

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

Legal

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: SWC Stagecoach Pass & Pima
- b. County Tax Assessor's Parcel Number: 216-34-316 - 216-34-326
- c. General Location: _____
- d. Parcel Size: 11.42 Acres
- e. Legal Description: BELLEZZA DA STALONE, Book 994, Page 38

(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

Ali Fakih

October 25, 2018

David Gulino

October 25, 2018

Cassandra Davis

October 25, 2018

_____, 20____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.Scottsdale

**50-DR-2018
11/2/2018**

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 of 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 of 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

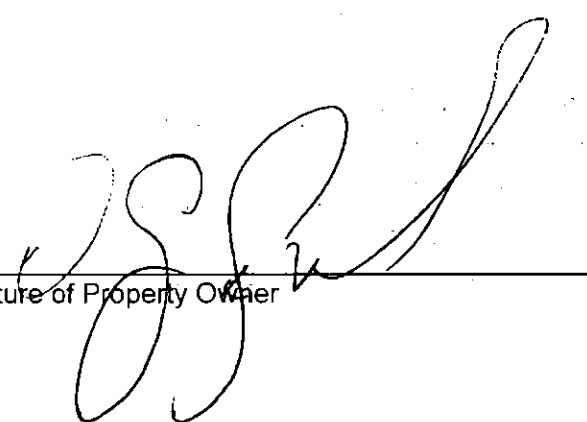
7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.Scottsdale.gov

**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:

(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.



Signature of Property Owner

11-2-18
Date



COMMITMENT FOR TITLE INSURANCE
Issued by
Title Resources Guaranty Company

Title Resources Guaranty Company a Texas corporation herein called ("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.


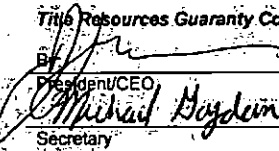
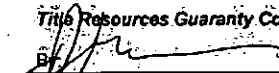

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


An Authorized Signature

 
Title Resources Guaranty Company
By 
President/CEO

Secretary

50-DR-2018
11/2/2018

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 acquires 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 and Stipulations.
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 the 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 Stipulations 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/>.



EQUITY
TITLE AGENCY, INC.

COMMITMENT FOR TITLE INSURANCE

Agent for: Title Resources Guaranty Company

SCHEDULE A

Effective Date: October 25, 2018 at 7:59 A.M. Third
Amendment: October 29, 2018

Escrow/Title No.: 01741077/CF

Escrow Officer: Christinna Flynn

Reference No.:

Title Officer: Russell Carson

1. Policy or Policies To Be Issued:

A. Amount :\$2,145,000.00
Premium: \$ 0.00
Code:

Name of Insured:

City of Scottsdale

B. None Amount : \$ 0.00
Premium: \$ 0.00
Code:

Name of Insured:

C. None Amount : \$ 0.00
Premium: \$ 0.00
Code:

Name of Insured:

2. The Estate or Interest in the land is:

A Fee

3. Title to said estate or Interest in said land is at the effective date hereof vested in:

T.S.G. PUBLISHING FOUNDATION, INC., an Arizona corporation

4. The land referred to in Policy is described as follows:

SEE EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

A portion of Lot 1, Section 1, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Beginning at the Northeast corner of said Section 1;

Thence North 89 degrees 59 minutes 32 seconds West a distance 671.79 feet to a point on the North line of said Section 1;

Thence South 00 degrees 51 minutes 52 seconds a distance of 40.00 feet to the True Point of Beginning;

Thence South 89 degrees 59 minutes 32 seconds East a distance of 597.30 feet;

Thence South 00 degrees 08 minutes 08 seconds East a distance of 620.78 feet;

Thence North 89 degrees 58 minutes 20 seconds West a distance of 550.00 feet;

Thence North 00 degrees 06 minutes 01 seconds East a distance of 182.13 feet;

Thence North 66 degrees 39 minutes 45 seconds West a distance of 57.09 feet:

Thence North 00 degrees 51 minutes 52 seconds East a distance of 415.85 feet to the True Point of Beginning.

EXCEPT all coal and other minerals, as reserved in the Patent to said land.

Parcel 2

A portion of Lot 1, Section 1, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows;

Beginning at the Northeast corner of said Section 1;

Thence North 89 degrees 59 minutes 32 seconds West a distance of 990.55 feet to a point on the North line of said Section 1;

Thence South 00degrees 05 minutes 22 seconds West a distance of 40.00 feet to the True Point of Beginning;

Thence South 89 degrees 59 minutes 32 seconds East a distance of 318.22 feet;

Thence South 00 degrees 51 minutes 52 seconds West a distance of 415.85 feet;

Thence South 66 degrees 39 minute 45 seconds East a distance of 57.09 feet;

Thence South 00 degrees 06 minutes 01 seconds West a distance of 182.13 feet;

Thence North 89 degrees 58 minutes 20 seconds West a distance of 365.02 feet;

Thence North 00 degrees 05 minutes 23 seconds East a distance of 620.42 feet to the True Point of Beginning.

EXCEPT all coal and other minerals, as reserved in the Patent to said land.

Parcel ID No.: 216-34-316 6
216-34-318 1
216-34-317 3
216-34-319 8

**SCHEDULE B - SECTION 1
SPECIAL REQUIREMENTS:**

1. RECORD Deed from T.S.G. PUBLISHING FOUNDATION, INC., an Arizona corporation to City of Scottsdale.

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

The subject property's address is purported to be:

BELLEZZA DE STALLONE, SCOTTSDALE, AZ 85266

ANY address information set forth herein has been obtained from sources such as the current record owner, The proposed insured named herein, recorded instruments, City Directories of Tax Records. This 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 named herein.

Note: The ALTA Homeowner's Policy of Title Insurance (02-03-10) contains specific deductible amounts and specific liability maximums for Covered Risk numbers 16, 18, 19 and 21 of said policy. Please consult with your escrow or title officer if you have any questions regarding these provisions.

Note: The names of the proposed buyer(s) in this transaction has (have) not been searched in the public records. This report/commitment does not address matters, such as proceedings, liens, or decrees, which do not specifically describe said land, but may affect the title or impose liens or encumbrances against said land. Any loan policy issued pursuant to the terms hereof, that insures the lien of a mortgage securing a purchase money obligation on residential real property, will insure that such matters, if any, are subordinate to the lien of said insured mortgage.

Note : In order to comply with Arizona House Bill 2074, effective August 22, 2002, all funds deposited into an escrow account must be available for withdrawal prior to disbursement. It is the responsibility of all depositors in this transaction to make deposits in time and in a manner so that funds are available prior to recordation and disbursement.

Most forms of deposits require a "hold period" prior to funds being available. All parties are advised that this transaction will not record nor funds be disbursed until sufficient funds are available for withdrawal in the escrow bank account. For further information refer to " UNDERSTANDING ARIZONA'S GOOD FUNDS REQUIREMENTS" handout available from your escrow officer.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not apply with the following:

- (a) Print must be ten-point type or larger.
- (b) 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.
- (c) Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313):

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, escrow, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic

**SCHEDULE B - SECTION 1
SPECIAL REQUIREMENTS
(Continued)**

personal information. Escrow Agent hereby adopts the Policy Statement as set forth by Title Resources Guaranty Company.

Schedule B of 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. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named District:

Carefree Water District as disclosed in Docket 14056, page 1604.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

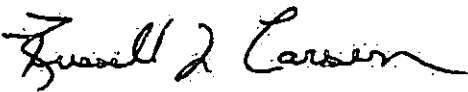
2nd half 2018
5. An easement for drainage, flood control and incidental purposes recorded in Document No. 2002-0354008.
6. An easement for scenic corridor and incidental purposes recorded in Document No. 2002-0354009.
7. All matters set forth in instrument recorded in Right of way dedication in Document No. 2002-00354012.
8. All matters set forth in instrument recorded in Lot Split Approval in Document No. 2002-00354013.
9. Terms and Conditions contained in that certain Water Reimbursement Agreement, recorded in Document No. 98-00227668 and rerecorded in Document No. 2004-00297634 and in Document No. 98-00266871 and in Document No. 99-00100388.
10. Easement, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 994 of Maps, Page 38, 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 violated 42 USC 3604 (c).

11. THE FOLLOWING MATTER(S) disclosed by survey of said land:

By James A. Loftis
Job Number 171218
Dated 2/13/2018

a. Encroachment of a wire fence along the southern boundary.

END OF SCHEDULE B

By: 
Authorized Signatory.



TITLE RESOURCES

Rev. 10-23-2017

	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	www.titleresources.com	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How Does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, the Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resources Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.