

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

Legal



# 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:

**14-ZN-2017**

Project Name:

Location:

**E Pinnacle Vista Rd / N 132nd St (NW Corner)**

Site Posting Date:

**June, 6th 2019**

Applicant Name:

**Land Development Services LLC**

Sign Company Name:

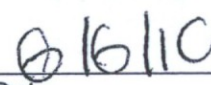
**Dynamite Signs**

Phone Number:

**480-585-3031**

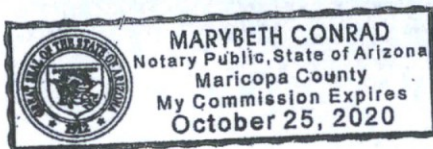
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

  
Applicant Signature

  
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 6<sup>th</sup> day of June 2019



  
Notary Public

My commission expires: 10-25-20

**City of Scottsdale -- Current Planning Division**

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

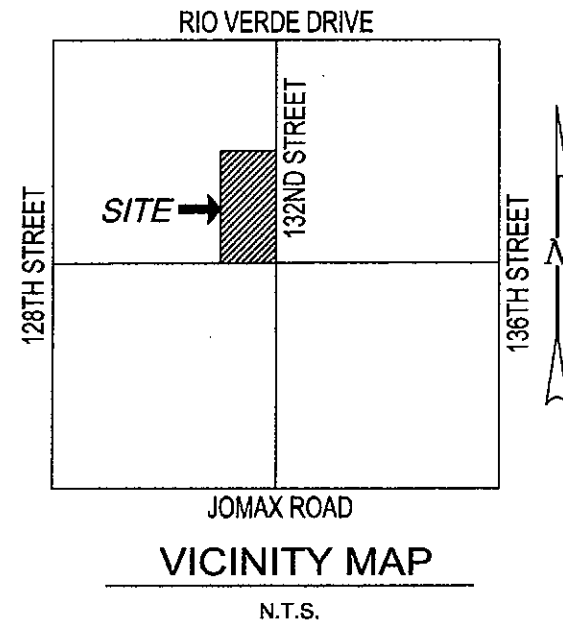


# ALTA/NSPS LAND TITLE SURVEY

OF

APN 217-77-024C  
SCOTTSDALE, ARIZONA

BEING THE EAST HALF OF THE SOUTHEAST QUARTER  
OF THE NORTHWEST QUARTER OF  
SECTION 36, TOWNSHIP 5 NORTH, RANGE 5 EAST,  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA.



## PARCEL DESCRIPTION

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

## GENERAL NOTES

- ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. 76102377-061, WITH AN EFFECTIVE DATE OF JUNE 17, 2016.
- A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT TO THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE.
- SURVEY FIELD WORK WAS COMPLETED ON JUNE 20, 2017.
- THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

## NOTES: (Table "A" Items")

- SET A 1/2" REBAR W/CAP "AWLS 45377" AT PROPERTY CORNERS AS SHOWN HEREON UNLESS OTHERWISE NOTED.
- AREA IS 872,142.4 SQUARE FEET OR 20.022 ACRES, MORE OR LESS.
- ADJOINER INFORMATION IS PER MARICOPA COUNTY ASSESSOR WEBSITE.
- AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES, OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

## SCHEDULE "B" ITEMS

- 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.
- ANY FACTS, RIGHTS, INTERESTS, 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.
- EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
- (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTION 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), (C) ARE SHOWN BY THE PUBLIC RECORDS.
- TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN NOT YET DUE AND PAYABLE FOR THE FOLLOWING YEAR:  
  
2017
- OBLIGATIONS IMPOSED UPON SAID LAND BY ITS INCLUSION WITHIN ANY DISTRICT PURSUANT TO TITLE 48, ARIZONA REVISED STATUTES, EXCLUDING HOWEVER MUNICIPAL OR COUNTY IMPROVEMENT DISTRICTS.
- EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:  
  
RECORDED IN DOCKET 12159, PAGE 881  
PURPOSE ROAD OR HIGHWAY  
  
THEREAFTER RESOLUTION NO. 2855 RECORDED IN DOCUMENT NO. 86-629081.
- EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:  
  
RECORDED IN DOCUMENT NO. 84-42067  
PURPOSE INGRESS, EGRESS AND PUBLIC UTILITIES
- EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:  
  
RECORDED IN DOCUMENT NO. 86-629081  
PURPOSE PUBLIC UTILITIES
- THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS SET FORTH IN CITY OF SCOTTSDALE DRAINAGE AND FLOOD CONTROL EASEMENT AND PROVISION FOR MAINTENANCE RECORDED IN DOCUMENT NO. 16-771963.
- PLOTTABLE SCHEDULE "B" ITEM, SHOWN ON THIS SURVEY
- SCHEDULE "B" ITEM CANNOT BE PLOTTED; ITEM AFFECTS SUBJECT PROPERTY.

## BASIS OF BEARING

THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 5 EAST, USING A BEARING OF NORTH 89 DEGREES 49 MINUTES 38 SECONDS WEST, AS SHOWN ON THE PLSS RECORD OF SURVEY, RECORDED IN BOOK 700, PAGE 12, MARICOPA COUNTY RECORDS.

## BENCHMARK

BENCHMARK IS A BRASS CAP FLUSH BEING THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

ELEVATION = 2533.336' (NAVD 88)

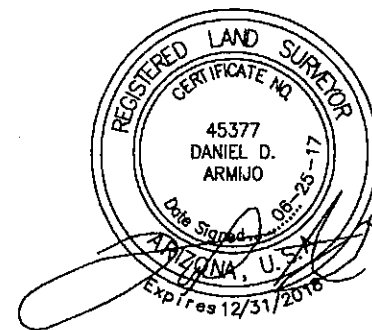
## CERTIFICATION

To: ROBERT W. BRAUN, AS TRUSTEE OF ROBERT W. BRAUN REVOCABLE TRUST, A TRUST ESTABLISHED UNDER TRUST AGREEMENT DATED AUGUST 15, 1995

CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION

FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 8, 9, 11, 13, 16 AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 20, 2017.

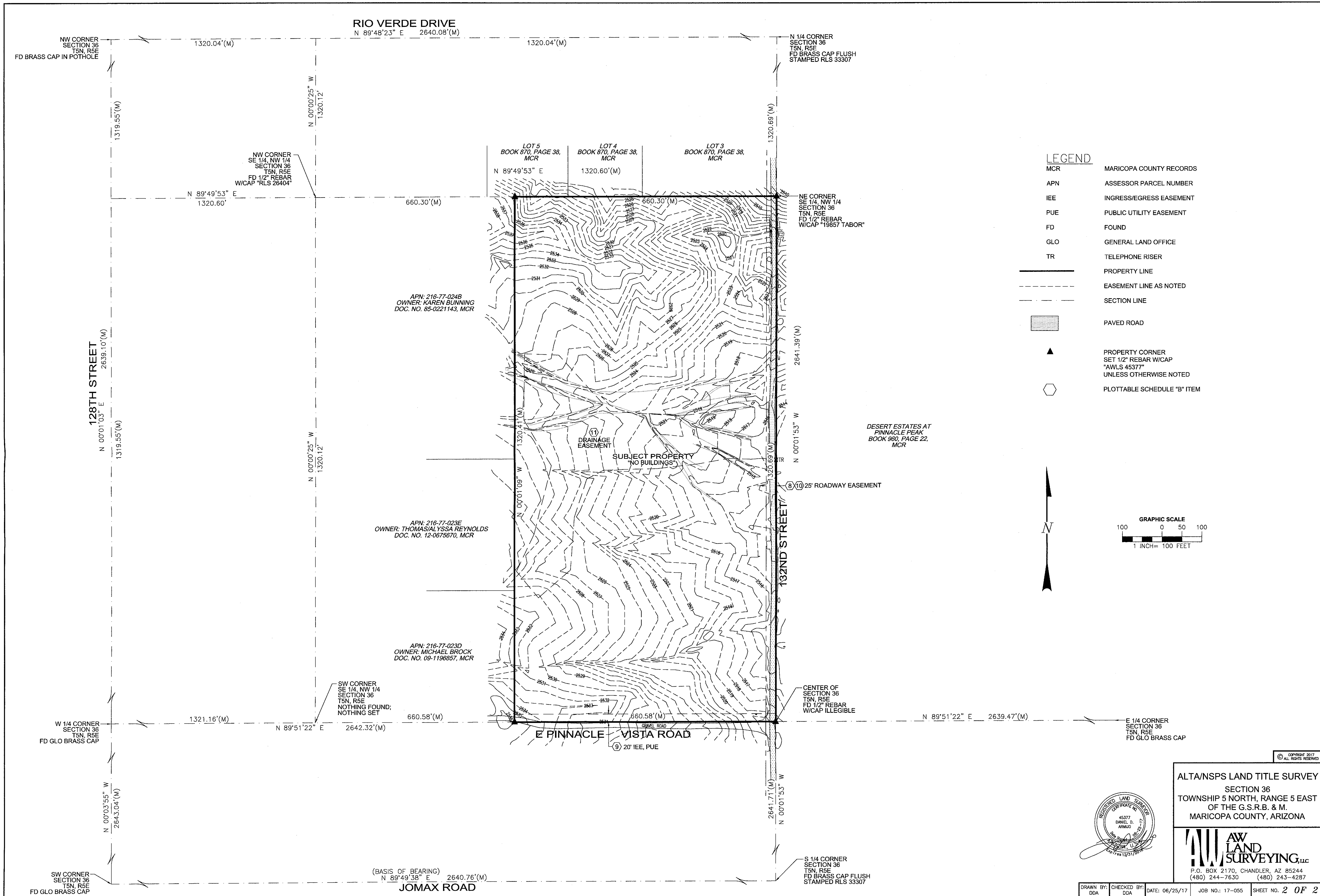


© COPYRIGHT 2017  
ALL RIGHTS RESERVED

ALTA/NSPS LAND TITLE SURVEY  
SECTION 36  
TOWNSHIP 5 NORTH, RANGE 5 EAST  
OF THE G.S.R.B. & M.  
MARICOPA COUNTY, ARIZONA

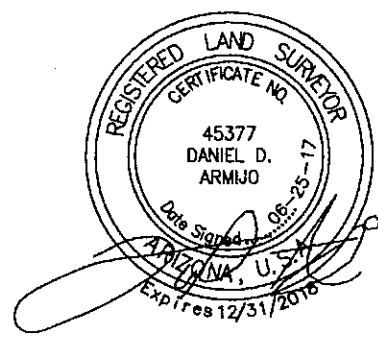
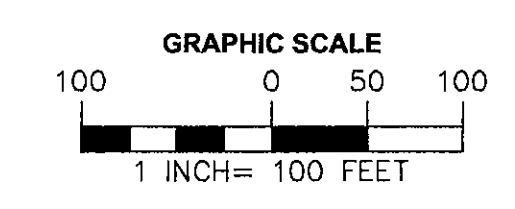
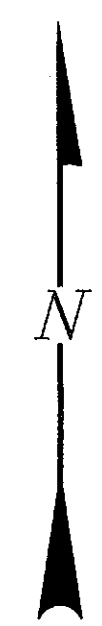
**AW**  
LAND  
SURVEYING, LLC  
P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA CHECKED BY: DDA DATE: 06/25/17 JOB NO.: 17-055 SHEET NO. 1 OF 2



**LEGEND**

- MCR MARICOPA COUNTY RECORDS
- APN ASSESSOR PARCEL NUMBER
- IEE INGRESS/EGRESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- FD FOUND
- GLO GENERAL LAND OFFICE
- TR TELEPHONE RISER
- PROPERTY LINE
- EASEMENT LINE AS NOTED
- SECTION LINE
- PAVED ROAD
- PROPERTY CORNER  
SET 1/2" REBAR W/CAP  
"AWLS 45377"  
UNLESS OTHERWISE NOTED
- PLOTTABLE SCHEDULE "B" ITEM



ALT/NSPS LAND TITLE SURVEY  
SECTION 36  
TOWNSHIP 5 NORTH, RANGE 5 EAST  
OF THE G.S.R.B. & M.  
MARICOPA COUNTY, ARIZONA

**AW LAND SURVEYING, LLC**  
P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287



City of Scottsdale  
PUBLIC NOTICE

scan,  
snap,  
save



# ZONING/PUBLIC HEARING

City Hall, 3939 North Drinkwater Boulevard, Scottsdale, Arizona

PLANNING COMMISSION: 5:00 P.M., 6/26/19  
CITY COUNCIL: 5:00 P.M., TBD

**REQUEST:** Request by the owner for the approval of a Density Incentive for increases in NAOS, on a Single-family Residential, Environmentally Sensitive Lands (R1-70 ESL) zoned parcel, to increase the allowed number of lots, from eleven to thirteen, at a property located at the northwest corner of N. 132nd Street and E. Pinnacle Vista Drive (parcel number 216-77-024C).

**LOCATION:** E Pinnacle Vista Dr / N 132nd St (NW Corner)

**CASE NUMBER:** 14-ZN-2017

**Applicant/Contact:**  
Land Development Services LLC  
602-330-5252  
dgulino@lds-services.net

**City Contact:**  
Jesus Murillo  
480-312-7849  
jmurillo@scottsdaleAZ.gov


Posting  
Date  
6/6/2019

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

Project information may be researched at: <https://eservices.scottsdaleaz.gov/bldgresources/Cases>  
Penalty for removing or defacing sign prior to date of last hearing - Applicant Responsible for sign removal

6/6/19 10:33:17



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>Pioneer Title Agency</b> as agent for First American Title Insurance Company
<b>Commitment</b>	

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.

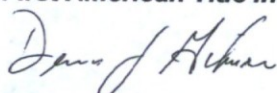
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

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.

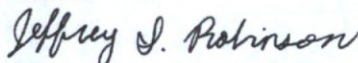
The Company will provide a sample of the policy form upon request.

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

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**Pioneer Title Agency, Inc.**

7310 N. 16th Street Suite 250  
Phoenix, AZ 85020  
(602) 943-0184


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

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## CONDITIONS

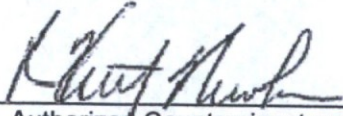
1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this 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/> >.




 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>Pioneer Title Agency</b> as agent for First American Title Insurance Company
<b>Schedule A</b>	

Order No.: 76102377-061

1. Effective Date: 8/18/17 at 7:30 AM  
Amendment Date: August 21, 2017, Amendment No.: 2
  
2. Policy or Policies to be issued: Amount
  - a. **ALTA Standard Owners Policy (6-17-06)** **\$2,000,000.00**  
Proposed Insured:  
**City of Scottsdale, a municipal corporation**
  
  - b. **None** **\$0.00**  
Proposed Insured:
  
  - c. **None** **\$0.00**  
Proposed Insured:
  
3. The estate or interest in the land described or referred to in this Commitment is  
**A FEE**
  
4. Title to the fee estate or interest in the land is at the Effective Date vested in:  
**Robert W. Braun, as Trustee of Robert W. Braun Revocable Trust, a trust established under trust agreement dated August 15, 1995**
  
5. The land referred to in this Commitment is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By:   
Authorized Countersignature  
Examined by: Tim Shaffer




 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b><i>First American Title™</i></b> </div>	<b>Commitment for Title Insurance</b>
	<div style="text-align: center;"> <small>BY</small>  <b>Pioneer Title Agency</b> as agent for First  <b>American Title Insurance Company</b> </div>
<b>Exhibit A</b>	

Order No.: **76102377-061-CWP**

**LEGAL DESCRIPTION**

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

The East half of the Southeast quarter of the Northwest quarter of Section 36, Township 5 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b> BY <b>Pioneer Title Agency</b> as agent for First American Title Insurance Company
<b>Schedule BI</b>	

Order No.: **76102377-061-CWP**

### 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.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. No open deeds of trust were found of record. Provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
6. Submit for review an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Robert W. Braun Revocable Trust dated August 15, 1995.
7. RECORD Deed from Robert W. Braun, as Trustee of the Robert W. Braun Revocable Trust, dated August 15, 1995 to Proposed Insured Owner.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

#### TAX NOTE:


Year	2016
Parcel No.	216-77-024C
Total Tax	\$1,871.38
First Half	\$Paid
Second Half	\$Paid

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer  
 301 W. Jefferson  
 Phoenix, AZ 85003

Phone: (602) 506-8511  
 website: <http://treasurer.maricopa.gov/index.htm>



 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b>First American Title™</b> </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Commitment for Title Insurance</b> </div> <div style="padding-top: 5px;"> <small>BY</small>  <b>Pioneer Title Agency</b> as agent for  <b>First American Title Insurance Company</b> </div>
<b>Schedule BI</b> (Continued)	

Order No.: **76102377-061-CWP**

NOTE: The address of said land is purported to be: [XXXx, Scottsdale, AZ]

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.


NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

None

**Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:**

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

End of Schedule BI

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b> BY <b>Pioneer Title Agency</b> as agent for First American Title Insurance Company
<b>Schedule BII</b>	

Order No.: **76102377-061-CWP**

### 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. (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, interests, 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 not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exception 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), (c) are shown by the Public Records.


(Note: The above Exceptions Nos. 1 through 5, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

6. **TAXES AND ASSESSMENTS** collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2017
7. **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.
8. **EASEMENT** and rights incident thereto, as set forth in instrument:

Recorded in                      Docket 12159, Page 881  
Purpose                          road or highway

THEREAFTER Resolution No. 2855 recorded in Document No. 86-629081.



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>Pioneer Title Agency</b> as agent for <b>First American Title Insurance Company</b>
<b>Schedule BII</b> (Continued)	

Order No.: **76102377-061-CWP**

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in	Document No. 84-42067
Purpose	ingress, egress and public utilities

10. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in	Document No. 86-629081
Purpose	public utilities

11. THE terms, conditions, provisions and easements as set forth in City of Scottsdale Drainage and Flood Control Easement and Provision for Maintenance recorded in Document No. 16-771963.

**End of Schedule BII**





**First American Title™**

## 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](http://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.



# 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 ♦ 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:

West Side of 132nd & 1/4 mile So. of Rio Verde Drive  
(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.

Robert W. Braun  
Signature of Property Owner

AUG 9, 2017  
Date



# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: NA
- b. County Tax Assessor's Parcel Number: 216-77-024C
- c. General Location: West side of 132nd Street, 1/4 mile south of Rio Verde Drive
- d. Parcel Size: 19.3 Acres
- e. Legal Description: Attached

(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.

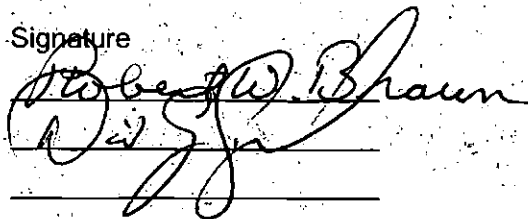
Name (printed)

Date

Signature

Robert Braun (owner)

Aug 9, 2017



David Gulino


8/10, 2017

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

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

## Planning and Development Services

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

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b>First American Title™</b> </div>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>Pioneer Title Agency</b> as agent for First American Title Insurance Company
<b>Exhibit A</b>	

Order No.: **76102377-061-CWP**

**LEGAL DESCRIPTION**

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

The East half of the Southeast quarter of the Northwest quarter of Section 36, Township 5 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.