

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

Legal



# Affidavit of Posting

Office of the City Clerk

STATE OF ARIZONA            )  
  )  
COUNTY OF MARICOPA        )            SS

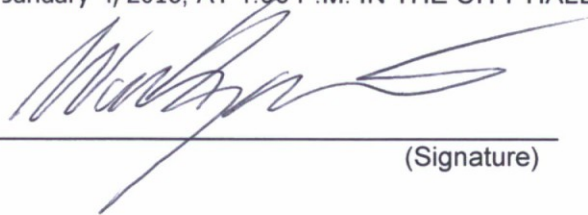
I, Wayland Barton, being first duly sworn, depose and say:

That on December 22, 2017, I posted notification poster(s) for the properties indicated below.

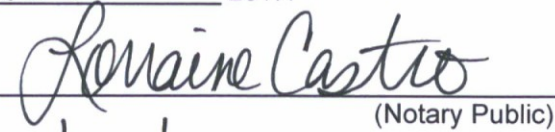
**Site(s) must be posted on or before: December 25, 2017**

Case No.	Description and Location of Project	No. of Signs	Date Posted
25-DR-2017	Luxian Villas On Camelback, 6442 E Camelback Rd	1	12/22/17

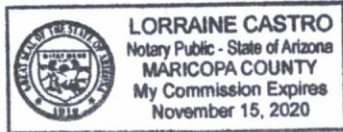
**Date of Development Review Board Public Meeting:** January 4, 2018, AT 1:00 P.M. IN THE CITY HALL KIVA, SCOTTSDALE, ARIZONA.

  
\_\_\_\_\_  
(Signature)

Acknowledged this 27<sup>th</sup> day of December 2017.

  
\_\_\_\_\_  
(Notary Public)

My commission expires 11/15/2020



## Planning and Development Services

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



*First American Title™*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

**Greystone Title Agency, LLC**

First American Title Insurance Company, a Nebraska 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 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.

First Am  
Title Ins  
the la  
the pro

THE CO  
DATE

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

Greystone Title Agency LLC, it's Agent

Jeffrey S. Robinson  
Secretary

By

Authorized Countersignature

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

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**Greystone Title Agency, LLC**

First A

CO

THE CO  
PRESIDENT

JEFFREY S.

**25-DR-2017**  
**05/25/17**

# 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**

BY

**First American Title Insurance Company**

**Schedule A**

**Greystone Title Agency, LLC**

Order No.: **13399A-099-MR**

Effective Date: **5/1/17**

1. Policy or Policies to be issued:

Amount

a. **ALTA Standard Owners Policy (2006)**

**\$3,150,000.00**

Proposed Insured:

**City of Scottsdale, a municipal corporation**

b. **None**

**\$0.00**

Proposed Insured:

**None**

**\$0.00**

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment is:

**Fee**

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

**Luxian Villas on Camelback, LLC, an Arizona limited liability company**

The estate herein described upon issuance of the Policy shall be vested in:

**City of Scottsdale, a municipal corporation**

4. The proposed loan and assignments thereof, if any are described as follows:

**NONE**

5. The land referred to in this Commitment is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

Note: Please direct all inquiries and correspondence to

**Letitia Leach  
(480) 624-8600**

**GREYSTONE TITLE AGENCY, LLC, issuing agent  
for First American Title Insurance Company**

By: **Mark Robinson/MR /mr  
Title Department**



**First American Title™**

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Exhibit A

**Greystone Title Agency, LLC**

Order No.: **13399A-099-MR**

### LEGAL DESCRIPTION

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

**PARCEL NO. 1:**

Lot 28, of CAMELBACK CLUB ESTATES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded Book 65 of Maps, Page 38.

**PARCEL NO. 2:**

Lot 29, of CAMELBACK CLUB ESTATES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 65 of Maps, Page 38.

Except the South 8 feet as granted to the State of Arizona by final decree of Condemnation I Case No. 115465 recorded in Docket 3946, Page 863

**PARCEL NO. 3:**

Lot 30, of CAMELBACK CLUB ESTATES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 65 of Maps, Page 38.

**APN: 173-35-028; 173-35-029, 173-35-030A**



**First American Title™**

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BI**

**Greystone Title Agency, LLC**

Order No.: **13399A-099-MR**

**REQUIREMENTS**

**Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith:**

The following requirements must be satisfied:

- A. Payment of the necessary consideration for the estate or interest to be insured.
- B. Pay all premiums, fees and charges for the policy.
- C. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- D. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

For the current tax information please, prior to recording, contact:

**Maricopa County Treasurer**  
 301 W. Jefferson, Room 100  
 Phoenix, AZ 85003  
 (602)506-8511  
 Treasurer.maricopa.gov

**TAX INFORMATION:**

Parcel No.: **173-35-028**  
 Year: **2016**  
 Full year amount: **\$3,905.52**  
 2016 Taxes are paid

Affects Parcel No. 1

**TAX INFORMATION:**

Parcel No.: **173-35-029**  
 Year: **2016**  
 Full year amount: **\$3,737.04**  
 2016 Taxes are paid

Affects Parcel No. 2

**TAX INFORMATION:**

Parcel No.: **173-35-030A**  
 Year: **2016**  
 Full year amount: **\$3,441.82**  
 2016 Taxes are paid



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

# Schedule BI (Continued)

Order No.: 13399A-099-MR

Affects Parcel No. 3

1. PAYMENT in full of all assessments, late charges, transfer fees, and any other amounts due Arcadia Water District.
2. RECORD Full Reconveyance under Deed of Trust given to secure an indebtedness in the original principal amount shown therein, together with any and all other obligations secured thereby.

Dated: November 15, 2016  
Trustor: **Luxian Villas on Camelback, LLC, an Arizona limited liability company**  
Trustee: Andrew Abraham, Esq.  
Beneficiary: Pacific Coach Inc.  
Amount: \$7,500,000.00  
Recorded: November 15, 2016  
In: Document No. 2016-843008

3. RECORD Full Release of Assignment of Rents and Leases by and between **Luxian Villas on Camelback, LLC, an Arizona limited liability company**, as Assignor, and Pacific Coach Inc., as Assignee, recorded November 15, 2016, in Instrument No. 2016-843009.
4. RECORD Full Release of Assignment of Plans, Specifications and Contracts recorded November 15, 2016 in Instrument No. 2016-843010
5. RECORD Warranty Deed from **Luxian Villas on Camelback, LLC, an Arizona limited liability company** to **City of Scottsdale, a municipal corporation**.

NOTE: The following is for informational purposes only:

The Current Vesting referred to in Schedule A, herein, is pursuant to Warranty Deed, recorded November 15, 2016, in Instrument No. 2016-843007 to **Luxian Villas on Camelback, LLC, an Arizona limited liability company**.

After examination of the property indices in the Title Plant of the Company's issuing office affecting the real property set forth in Item 5, Schedule "A", the following information is furnished as to listings of other conveyances within the preceding 24 months:

NONE

End of Schedule BI



*First American Title™*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

## Schedule BII

**Greystone Title Agency, LLC**

Order No.: **13399A-099-MR**

### 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:

- A1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
1. (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.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any Lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Record.
7. Reservations, rights, easements or other matters as may be set forth in the Patent to said land recorded in the office of the County Recorder, or in acts authorizing the issuance thereof.
8. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
9. Taxes for the year of 2017, a Lien, but not yet due and payable.  
First half due and payable October 1, 2017 and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year, and delinquent May 1 of that same year.
10. The liabilities and obligations imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
11. Liabilities and Obligations imposed upon said land by reason of its inclusion within the following district(s) and/or association(s): Arcadia Water District.
12. Easements, restrictions, reservations, conditions, setback lines and all other matters as set forth on the plat recorded in Book 65 of Maps, Page 38, 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 U.S.C. 3604(c).



**First American Title™**

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

# Schedule BII (Continued)

Order No.: **13399A-099-MR**

13. All matters as set forth on the ALTA Survey recorded in Book 346 of Maps, Page 1.
14. All matters as set forth on the ALTA/ACSM Land Title Survey recorded in Book 1154 of Maps, Page 8.
15. All matters as set forth in covenants, conditions, and restrictions recorded in Docket 1905, Page 134, Assignment of Option, recorded in 1992-285602; Assignment of Rights under Golf Course Option, recorded in 1994-0338131; Assignment of Rights Under Golf Course Option, recorded in 1995-0575820, 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 U.S.C. 3604(c).
16. An easement for golf course maintenance and rights incidental thereto, recorded in Docket 1905, Page 134.
17. The terms and conditions as set forth in instrument entitled Agreement recorded in Docket 3946, Page 263 and Docket 4457, Page 295.  
Affects Parcel No. 2
18. The terms and conditions as set forth in instrument entitled Agreement recorded in Docket 5128, Page 219.  
Affects Parcel No. 2
19. The terms and conditions as set forth in instrument entitled Agreement recorded in Docket 7628, Page 616.  
Affects Parcel No. 3
20. An easement for right-of-way and rights incidental thereto, recorded in Instrument No. 86-192613.  
Affects Parcel No. 1
21. The terms and conditions as set forth in instrument entitled Agreement for the Waiver of Claims for Diminution in Value of Property recorded in Instrument No. 2009-1142045.
22. Terms, Provisions, Conditions and Declaration of Restrictions, as set forth in instrument titled: Waiver of Enforcement Right and Declaration of Restriction, recorded November 15, 2016 in Instrument No. 2016-843006; 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 U.S.C. 3604(c).
23. Affidavit of Disclosure recorded in Instrument No. 2016-843011



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries 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 that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

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

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

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service 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 the 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 to you.

### 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 or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



*First American Title™*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Exhibit A

**Greystone Title Agency, LLC**

Order No.: 13399A-099-MR

### LEGAL DESCRIPTION

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Except the South 8 feet as granted to the State of Arizona by final decree of Condemnation I Case No. 115465 recorded in Docket 3946, Page 863

**PARCEL NO. 3:**

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APN: 173-35-028, 173-35-029, 173-35-030A

**25-DR-2017**  
**05/25/17**