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

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



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
Charles Chisholm
Heath Reed

5/1, 2015
9/16/15, 20
9/16/15, 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

**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:

3126 N 71ST ST

(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.

William S. Sand
Signature of Property Owner

7/10/15
Date



Fidelity National Title Insurance Company

Commitment No. AX1265

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:

[Signature]
[Signature]

President

Secretary

Countersigned:

[Signature]

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/>>.*

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- 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 information concerning your policy, premiums, payment history, information about 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.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or 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;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To 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.

We may also disclose your Personal Information to others 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.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



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: **AX1265**
Title No: **AX1265**

1. Commitment Date: **November 04, 2014, 8:00 am**
2. Policy (or Policies) to be issued: Policy Amount
 - a. Owner's Policy **\$3,925,000.00**

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
HHL Land, LLC, an Arizona limited liability company
4. The land referred to in the Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Parcel 16, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision according to the plat of record in Book 191 of Maps, at Page 26 thereof, in the office of the County Recorder of Maricopa County, Arizona;

~~EXCEPTING therefrom that portion of the above described real property conveyed to the City of Scottsdale, an Arizona municipal corporation in Instrument No. 2007-0630157; and further~~

EXCEPTING all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, as reserved in Patent recorded in Docket 304, Page 447.

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 TAXES and ASSESSMENTS for the FIRST HALF of 2014 plus any penalties and interest which may have accrued.
Assessor's Parcel No.: 217-01-025A
4. 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.
5. PAYMENT OF TRANSFER FEE AND RELEASE OF LIEN AND OR ESTOPPEL CERTIFICATE REQUIRED, with respect of the transfer fee(s) from the "trustee" under the Covenants, Conditions and Restrictions recorded and shown in exception(s) herein of Schedule B, Part II.
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 HHL Land, LLC, an Arizona limited liability company.
7. 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.
8. RECORD Deed from HHL Land, LLC, an Arizona limited liability company to K. Hovnanian Great Western Homes, LLC, An Arizona Limited Liability Company.
9. RECORD Deed from K. Hovnanian Great Western Homes, LLC, An Arizona Limited Liability Company to The City of Scottsdale.

NOTE: 6 month chain of title:

Special Warranty Deed from HHL Properties Limited Partnership, a Pennsylvania limited partnership to HHL Lanc, LLC, an Arizona limited liability company, recorded December 31, 2012 in Instrument No. 2012-1190300.

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.
8. 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. 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. INTENTIONALLY OMITTED ~~ALL MATTERS~~ as set forth in Dedication recorded in Docket 12076, Page 648.
11. EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS and MATTERS shown on the plat for The Goldie Brown Pinnacle Peak Ranch Unit One, recorded in Book 191 of Maps, Page 26, 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. ALL MATTERS as set forth in Dedication recorded in Docket 12076, Page 648, and there after amended by RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including, but not limited to, any recitals creating easements or party walls, but omitting any restriction, condition, covenant, reservation, liability or obligation, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said restriction, condition, covenant, reservation, liability or obligation is permitted under applicable law, as shown on the recorded plat of said subdivision and as set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Docket 12325, Page 538.
- ~~13. INTENTIONALLY OMITTED COVENANTS, CONDITIONS and RESTRICTIONS recorded in Docket 12325, Page 538, purporting to impose a transfer fee or a conveyance fee payable upon the transfer of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens, or charges, whether recorded or unrecorded, if any, currently due and payable or that will become due and payable, and any other rights deriving therefrom, that are assessed pursuant thereto.~~
14. ALL MATTERS as set forth in City of Scottsdale Public Right-of-Way Dedication Special Warranty Deed recorded in Instrument No. 2007-0630157.
15. EASEMENT for temporary construction purposes and rights incidental thereto, as set forth in the document recorded in Instrument No. 2007-0639964.
16. ALL MATTERS as set forth in Record of Survey recorded in Book 974 of Maps, Page 13.
17. ALL MATTERS as set forth in City of Scottsdale Drainage and Flood Control Easement and Provision for Maintenance recorded in Instrument No. 2009-0366869.
18. ALL MATTERS as set forth in Facility Payback Agreement for Sewer System Improvements in the Sereno Canyon Service Area recorded in Instrument No. 2010-1110660.
19. ALL MATTERS as set forth in Facility Payback Agreement for Water System Improvements in the Sereno Canyon Service Area recorded in Instrument No. 2010-1110859.
20. ALL MATTERS as set forth in Notice of Reimbursement Requirement for Water Facility recorded in Instrument No. 2011-0136821.
21. ALL MATTERS as set forth in NOTICE OF REIMBURSEMENT REQUIREMENT FOR SEWER FACILITY recorded in Instrument No. 2011-0241651.