documents required for administrative completeness have been reviewed and are complete as of 2/25/2025.

If it is determined by the Department that an inspection is required, the Department will contact you.

Thank you,  
Bureau of Behavioral Health Facilities Licensing  
(602) 542-3422  
BehavioralHealth.Licensing@azdhs.gov

*This email is an automated notification and is unable to receive replies.*

**Katie Hobbs** | Governor    **Jennie Cunico** | Director

## **EXHIBIT F**



# LEGACY

## RECOVERY CENTER

### FINANCIAL AGREEMENT

CLIENT-NAME:	<input type="text"/>	DOB:	<input type="text"/>
ADDRESS:	<input type="text"/>		
PHONE:	<input type="text"/>	ADMIT DATE:	<input type="text"/>
		PROGRAM:	<input type="text" value="RTC"/>
INSURANCE CO.:	<input type="text"/>	ID#:	<input type="text"/>
		GRP#:	<input type="text"/>
POLICY HOLDER:	<input type="text"/>	DOB:	<input type="text"/>
RELATIONSHIP TO CLIENT:	<input type="text"/>		

**Legacy Recovery Center, LLC.** (also referred to as "Legacy Recovery Center" or "Legacy") refers to any affiliated treatment centers under the parent company **Legacy Recovery Center**. This is a legally binding contract between Legacy Recovery Center., the person receiving treatment, the policy holder and / or the fiduciary. The words I, me, my, you, and your all refer to the client and/or responsible party.

As discussed, you would like to pay by use of your insurance policy. We will bill your insurance on your behalf. If you cannot pay your applicable out of pocket costs, you may qualify for a financial hardship. It is your responsibility to understand your benefit plan. Many health plans send claim checks and corresponding documents directly to the member. If received, please immediately provide all documents to Legacy Recovery Center. Insurance checks for treatment rendered by Legacy Recovery Center and need to be endorsed and made payable to the corresponding facility.

### ACKNOWLEDGMENTS / FINANCIAL AGREEMENTS

I understand my deductible, copays, coinsurance, and out of pocket max are my responsibility per my insurance contract.

\_\_\_\_\_  
INITIAL

### ESTIMATED OUT OF POCKET COSTS BASED ON YOUR INSURANCE POLICY

YEARLY DEDUCTIBLE:	<input type="text"/>	AMOUNT REMAINING:	<input type="text"/>
OUT-OF-POCKET-MAX:	<input type="text"/>	AMOUNT REMAINING:	<input type="text"/>
Deductible included in Out of Pocket (OOP) max: <input type="checkbox"/> Yes <input type="checkbox"/> No			
AMOUNT COLLECTED:	<input type="text"/>		

*Continued on following page...*



# LEGACY

## RECOVERY CENTER

### SUMMARY OF FINANCIAL RESPONSIBILITY

TOTAL COLLECTED AT TIME OF ADMISSION:

REMAINING BALANCE:

### PAYMENT PLAN AGREEMENT

PAYMENT AMOUNT:

START DATE:

END DATE:

FREQUENCY:

TOTAL AMOUNT OWED:

RELATIONSHIP TO CLIENT:

PHONE:

Client has attended previous treatment?

☐ Yes

☐ No

SPECIAL PAYMENT  
INSTRUCTIONS:

### DEDUCTIBLE RESET AGREEMENT (IF APPLICABLE)

☐ Not Applicable

YEARLY DEDUCTIBLE RESET DATE:

AMOUNT:

REVISED FINANCIAL AGREEMENT AMOUNT DUE:

### REFUND POLICY

- My insurance will be billed for only the dates of service incurred.
- After all insurance claims have processed and final payment has been received, Legacy Recovery Center billing staff will review the account to determine if a refund or additional payment is due.
- If a refund is due, it will be issued within sixty (60) days from the date it is calculated, made out to the person, people, company, or other organization that overpaid Legacy Recovery Center.
- Legacy Recovery Center is unable to legally issue refunds for deductible payments, therefore refunds are not applicable to deductible payments.

*Continued following page...*



# LEGACY

## RECOVERY CENTER

### TERMS

I have read the preceding information, and my signature below serves as acknowledgement of a clear understanding of my financial responsibility. I, or my fiduciary, agree to pay the Client Responsibility amount listed above. I understand this financial agreement was based on my personal ability to pay. I understand the terms of this agreement are strictly confidential and are to remain between Legacy Recovery Center staff and myself. I will not discuss the details of my agreement with other clients or outside parties as this may result in revocation of my offered financial agreement.

By signing this Financial Agreement, I, the Client/Guarantor agree to pay the **total client responsibility** listed in this agreement. If I do not make a payment upon the due date, I understand that I will be in default of this agreement. In such case, Legacy Recovery Center, LLC and /or its legal representative may take legal action against me for the full cost of treatment. In the event of default, I also agree to pay Legacy Recovery Center, LLC its reasonable attorney fees for any action taken to collect the unpaid balance. I further agree to accept the exclusive jurisdiction of any competent court in the State of Arizona with regard to any collection action commenced against me by Legacy Recovery Center, LLC or its legal representative.

I understand that this financial agreement was based on my personal ability to pay. The terms of this agreement are strictly confidential and are to remain between Legacy Recovery Center, LLC staff and I, the Client / Guarantor. I will not discuss the details of my agreement with other clients or outside parties as this may result in revocation of my scholarship or discount offered in this financial agreement.

**NOTE:** Federal and state law does not require balance billing, therefore Legacy Recovery Center, LLC will not balance bill. This means that you will never receive a bill from Legacy Recovery Center that is outside the scope of this financial agreement. Unless the policy does not cover the daily cost of treatment then a after all claims have processed and paid you may receive a bill to cover the daily cost.

#### PERSON RECEIVING TREATMENT:

Printed name

Signature

Date

PHONE:

EMAIL:

#### FIDUCIARY / PAYEE:

Printed name

Signature

Date

PHONE:

EMAIL:

## PRIVATE PAY FINANCIAL AGREEMENT

CLIENT NAME:

DATE:

Legacy Recovery Center, LLC has an obligation to inform you of its Refund Policy. Outlined below is the current Legacy Recovery Center, LLC. fee structure and Refund Policy.

**The cost for treatment at Legacy Recovery Center is \$1,000.00 per day.** Incidentals are not included in the cost of treatment. Those requiring medications will be assisted in establishing an account at the pharmacy currently utilized by Legacy Recovery Center, or at a pharmacy of your choice. Legacy Recovery Center **does not** pay for any outside medical services. Payment for treatment is due upon admission.

## REFUND POLICY

Legacy Recovery Center's refund policy is as follows: \$10,000.00 is non-refundable. Past the initial non-refundable fee, Legacy Recovery Center will offer a pro-rated daily refund based on Legacy Recovery Center's cost of \$1,000.00 per day. The patient will be permitted to return to treatment and the remaining balance will apply to the parents stay. While Legacy Recovery Center does issue refunds in many instances, Legacy Recovery Center reserves the right to not issue refunds based on its sole discretion.

## PAYMENT PLAN AGREEMENT

AMOUNT PAID UPON ADMISSION:

TOTAL AMOUNT OWED:

PAYMENT AMOUNT:

START DATE:

END DATE:

FREQUENCY:

PAYEE FULL NAME:

DOB:

RELATIONSHIP TO CLIENT:

PHONE:

SPECIAL PAYMENT INSTRUCTIONS:

## TERMS

I have read the preceding information, and my signature below serves as acknowledgement of a clear understanding of my financial responsibility. I, or my fiduciary, agree to pay the Client Responsibility amount listed above. I understand this financial agreement was based on my personal ability to pay. Any non-compliance of this agreement may result in my account being sent to collections with an additional 35% fee added, along with any outstanding amounts owed. I understand the terms of this agreement are strictly confidential and are to remain between Legacy Recovery Center staff and myself. I will not discuss the details of my agreement with other clients or outside parties as this may result in revocation of my offered financial agreement.

By signing this Financial Agreement, I, the Client/Guarantor agree to pay the **total client responsibility** listed in this agreement. If I do not make a payment upon the due date, I understand that I will be in default of this agreement. In such case, Legacy Recovery Center, LLC and /or its legal representative may take legal action against me for the full cost of treatment. In the event of default, I also agree to pay Legacy Recovery Center, LLC its reasonable attorney fees for any action taken to collect the unpaid balance. I further agree to accept the exclusive jurisdiction of any competent court in the State of Arizona with regard to any collection action commenced against me by Legacy Recovery Center, LLC or its legal representative.

*Continued on following page...*



I understand that this financial agreement was based on my personal ability to pay. The terms of this agreement are strictly confidential and are to remain between Legacy Recovery Center, LLC staff and I, the Client / Guarantor. I will not discuss the details of my agreement with other clients or outside parties as this may result in revocation of my scholarship or discount offered in this financial agreement.

**NOTE:** Federal and state law does not require balance billing, therefore Legacy Recovery Center, LLC will not balance bill.

**ACKNOWLEDGMENT**

By signing below, you are confirming that you've read and understand the fee structure and refund policy outlined in this disclosure and agree to the terms that apply:

<div></div>	<div></div>	<div></div>
Financial Fiduciary Printed Name	Signature	Date

Completed by:

David Seymour

Staff Printed Name	Signature	Date