



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

**LEGAL DESCRIPTION  
FOR  
RE-ZONING & PRELIMINARY PLAT – 64<sup>th</sup> St. & Oak**

That portion of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

BEGINNING at the Southwest Corner of said Southeast quarter.

Thence North 00 degrees 25 minutes 15 seconds East along the West line of said Southeast quarter, a distance of 760.21 feet;

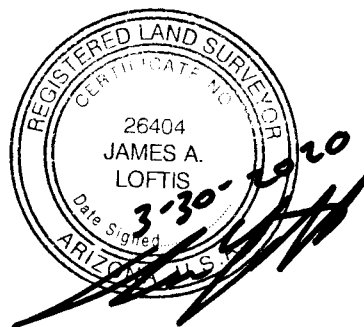
Thence North 89 degrees 21 minutes 49 seconds East parallel with and 200.00 feet North of the South line of the North 100.00 feet of the South half of said Southeast quarter, a distance of 299.98 feet;

Thence South 00 degrees 25 minutes 15 seconds West, a distance of 200.00 feet to said South line;

Thence North 89 degrees 21 minutes 49 seconds East along said South line, a distance of 371.33 feet to a point on the East line of the West half of said South half;

Thence South 00 degrees 26 minutes 05 seconds West along said East line, a distance of 560.37 feet, to a point on the South line of said Southeast quarter;

Thence South 89 degrees 22 minutes 36 seconds West along last said South line, a distance of 671.17 feet, to the POINT OF BEGINNING;



**3engineering**  
planning                      civil engineering                      surveying

6370 E. Thomas Road, Suite #200, Scottsdale, Arizona 85251  
Phone (602) 334-4387 · Fax (602) 490-3230 · [www.3engineering.com](http://www.3engineering.com)  
3 engineering job # 5153 · Date: March 30, 2020

**3-GP-2020  
4/30/2020**



# Fidelity National Title Insurance Company

Commitment No. AX1625COS

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

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

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

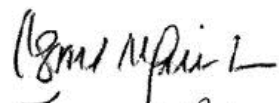

*The Company will provide a sample of the policy form upon request.*

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

Eastern National Title Agency Arizona, LLC  
20830 North Tatum Blvd., #250  
Phoenix, AZ 85050  
Phone: 480-824-4243 Fax: 480-824-4180

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**



By:   
Attest:   
President  
Secretary

Countersigned:

Authorized Signatory  
Paul Lovato-Aguilar



## 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/>>.*

Eastern National Title Agency Arizona, LLC  
PRIVACY POLICY

This privacy policy notice is designed to inform you of the types of information we may maintain and collect during the course of our relationship with you. It also explains the safeguards we have in place to protect that information and the circumstances in which we may share that information with third parties.

Information We Maintain or Collect

We maintain and collect nonpublic personal information from you and about you as necessary to provide you with title insurance for your home and, if applicable, to provide your mortgage lender with title insurance. In addition, we maintain and collect nonpublic personal information about you as necessary to provide you with settlement services for your home purchase, mortgage financing or re-financing. We also may maintain or collect information about you to provide products, services, and other opportunities that we believe may be of benefit to you. The following are examples of the types of nonpublic personal information we maintain or collect:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as but not limited to information concerning your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Information Sharing with Third Parties

We do not disclose nonpublic personal information about you to third parties except as permitted or required by law. There are numerous instances in which we are permitted or required to share such information. Some examples include:

- Sharing information with third parties who provide services to us in connection with the preparation and processing of title insurance commitments or binders for your and/or your lender, such as by way of example and not limitation, mortgage lenders, title

insurance underwriters, title searchers or abstractors.

- Sharing information with others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction or to enable us to comply with your lender's closing instructions;
- Sharing information with lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.
- Sharing information to comply with federal, state or local laws; or when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.
- Sharing information to protect you, K. Hovnanian, Eastern National Title Agency Arizona, LLC and any of our title insurance underwriters from actual or potential fraud.

#### Confidentiality and Security of Information

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to process or administer you or your lender's request for title insurance and/or to provide settlement services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Former Customers

Our privacy policy for sharing nonpublic personal information about former customers is the same as our policy for current customers.

#### Additional Information

For information about the Financial Services Division Privacy Policy call us at (800) 669-9790, if you have more General Inquiries about the Hovnanian Enterprises, Inc. Privacy Policy contact us at [info@khov.com](mailto:info@khov.com).

Eastern National Title Agency Arizona, LLC  
20830 North Tatum Blvd., #250  
Phoenix, AZ 85050  
Ph: 480-824-4243 Fax: 480-824-4180

**SCHEDULE A**

Escrow Officer: Paul Lovato-Aguilar  
Title Officer: Paul Lovato-Aguilar  
Escrow No: **AX1625COS**  
Title No: **AX1625COS**

1. Commitment Date: **April 13, 2020, 08:00 am**

2. Policy (or Policies) to be issued:	Policy Amount
a. Owner's Policy	<b>\$9,310,000.00</b>

Proposed Insured: **The City of Scottsdale, an Arizona municipal corporation**

b. Loan Policy

Proposed Insured:

c. Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by

**Blood Systems, Inc., an Arizona non-profit corporation, as to PARCEL NO. 1, PARCEL NO. 3 and PARCEL NO. 4; and**

**Blood Service, an Arizona corporation, as to PARCEL NO. 2**

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

**SEE ATTACHED EXHIBIT "A"**

**EXHIBIT "A"**

**PARCEL NO. 1:**

**That portion of the West half of the South half of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:**

**BEGINNING at the intersection of the North line of Oak Street and the East line of North 62nd Street;**

**Thence Easterly along the North line of Oak Street a distance of 360 feet to a point;**

**Thence Northerly along a line parallel to the East line of North 62nd Street a distance of 186 feet six inches to a point;**

**Thence Westerly along a line parallel to the North line of Oak Street a distance of 360 feet to a point along the East line of North 62nd Street;**

**Thence Southerly along the East line of North 62nd Street a distance of 186 feet six inches to the POINT OF BEGINNING.**

**PARCEL NO. 2:**

**The West half of the South half of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;**

**EXCEPT the North 100 feet thereof; and**

**EXCEPT that portion of the West half of the South half of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:**

**BEGINNING at the intersection of the North line of Oak Street and the East line of North 62nd Street;**

**Thence Easterly along the North line of Oak Street a distance of 360 feet to a point;**

**Thence Northerly along a line parallel to the East line of North 62nd Street a distance of 186 feet six inches to a point;**

**Thence Westerly along a line parallel to the North line of Oak Street a distance of 360 feet to a point along the East line of North 62nd Street;**



**Thence Southerly along the East line of North 62nd Street a distance of 186 feet six inches to the POINT OF BEGINNING.**

**PARCEL NO. 3:**

**That portion of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:**

**COMMENCING at the Southwest corner of said Southeast quarter of the Northeast quarter of Section 33;**

**Thence North 01 degrees 05 minutes 20 seconds East along said West line a distance of 560.41 feet to a point on the South line of the North 100 feet of the South half of the Southeast quarter of Northeast quarter;**

**Thence South 89 degrees 59 minutes 54 seconds East along the South line of the North 100 feet of the South half of said Southeast quarter of the Northeast quarter, a distance of 60 feet to the POINT OF BEGINNING;**

**Thence North 01 degrees 05 minutes 20 seconds East a distance of 200.00 feet;**

**Thence South 89 degrees 59 minutes 54 seconds East a distance of 300.00 feet;**

**Thence South 01 degrees 05 minutes 20 seconds West a distance of 200.00 feet;**

**Thence North 89 degrees 59 minutes 54 seconds West a distance of 300.00 feet to the POINT OF BEGINNING;**

**EXCEPT the East 60.01 feet thereof.**

**PARCEL NO. 4:**

**A portion of the Northeast quarter of Section 33, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:**

**BEGINNING at the East quarter corner of said Section 33;**

**Thence North 01 degrees 04 minutes 05 seconds East a distance of 560.55 feet;**

**Thence North 89 degrees 59 minutes 55 seconds West a distance of 1,282.36 feet to the TRUE POINT OF BEGINNING;**

**Thence North 89 degrees 59 minutes 56 seconds West a distance of 60.01 feet;**

**Thence North 01 degrees 05 minutes 20 seconds East a distance of 200.00 feet;**

**Thence South 89 degrees 59 minutes 56 seconds East a distance of 60.01 feet;**

**Thence South 01 degrees 05 minutes 20 seconds West a distance of 200.00 feet to the TRUE POINT OF BEGINNING.**

TITLE INSURANCE COMMITMENT

BY

*Fidelity National Title Insurance Company*

SCHEDULE B - SECTION I

*REQUIREMENTS*

NOTE: All instruments need to conform with the County Recorder's Instrument Conformance Template

ARS Section 11-480 requires that the:

Maximum document width is	8 1/2"
Maximum document length is	14"
Minimum print size is	10 point
Minimum top margin is	2"
Minimum left, right and Bottom margins be	1/2"

1. FURNISH "AFFIDAVIT OF NO REPAIRS AND/OR LEASES" executed by the owner of the property.

The right is reserved to make additional exceptions or requirements upon examination of said affidavit

2. Furnish evidence of the date of completion of the improvements constructed on said land and lapse of the statutory time in which a claimant for unpaid labor or materials may record a lien; or in lieu thereof, furnish such documentation that the Company may require for review to determine if an indemnification by the seller and/or contractor and/or borrowers would be acceptable to the Company. Any indemnity must be on the Company's form and it may be required that individual principals or corporations or other entities and their spouse execute same.

3. TAXES and ASSESSMENTS for the first half of 2019 are paid.

Assessor's Parcel No.: 129-24-002D (PARCEL NO. 1)  
Assessor's Parcel No.: 129-24-002C (PARCEL NO. 2)  
Assessor's Parcel No.: 129-24-003B (PARCEL NO. 3)  
Assessor's Parcel No.: 129-24-001E (PARCEL NO. 4)

4. PAY ANY OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
5. BE ADVISED the search of the public records did not disclose any open Deeds of Trust. Should you have knowledge of any outstanding obligations, please contact the Title Department for further review prior to close of escrow.
6. COMPLETION OF A PRELIMINARY INSPECTION by the Company prior to the close of escrow.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

7. COMPLETION OF A PRIORITY RECORDING INSPECTION by the Company prior to the close of escrow.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

8. FURNISH A SURVEY of the subject property by a Registered Land Surveyor in according with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of Survey shall include the required certification and, at a minimum, shall also show thereon Items 1, 8, 11(b), 16, 17, 20(a) and 20(b) from Table A thereof.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

9. PROVIDE UNDERWRITER APPROVAL for the transaction to be insured herein prior to close of escrow.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

10. PROVIDE WRITTEN APPROVAL for the legal description to be insured herein by all parties to the transaction prior to the close of escrow.

The Company reserves the right to make additional requirements and/or exceptions upon review of the above.

11. FURNISH the Company copies of the Certificate of Name Change and/or Certificate of Merger stamped by the Arizona Corporation Commission for the entity Vitalant, an Arizona non-profit corporation for the following entities:

1. Blood Systems, Inc., an Arizona non-profit corporation
2. Blood Services, an Arizona corporation

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

12. FURNISH a certified copy of a resolution from the Board of Directors of Vitalant, an Arizona non-profit corporation formerly known as Blood Systems, Inc., an Arizona non-profit corporation and formerly known as Blood Services, an Arizona corporation, attested to by its Secretary, authorizing this transaction and naming the corporate officer(s) authorized to execute the instruments necessary to complete this transaction.

The Company reserves the right to make additional requirements and/or exceptions after review of said documentation.

13. FURNISH the Company a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission and a fully executed copy of the Operating Agreement and all amendments thereto for K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company.

14. REQUIREMENT MET

15. RECORD Memorandum of Purchase Agreement from Vitalant, an Arizona non-profit corporation formerly known as Blood Systems, Inc., an Arizona non-profit corporation and formerly known as Blood Services, an Arizona corporation to K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company.

16. RECORD Deed from Vitalant, an Arizona non-profit corporation formerly known as Blood Systems, Inc., an Arizona non-profit corporation and formerly known as Blood Services, an Arizona corporation to K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company.

17. RECORD Deed from K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company to The City of Scottsdale, an Arizona municipal corporation

TITLE INSURANCE COMMITMENT

BY

*Fidelity National Title Insurance Company*

SCHEDULE B - SECTION II

EXCEPTIONS

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements not shown by the public records.
3. Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey or inspection of the premises and not shown by the public records.
4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. (a) Unpatented mining claims; (b) water rights, claims or title to water, whether or not the matters excepted under (a) or (b) are shown by the public records.
7. TAXES and ASSESSMENTS for the second half of 2019, a lien not yet due and payable.
8. TAXES and ASSESSMENTS for the full year of 2020, a lien not yet due and payable.
9. OBLIGATIONS imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding, however, Municipal or County Improvement Districts.
10. THE LIABILITIES and OBLIGATIONS imposed upon said land by reason of: (a) its inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
11. RESERVATIONS, EXCEPTIONS and PROVISIONS contained in the Patent(s) from the United States of America or the State of Arizona or in the Acts authorizing the issuance thereof.
12. WATER RIGHTS, claims to water, whether or not shown by public records.
13. EASEMENT for telephone and telegraph lines purposes and rights incidental thereto, as set forth in the document recorded in Book 57 of Miscellaneous, Page 283.

14. INTENTIONALLY DELETED

15. EASEMENT for road or highway purposes and rights incidental thereto, as set forth in the document recorded in Docket 4465, Page 283.

16. INTENTIONALLY DELETED

17. TERMS, CONDITIONS AND MATTERS as set forth in the Agreement regarding the abandonment of 62nd Street, recorded in Docket 8576, Page 97.

18. ALL MATTERS as set forth in the Resolution by the City of Scottsdale, abandoning and vacating a portion of 62nd Street, recorded in Docket 8681, Page 859.

19. EASEMENT for underground power purposes and rights incidental thereto, as set forth in the document recorded in Docket 9091, Page 152.

20. EASEMENT for waterline purposes and rights incidental thereto, as set forth in the document recorded in Instrument No. Docket 12764, Page 449.

21. EASEMENT for underground power purposes and rights incidental thereto, as set forth in the document recorded in Docket 13326, Page 370.

22. ALL MATTERS as set forth in the Intergovernmental Agreement for the Construction, Operation and Maintenance of the Oak Street Storm Drain Outfall, Phase II, Canal Crossing recorded in Instrument No. 98-1065141.

23. ALL MATTERS as set forth in the Record of Survey recorded in Book 878 of Maps, Page 37.

24. ALL MATTERS as set forth in the Land Assemblage Map recorded in Book 912 of Maps, Page 46.

25. EASEMENT for telecommunications facilities purposes and rights incidental thereto, as set forth in the document recorded in Instrument No. 2010-1097046.

26. THE FOLLOWING MATTERS as set forth in the survey for A.L.T.A./N.S.P.S. Land Title Survey by James A. Loftis, R.L.S. of 3 Engineering, LLC dated January 9, 2020:

1. East face of wall 0.4 feet west of the west property line of PARCEL NO. 2
2. South face of wall 1.4 feet north of the northwest property line of PARCEL NO. 2
3. South face of wall 1.3 feet north of the northeast property line of PARCEL NO. 2
4. Fence 0.3 feet south of the north property line of PARCEL NO. 2
5. Fence 0.9 feet south of the north property line of PARCEL NO. 2
6. Fence 0.4 feet west of the east property line of PARCEL NO. 2
7. Fence 0.9 feet west of the east property line of PARCEL NO. 2
8. Fence 0.6 feet west of the east property line of PARCEL NO. 2
9. 24 inch storm drain located in the southeast corner of PARCEL NO. 2
10. West face of wall 1.2 feet east of the west property line of PARCEL NO. 3
11. West face of wall 0.4 feet east of the west property line of PARCEL NO. 3
12. East face of wall 0.4 feet west of the west property line of PARCEL NO. 4

