

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



DECLARATION OF
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: KEVIN BOUNMYER

PUBLIC BODY: DRB

DATE OF PUBLIC MEETING: Aug 20, 2015 AGENDA ITEM NO.: 4

DESCRIPTION OF ITEM: QUARLSTONE / RANLHIDE

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

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

WORK FOR SELLER OF PROPERTY

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

Explain: _____

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

K. Bounmyer
Signature

Aug 20, 2015
Date Signed

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

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



DECLARATION OF
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: KEVIN BOLLING, JR.

PUBLIC BODY: DRB

DATE OF PUBLIC MEETING: 2/6/15 AGENDA ITEM NO.: _____

DESCRIPTION OF ITEM: S3-D2-2014

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

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

WOLK FOR THE SELLER OF
OLIG PROP.

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

Explain: _____

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

K [Signature]
Signature

2/6/15
Date Signed

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

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



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 7215 E. Silverstone Dr.
- b. County Tax Assessor's Parcel Number: 212-03-597
- c. General Location: SEC Scottsdale Rd & Silverstone Dr.
- d. Parcel Size: +/- 16.7 acres
- e. Legal Description: SILVERSTONE @ PINNACLE PEAK MOD, Lot E

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

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

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

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

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

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

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

Name (printed)

Scott Taylor
Rdo Orme

Date

11/4, 2014
11/21, 2014
_____, 20____
_____, 20____

Signature

[Signature]
[Signature]

Planning and Development Services

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

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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

RIGHTS OF PROPERTY OWNER

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

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

APPEAL PROCEDURE

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

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

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

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

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

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

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

I hereby certify that I am the owner of property located at:

7215 E. Silverstone Rd., Scottsdale, AZ (SEC Scottsdale Rd. & Silverstone Dr.)

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

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



Signature of Property Owner

11/4/14

Date



First American Title

Commitment

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

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

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

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

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issued by:



**FIRST ARIZONA
TITLE AGENCY**

6263 North Scottsdale Road, Suite 190
Scottsdale, AZ 85250

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

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53-DR-2014
11/21/2014

CONDITIONS

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



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Schedule A

File No.: 11-146829

1. Effective Date: November 14, 2014

2. Policy or Policies to be issued: AMOUNT

a. ☐ ALTA Standard Owner's Policy \$40,500,000.00

☒ ALTA Extended Owner's Policy

☐ ALTA Residential Plain Language Owner's Policy

☐ ALTA Homeowner's Policy of Title Insurance

Proposed Insured: CITY OF SCOTTSDALE

b. ☐ ALTA Standard Loan Policy \$0.00

☐ ALTA Extended Loan Policy

☐ ALTA Short Form Residential Loan Policy

☐ ALTA Residential Limited Coverage Jr. Loan Policy

Proposed Insured:

c. ☐ \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is
Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

5. The land referred to in this Commitment is described as follows:
Legal Description: See Exhibit "A"

First Arizona Title Agency as Agent for First American Title Insurance Company
Title Examiner: Terry VanderVlucht
Amended:

Exhibit "A"

Real property in the City of **SCOTTSDALE**, County of **MARICOPA**, State of **Arizona**, described as follows:

Lot E, Silverstone at Pinnacle Peak, according to the plat of record in the office of the County Recorder in Book 883 of Maps, Page 17, records of Maricopa County, Arizona.



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Schedule BI

File No.: 11-146829

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded, as follows: None
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. Proper showing that all assessments due and payable, levied by Silverstone Property Owners Association, have been paid to and including the closing date of this transaction.
6. Completion of inspection now in progress by an employee of First Arizona Title Agency. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.
7. Provide proper notification prior to the closing of this transaction to First Arizona Title Agency for an inspection to be completed and to disclose any additional exceptions and/or requirements.
8. Notify the borrower herein that no work is to be done or materials delivered to the premises prior to notice by this company that the mortgage or deed of trust to be insured has been recorded.
9. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
10. Furnish the company with Owners Declaration executed by MT Pinnacle LLC.
11. Furnish the company with Mechanic's Lien Indemnification relating to any recently completed, proposed or on-going construction. **Said indemnity must be executed by the borrowers and general contractor.**
12. Submit for approval, Mechanic's Lien Risk Assessment Worksheet, completed by the Title Company personnel. Rights are reserved to make additional exceptions and/or requirements upon review of the above.

13. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
14. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$5,760,000.00, recorded June 25, 2014 as 2014-0416715 of Official Records.

Dated: June 25, 2014

Trustor: MT Pinnacle LLC, an Arizona limited liability company

Trustee: National Bank of Arizona, a national banking association

Beneficiary: National Bank of Arizona, a national banking association

15. Record Warranty Deed from MT PINNACLE LLC to Buyer(s).

16. Record Deed of Trust shown as in Schedule A, Item 2 b.

NOTE: If First Arizona Title Agency is named as Trustee in the Deed of Trust, the correct name and address is:

First Arizona Title Agency
6263 North Scottsdale Road, Suite 190
Scottsdale, Arizona 85250

NOTE: Taxes are assessed in the total amount of \$99,538.84 for the year 2014 under Assessor's Parcel No. 212-03-597.

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matter(s) constitute the conveyance chain of title for the 24 month period preceding the date hereof, OR if no conveyance has been recorded in that period, the last recorded instrument vesting title to the land described herein:

An instrument executed by Dearborn Street Holdings LLC, an Illinois limited liability company, in favor of LaSalle 115 Holdings LLC-Series 34 Villa Volterra (M&I), an Illinois limited liability company, recorded June 24, 2013, as 2013-0576544 of Official Records.

An instrument executed by LaSalle 115 Holdings LLC-Series 34 Villa Volterra (M&I), an Illinois limited liability company, in favor of MT Pinnacle LLC, an Arizona limited liability company, recorded January 29, 2014, as 2014-0060687 of Official Records.

NOTE: Operating Agreement on file in this office authorizes the following to execute any necessary instruments on behalf of MT Pinnacle LLC, an Arizona limited liability company: Mark Taylor, Inc., as Manager (Jeffrey L. Mark, as Chairman or Scott L. Taylor, as President)



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency

Schedule BII

File No.: 11-146829

EXCEPTIONS

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

1. Second installment of 2014 taxes, a lien, payable on or before March 1, 2015, and delinquent May 1, 2015.
2. Water rights, claims or title to water, whether or not shown by the public records.
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. Any charge upon said land by reason of its inclusion in Silverstone Property Owners Association.
5. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 883 of Maps, Page 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Covenants, conditions and restrictions in the document recorded as 2006-1608074 and Supplemental Declaration recorded in Document No. 2006-1609324 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
7. Roadway as shown on the map recorded January 3, 1961, in Book 13, Page 94 of Road Maps
(Scottsdale Road)
8. All matters as set forth in Sign Easement Agreement as recorded July 25, 2014 in Document No. 2014-0487971
9. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

PRIVACY POLICY NOTICE

We are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information which you provide us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. In compliance with Title V of the Gramm-Leach-Bliley Act, we are providing you with this document, which notifies you of the privacy policy and practices of First Arizona Title Agency.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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