



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

October 20, 2020

Randy Grant
Planning Director
City of Scottsdale
7447 E. Indian School Road
Scottsdale, AZ 85251

RE: Property located at the northwest corner of 78th Street & Princess Blvd.
APN: 215-07-016E

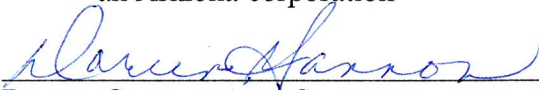
Dear Mr. Grant:

As the authorized representative of San Bellara Apartments LLC, I hereby authorize Chris Brozina, Rob Orme and the members of Mark-Taylor to file the necessary application(s) to allow for the development of the above reference property.

Sincerely,
SAN BELLARA APARTMENTS LLC,
an Arizona limited liability company

By: MT Princess & 78th LLC,
an Arizona limited liability company

By: Mark-Taylor, Inc.
an Arizona corporation


Doreen Gannon, Asst. Secretary

August 11, 2020

Randy Grant
Planning Director
City of Scottsdale
7447 E. Indian School Rd.
Scottsdale, AZ 85251

RE: Property located northwest corner of 78th Street & Princess Blvd.
APN: 215-07-016E

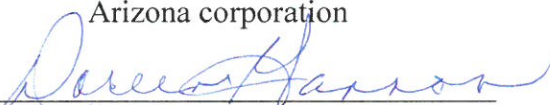
Dear Mr. Grant:

As the authorized representative of Princess & 78th LLC, I hereby authorize Chris Brozina and the members of Mark-Taylor and their representative John V. Berry, along with the members of the law firm of Berry Riddell LLC, to file the necessary application(s) to allow for the development of the above referenced property. All of the costs associated with filing and processing the necessary applications to develop the property shall not be the responsibility of the Princess & 78th LLC.

Sincerely,
PRINCESS & 78th LLC,
an Arizona limited liability company

By: MT Princess & 78th LLC, an Arizona
limited liability company

By: Mark-Taylor, Inc., an
Arizona corporation


Doreen Gannon, Asst. Secretary



First American Title

Commitment

ALTA Commitment for Title Insurance

Issued by

First Arizona Title Agency, LLC

as Issuing Agent for First American Title Insurance Company

File No: 11-194966

COMMITMENT FOR TITLE INSURANCE

**Issued By First Arizona Title Agency, LLC, as Issuing Agent for First American Title Insurance Company
NOTICE**

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First Arizona Title Agency, LLC, as Issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title

Schedule A

ALTA Commitment for Title Insurance

Issued by

First Arizona Title Agency, LLC

as issuing Agent for First American Title Insurance Company

File No: 11-194966

Transaction Identification Data for reference only:

Issuing Agent: First Arizona Title Agency, LLC

Issuing Office: 6263 North Scottsdale Road, Suite 190,
Scottsdale, AZ 85250

Issuing Office File No.: 11-194966

Examiner: Bonnie Wilson

Commitment No.: 11-194966

Property Address: 17800 NORTH 78TH STREET, SCOTTSDALE,
AZ

Revision No.: 4th, August 24, 2020

SCHEDULE A

1. Commitment Date: August 20, 2020 8:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA® Extended Policy
Proposed Insured: CITY OF SCOTTSDALE
Proposed Policy Amount: \$0.00
 - (b) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Princess & 78th LLC, an Arizona limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

First Arizona Title Agency, LLC

as issuing Agent for First American Title Insurance Company

File No: 11-194966

Commitment No.: 11-194966

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. DELETED INTENTIONALLY**
6. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
7. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Princess Hayden LLC, a limited liability company.
8. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Ohio, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of KM-PH, LLC a limited liability company.
9. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Hayden Princess LLC, a limited liability company.
10. We find no open Deed of Trust of record. Please verify by inquiry of agents that subject property is free and clear of encumbrances and advise the title department prior to closing.
11. Furnish the company with Owners Declaration executed by Princess & 78th LLC.
12. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

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13. Completion of inspection now in progress by an employee of First Arizona Title Agency, LLC. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.
14. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2017. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
15. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
16. Record Deed from Princess & 78th LLC, an Arizona limited liability company to Buyer(s).
17. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Princess & 78th LLC, a limited liability company.

NOTE: Taxes are assessed in the total amount of \$0.00 for the year 2018 under Assessor's Parcel No. 215-07-015B.

Note: The land has been assigned a new tax parcel number but is not yet being assessed under that number. The new tax parcel number is: 215-07-016E.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land thereon. The Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the Land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be used in connection with this Commitment.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

First Arizona Title Agency, LLC

as issuing Agent for First American Title Insurance Company

File No: 11-194966

Commitment No.: 11-194966

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (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.
3. 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 thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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Exceptions above will be eliminated from any A.L.T.A. Extended Coverage 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 Schedule B, Part Two of this Commitment.

1. Taxes for the year 2020, a lien not yet due and payable.
2. Reservations contained in the Patent from the State of Arizona recorded in [2018-419913](#), of Official Records, reading as follows:

Pursuant to the provisions of Arizona Revised Statutes 37-231, of the following substances not heretofore retained and reserved by a predecessor in title to the State of Arizona, all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or of this State, or decisions of court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, on in, or under the above described lands, shall be and remain and are hereby reserved in and retained by the State of Arizona, together with the right of the State of Arizona, its lessees or permittees to enter upon those lands for the purpose of exploration, development and removal of the above described substances as provided by the rules and regulations of the State Land Department and the laws of Arizona.
3. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Easements and conditions as shown on the plat recorded as [Book 324 of Maps, Page 50](#), 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).
6. Easements and conditions as shown on the plat recorded as [Book 394 of Maps, Page 42](#), 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).
7. All matters as set forth in Permission for Private Improvements in Right of Way, recorded 8/15/2007 as [2007-920452](#) of Official Records.
8. Right-of-Way No. 16-103534 granted by the Arizona State Land Department to City of Scottsdale for public roadway and underground utilities having a term of indefinite duration; A copy of right of way was recorded as [2000-589276](#) and thereafter said right of way was amended; said amendment was recorded as [2004-932570](#).
9. Right-of-Way No. 16-113739 granted by the Arizona State Land Department to City of Scottsdale for public roadway and underground utilities having a term of indefinite duration; a copy of said right of way was recorded as [2005-441597](#).

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10. Right-of-Way No. [009-002261](#) granted by the Arizona State Land Department to Maricopa County for highway having a term ending 11/29/2025.
11. Right-of-Way No. [18-094347](#) granted by the Arizona State Land Department to Arizona Public Service for underground 12KV electric distribution system having a term ending 11/29/2025.
12. The terms, conditions and provisions contained in the document entitled "Notice of Water/Sewer Line Reimbursement Requirement" recorded as [2003-1656005](#) and in [2003-1655981](#) of Official Records.
13. The terms, conditions and provisions contained in the document entitled "Development Agreement" recorded as [2002-1240137](#) and amended in [2011-923510](#), in [2017-123362](#), in [2018-456551](#) which was amended in [2018-917804](#) of Official Records.

14. DELETED INTENTIONALLY

15. DELETED INTENTIONALLY

16. All matters as set forth in Minor Land Division Plat/Hayden 50, recorded as [Book 1447 of Maps, Page 50](#) and thereafter Affidavit of Correction recorded in [2019-232626](#) and in [2019-392368](#), of Official Records.

17. DELETED INTENTIONALLY

18. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

19. 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.
20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
21. Any additional taxes which may become a lien by reason of the county assessor reassessing the within described premises for the year(s) 2018 and 2019.

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First American Title

Exhibit A

ALTA Commitment for Title Insurance

Issued by

First Arizona Title Agency, LLC

as issuing Agent for First American Title Insurance Company

File No: 11-194966

File No.: 11-194966

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

Lot 1, of Hayden 50, according to the plat of record in the office of the County Recorder in Book 1447 of Maps, Page 40, records of Maricopa County, Arizona and thereafter Certificate of Correction recorded in [2019-232626](#) and in [2019-392368](#), of Official Records.

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Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 17800 N. 78th Street
- b. County Tax Assessor's Parcel Number: 215-07-016E
- c. General Location: NWC 78th St & Princess Blvd.
- d. Parcel Size: 10.7 Ac
- e. Legal Description: Lot 1, Hayden 50, Recording No. 20190196527, Book 1447 - page 40, 03/21/2019

(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)

Chris Brozina
Rob Orme

Date

8/11, 2020
8/11/, 2020
 _____, 20____
 _____, 20____

Signature

[Signature]
[Signature]

Planning and Development Services

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

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.

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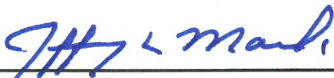
**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

17800 N. 78th Street, Scottsdale, AZ 85255

(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



Date