

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

Legal

October 8, 2018

**Via Hand-Delivery with Application, to:**

City of Scottsdale  
Planning & Development Department  
7447 E. Indian School Rd.  
Scottsdale, AZ 85251

***Re: Letter of Authorization – The Marque, Alma School & Jomax***

Dear Sir or Madam:

This letter authorizes D&D Homes, RVI Planning + Landscape Architecture and Kimley-Horn to represent this ownership group in all matters related to the City of Scottsdale's Design Review and related development applications for the property located the northeast corner of Alma School Parkway and Jomax Road (APN #s 216-80-002R, 216-80-005A & 216-80-007P) in the City of Scottsdale, Maricopa County, Arizona.

**Entity/Owner:**

Tuscany of Casa Grande, LLC  
PO Box 25144 Scottsdale, AZ 85255

**Signature:**

  
\_\_\_\_\_

**53-DR-2018**  
**11/16/2018**

# Appeals of Dedication, Exactions or Zoning Regulations



## Rights of Property Owner

In addition to the 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) when 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 violations of Arizona and federal court decision.

## Appeal Procedure

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

- 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 *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

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

Address your appeal to:

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

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.

## Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)

# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 27000 N Alma School Pkwy.
- b. County Tax Assessor's Parcel Number: 216-80-005A, 216-80-002R & 216-80-007P
- c. General Location: Northeast Corner of Alma School & Jomax
- d. Parcel Size: +/- 5.9 Acres
- e. Legal Description: See attached legal description

(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

11/9, 2018

[Signature]

AMIE VOS

11/9, 2018

[Signature]

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\_\_\_\_\_, 20\_\_

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\_\_\_\_\_, 20\_\_

\_\_\_\_\_

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)



*First American Title*

ISSUED BY

**First Arizona Title Agency, LLC**

# Commitment

**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. Gilmoro  
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-2018  
11/16/2018**

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/>>.*



# Schedule A

File No.: 21-186590

1. Effective Date: October 10, 2018 @ 8:00 AM

2. Policy or Policies to be issued:

AMOUNT

- a.  ALTA Standard Owner's Policy \$1,200,000.00
- 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 \$
- 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: Tuscany of Casa Grande, LLC, an Arizona limited liability company
- 5. The land referred to in this Commitment is described as follows:  

Legal Description: See Exhibit "A"

First Arizona Title Agency, LLC as Agent for First American Title Insurance Company  
 Title Examiner: Joe Dunnigan  
 Amended:

Real property in the City of **Scottsdale**, County of **Maricopa**, State of **Arizona**, described as follows:

Lot 2, PROPERTY DIVISION RANCH REATA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 888 of Maps, page 7.



**First American Title**

ISSUED BY

**First Arizona Title Agency, LLC**

# Schedule B1

File No.: 21-186590

## **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. All of 2018 taxes are paid in full.
6. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,500,000.00, recorded September 5, 2018 as 2018-668028 of Official Records.

Dated: August 27, 2018

Trustor: Tuscany of Casa Grande, LLC, an Arizona limited liability company

Trustee: First Arizona Title Agency, LLC

Beneficiary: Three Girl Holdings, LLC, a Washington limited liability company

7. Record Deed from Tuscany of Casa Grande, LLC, an Arizona limited liability company to Buyer(s).

NOTE: Taxes are assessed in the total amount of \$6,403.12 for the year 2017 under Assessor's Parcel No. 216-80-002R.

NOTE: Taxes are assessed in the total amount of \$1,894.46 for the year 2018 under Assessor's Parcel No. 216-80-005A.

NOTE: Taxes are assessed in the total amount of \$2,617.84 for the year 2018 under Assessor's Parcel No. 216-80-007P.



**First American Title**

ISSUED BY

**First Arizona Title Agency, LLC**

# Schedule BII

File No.: 21-186590

## **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. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 888 of Maps, Page 7, 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).
2. An easement for highway and incidental purposes, recorded as Docket 10593, page 680 of Official Records.
3. An easement for highway and incidental purposes, recorded as Docket 15541, page 232 of Official Records.
4. An easement for public utilities and incidental purposes, recorded as 85-262285 of Official Records.
5. An easement for gas pipeline and incidental purposes, recorded as 2008-516887 of Official Records.

## **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.