

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



Affidavit of Posting

Required: Signed, Notarized originals.

Recommended: E-mail copy to your project coordinator.

☐ Project Under Consideration Sign (White)

☒ Public Hearing Notice Sign (Red)

Case Number: 3-GP-2015 & 12-ZN-2015

Project Name: Gallery

Location: 3126 N. 71st St.

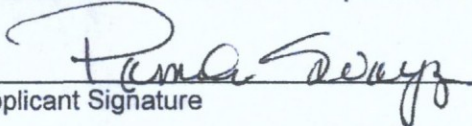
Site Posting Date: 10/8/15 sign modified: 11/10/15

Applicant Name: Rose Law Group

Sign Company Name: Dynamite Signs, Inc.

Phone Number: 480-585-3031

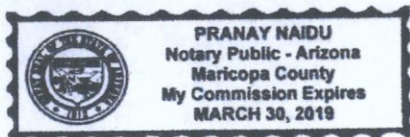
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.


Applicant Signature

11.10.15
Date

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

Acknowledged before me this the 10 day of Nov 2015




Notary Public

My commission expires: 03.30.2019

City of Scottsdale -- Current Planning Division

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



City of Scottsdale
PUBLIC NOTICE

ZONING/PUBLIC HEARINGS

City Hall
3939 N. Drinkwater Boulevard
[www.Scottsdaleaz.gov/projects/Project in Process](http://www.Scottsdaleaz.gov/projects/Project%20in%20Process)

PLANNING COMMISSION: 5:00 P.M., 10/28/2015

CITY COUNCIL: 5:00 P.M., 12/2/2015

REQUEST: by owner for a Non-Major General Plan Amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Mixed-Use Neighborhoods to Urban Neighborhoods and for a Zoning District Map Amendment from Highway Commercial (C-3) zoning to Multiple-family Residential (R-5) zoning on a 1.2+/- acre site.

LOCATION: 3126 N. 71st Street

Case Number: 3-GP-2015 & 12-ZN-2015

Applicant/Contact: Jordan Rose

Phone Number: 480-505-3939

Email Address: jrose@roselawgroup.com

Posting
Date:
10/8/15

Case File Available at City of Scottsdale 480-312-7000

Project information may be researched at: <http://www.scottsdaleaz.gov/projects/>

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

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

City of Scottsdale Case Nos. 3-GP-2015 &
12-ZN-2015

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

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the "Agreement") is made in favor of the City of Scottsdale ("City") by Bratu, LLC a manager ("Owner").

RECITALS

A. Owner is the fee title owner of property, Parcel No(s).130-17-006A, 130-17-010A located at 3126 N 71st Street (the "Property").

B. Owner acknowledges that he/she has made a request to the City for application of its land use laws for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.

C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a land owner, in some cases, if the city approves a land use law that reduces the fair market value of the owner's property. This law is sometimes referred to as "Proposition 207" or the "Private Property Rights Protection Act". (ARS 12-1131, et.seq.)

D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes private property owners to enter into agreements with political subdivisions to waive any claim for diminution in value of their property in connection with any action requested by the property owner.

E. City and Owner seek to resolve whether the application of the City's land use laws to the Property constitute a "diminution in value" of the Property or other harm entitling Owner, now or in the future, to seek compensation from the City under the Private Property Rights Protection Act.

IT IS AGREED AS FOLLOWS:

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)

c. Owner has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions set forth in Exhibit A shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that compliance with the stipulations and conditions set forth in Exhibit A will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act based on the Owner's request in Case Nos. 3-GP-2015 & 12-ZN-2015. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have based on the Owner's request in Case Nos. 3-GP-2015 & 12-ZN-2015.

d. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

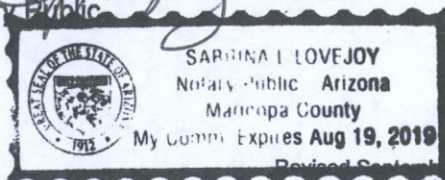
Owner: Brahn, LLC Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me
by William S. Lind on this 24 day of November, 2015.

My commission expires: Aug 19, 2019

Notary Public



July 15, 2015

City of Scottsdale
Planning, Neighborhood & Transportation
7447 E. Indian School Road, Ste. 105
Scottsdale, AZ 85251

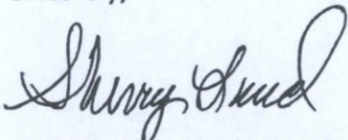
RE: Property Owner Authorization Letter for SEC of 71st St & Earll Rd.

To Whom It May Concern:

I am the owner of one property (APN #'s 130-17-001, -002, -003B, -004C, -007C, -004A, -005B) located at the southeast corner of SEC of 71st Street & Earll Road to be included with the Gallery rezoning application. As owner of this property I hereby grant LVA Urban Design Studio and Hoskin-Ryan Consultants the authority to represent the subject property in all rezoning, preliminary plat, abandonment, Development Review Board, non-major general plan amendment, and any other development approvals for the aforementioned property on behalf of Mockingbird Group, LLC.

If you should have any questions or concerns, I may be reached at (480) 607-3443.

Sincerely,



Authorized Agent for Mockingbird Group, LLC

3-GP-2015
7/15/2015



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 3126 N 71ST ST
 - b. County Tax Assessor's Parcel Number: 130-17-001, -002, -003B, -004B, -004C,
 - c. General Location: SEC Earll & 71ST ST -007C, -004A,
 - d. Parcel Size: 1.2 AC -005B
 - e. Legal Description: LOTS 1-5 OF OLENE PLACE, 50601, 6-16-50
- (If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

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

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

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

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

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

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

Name (printed)

Date

Signature

ALEX STEDMAN

5/1, 2015

[Signature]

_____, 20____

_____, 20____

_____, 20____

Planning and Development Services

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



Request To Submit Concurrent Development Applications

Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input checked="" type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input checked="" type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner:

Company:

Address:

Phone:

Fax:

E-mail:

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. §9-831 – 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name):

Title:

William S Lund
Signature

Date:

July 10, 2015

Official Use Only:

Submittal Date:

Request: ☐ Approved or ☐ Denied

Staff Name (Print):

Staff Signature:

Date:

Planning, Neighborhood & Transportation Division

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov

Page 1 of 1

Revision Date: 01/25/2013

3-GP-2015
7/15/2015



Fidelity National Title Insurance Company

Commitment No. AX1312

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("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 6 months 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, Fidelity National 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.

New Land Title Agency, L.L.C.
20830 North Tatum Blvd., #250
Phoenix, AZ 85050
Phone: 480-824-4243 Fax: 480-824-4180

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:

ATTEST

President

Secretary

Countersigned:

Authorized Signatory
Ryan Row



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/>>.*



**New Land Title Agency, L.L.C.
PRIVACY POLICY**

This privacy policy notice is designed to inform you of the types of information we may maintain and collect during the course of our relationship with you. It also explains the safeguards we have in place to protect that information and the circumstances in which we may share that information with third parties.

Information We Maintain or Collect

We maintain and collect nonpublic personal information from you and about you as necessary to provide you with title insurance for your home and, if applicable, to provide your mortgage lender with title insurance. In addition, we maintain and collect nonpublic personal information about you as necessary to provide you with settlement services for your home purchase, mortgage financing or re-financing. We also may maintain or collect information about you to provide products, services, and other opportunities that we believe may be of benefit to you. The following are examples of the types of nonpublic personal information we maintain or collect:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as but not limited to information concerning your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Information Sharing with Third Parties

We do not disclose nonpublic personal information about you to third parties except as permitted or required by law. There are numerous instances in which we are permitted or required to share such information. Some examples include:

- Sharing information with third parties who provide services to us in connection with the preparation and processing of title insurance commitments or binders for your and/or your lender, such as by way of example and not limitation, mortgage lenders, title insurance underwriters, title searchers or abstractors.
- Sharing information with others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction or to enable us to comply with your lender's closing instructions;
- Sharing information with lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.
- Sharing information to comply with federal, state or local laws; or when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.
- Sharing information to protect you, K. Hovnanian, New Land Title Agency, L.L.C. and any of our title insurance underwriters from actual or potential fraud.

Confidentiality and Security of Information

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to process or administer you or your lender's request for title insurance and/or to provide settlement services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Former Customers

Our privacy policy for sharing nonpublic personal information about former customers is the same as our policy for current customers.

Additional Information

For information about the Financial Services Division Privacy Policy call us at (800) 669-9790, if you have more General Inquiries about the Hovnanian Enterprises, Inc. Privacy Policy contact us at info@khov.com.



New Land Title Agency, L.L.C.
20830 North Tatum Blvd., #250
Phoenix, AZ 85050
Ph: 480-824-4243 Fax: 480-824-4180

SCHEDULE A

Escrow Officer: Paul Lovato
Title Officer: Ryan Row
Escrow No: **AX1312**
Title No: **AX1312**

1. Commitment Date: **March 20, 2015, 8:00 am**
2. Policy (or Policies) to be issued: Policy Amount
 - a. Owner's Policy **\$1,100,000.00**

Proposed Insured: **The City of Scottsdale**
 - b. Loan Policy

Proposed Insured:
 - c. Proposed Insured:
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by

Mockingbird Group, LLC, an Arizona limited liability company, which acquired title as BRALU, LLC, an Arizona limited liability company
4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

The land referred to herein below is situated in the County of Maricopa, State of Arizona and is described as follows:

PARCEL NO. 1:

A portion of the Southeast quarter of the Southeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner of said Southeast quarter of the Southeast quarter, a City of Scottsdale brass cap in handhole, from which the Northwest corner thereof a City of Scottsdale brass cap flush, bears South 89 degrees 10 minutes 30 seconds West (basis of bearings) along the monument line of Earll Drive, a distance of 1310.75 feet;

Thence South 89 degrees 10 minutes 30 seconds West along the North line of the Southeast quarter of the Southeast quarter of said Section 27, a distance of 510.07 feet;

Thence leaving said North line, South 00 degrees 02 minutes 06 seconds West, a distance of 20.00 feet, to a point on the Southerly right-of-way line of Earll Drive, also being the point of beginning;

Thence continuing South 00 degrees 02 minutes 06 seconds West, along the West line of the East 121.81 feet of Olene Place as recorded in Book 48 of Maps, Page 5, MCR, a distance of 238.44 feet to the North line of the South 80 feet of said Olene Place;

Thence South 89 degrees 11 minutes 08 seconds West along said North line, a distance of 151.80 feet;

Thence North 00 degrees 02 minutes 06 seconds East leaving said North line, a distance of 228.41 feet to the South right of way line of Earll Drive;

Thence North 89 degrees 10 minutes 30 seconds East along said right of way, a distance 127.63 feet;

Thence North 00 degrees 00 minutes 15 seconds East along said right of way, a distance of 10.00 feet;

Thence North 89 degrees 10 minutes 15 seconds East along said right-of-way line, a distance of 24.18 feet to the point of beginning.

PARCEL NO. 2:

The West 30.00 feet of the South 80.00 feet of OLENE PLACE, according to the plat of record in the County Recorder of Maricopa County, Arizona, recorded as Book 48 of Maps, Page 5.

PARCEL NO. 3:

The South 80.00 feet of OLENE PLACE, according to the plat of record in the County Recorder of Maricopa County, Arizona, recorded as Book 48 of Maps, Page 5 and that portion of Marshall Avenue abandoned by Resolution recorded in Instrument No. 84-0493240, records of Maricopa County, Arizona;

Except the East 121.81 feet of said OLENE PLACE;

Except the West 30.00 feet of said OLENE PLACE.

TITLE INSURANCE COMMITMENT

BY

Fidelity National Title Insurance Company**SCHEDULE B - SECTION I*****REQUIREMENTS***

NOTE: All instruments need to conform with the County Recorder's Instrument Conformance Template

ARS Section 11-480 requires that the:

Maximum document width is	8 1/2"
Maximum document length is	14"
Minimum print size is	10 point
Minimum top margin is	2"
Minimum left, right and Bottom margins be	1/2"

1. FURNISH "AFFIDAVIT OF NO REPAIRS AND/OR LEASES" executed by the owner of the property.

The right is reserved to make additional exceptions or requirements upon examination of said affidavit

2. Furnish evidence of the date of completion of the improvements constructed on said land and lapse of the statutory time in which a claimant for unpaid labor or materials may record a lien; or in lieu thereof, furnish such documentation that the Company may require for review to determine if an indemnification by the seller and/or contractor and/or borrowers would be acceptable to the Company. Any indemnity must be on the Company's form and it may be required that individual principals or corporations or other entities and their spouse execute same.
3. PAY ANY OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
4. FURNISH satisfactory evidence to the company that all regular and special assessments levied by Salt River Project Agricultural Improvement and Power District which are now due and payable are paid.
5. FURNISH the Company a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission and a fully executed copy of the Operating Agreement and all amendments thereto for Mockingbird Group, LLC, an Arizona limited liability company.

NOTE: The Company reserves the right to make requirements and/or exceptions upon review of the above.

6. FURNISH the Company a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission and a fully executed copy of the Operating Agreement and all amendments thereto for K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company.
7. INTENTIONALLY OMITTED ~~FURNISH a properly engineered legal description for review.~~

~~NOTE: The Company reserves the right to make requirements and/or exceptions upon review of the above.~~

8. FURNISH approval of the legal description used herein by all parties to this transaction.
9. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in according 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, shall also show thereon Items 1, 8, 11(b), 16, 17, 20(a) and 20(b) from Table A thereof.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

10. PROVIDE UNDERWRITER APPROVAL for the transaction to be insured herein required prior to close of escrow.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

11. RECORD Deed from Mockingbird Group, LLC, an Arizona limited liability company, which acquired title as BRALU, LLC, an Arizona limited liability company to K. Hovnanian Great Western Homes, LLC, An Arizona Limited Liability Company.
12. PROVIDE documentation to the Company from the City of Scottsdale that provides that the provisions of the Agreement shown as Exception number 18 in Schedule B - Section II herein are no longer required.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

NOTE: 6 month chain of title: NONE

TITLE INSURANCE COMMITMENT

BY

Fidelity National Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. 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.
2. Easements or claims of easements not shown by the public records.
3. Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey or inspection of the premises and not shown by the public records.
4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. (a) Unpatented mining claims; (b) water rights, claims or title to water, whether or not the matters excepted under (a) or (b) are shown by the public records.
7. TAXES and ASSESSMENTS for the Second Half of 2014 plus any penalties and interest which may accrue. A lien not yet due and payable.

Assessor's Parcel No.'s: 130-17-001, 130-17-002, 130-17-003B, 130-17-004A, 130-17-004B, 130-17-004C, 130-17-005B (covers more property), 130-17-007C, 130-17-008A, 130-17-009A (covers more property)

8. ~~INTENTIONALLY OMITTED OBLIGATIONS imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding, however, Municipal or County Improvement Districts.~~
9. ~~INTENTIONALLY OMITTED RESERVATIONS, EXCEPTIONS and PROVISIONS contained in the Patent(s) from the United States of America or the State of Arizona or in the Acts authorizing the issuance thereof.~~
10. THE LIABILITIES and OBLIGATIONS imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users Association, an Arizona corporation; and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land. (All assessments due and payable

have been paid)

11. ~~INTENTIONALLY OMITTED EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS and MATTERS shown on the plat for SECURITY ACRES, AMENDED, recorded in Book 8 of Maps, Page 59, but omitting 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.~~
12. EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS and MATTERS shown on the plat for OLENE PLACE, recorded in Book 48 of Maps, Page 5, but omitting 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.
13. EASEMENT for right of way for road or highway and public utilities purposes and rights incidental thereto, as set forth in the document recorded in Instrument No. 84-0488654.
14. ANY easements or rights of way for existing utilities or other rights of way over those portions of said land lying within the public right of way abandoned by resolution or ordinance recorded in Instrument No. 84-0493240.
15. All matters as set forth in Covenant and Agreement to Hold Property as One Parcel recorded in Instrument No. 96-0397809.

Reference is hereby made to said document for full particulars.

16. All matters contained in that certain document entitled "City of Scottsdale Request for Lot Split" recorded in Instrument No. 96-0397810.

Reference is hereby made to said document for full particulars.

17. All matters contained in that certain document entitled "Development Agreement" recorded in Instrument No. 2007-0230672.

Reference is hereby made to said document for full particulars.

Affects Parcels 1 and 2

18. All matters contained in that certain document entitled "Assurance to City of Remote Parking" recorded in Instrument No. 2007-0511486.

Reference is hereby made to said document for full particulars.

Affects Parcels 1 and 2

Note: This exception will be removed upon compliance with Requirement number 12, Schedule B - Section I herein.

19. All matters as set forth in Record of Survey recorded April 1, 2014 in Book 1211 of Maps, Page 14.