

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 12396 E Sahuaro Dr. Scottsdale AZ 85259
- b. County Tax Assessor's Parcel Number: 217-29-911
- c. General Location: Shea and 124th St
- d. Parcel Size: 17,017
- e. Legal Description: Lot 1 BK 1282 pg 13

(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
Curtis Brown	11/21, 2016	
<u>PAUL R. DEAS</u>	<u>11/21</u> , 20 <u>16</u>	<u>Paul R. Deas</u>
_____	_____, 20__	_____
_____	_____, 20__	_____

Planning and Development Services

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

Lot 1 and Tract "B" of Sienna Hills, according to the Plat of Record in the office of the County Recorder of Maricopa County, Arizona, Recorded in Book 1282, Page 13, of the officials record.



Lot #1 of Sienna Hills (BK 1282 Pg13, COS# 2323-15-4 and 13PP-2014) has double street frontage on Saguaro Drive causing two front yard setbacks. The two front setbacks

The replat of Lot#1 and Tract "B" of Sienna Hills is proposed to add 495 sqft to the existing Tract "B" from lot #1. The extension of Tract "B" along a portion of East Saguaro drive will change

**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:

124th Street and Shea Blvd

(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.

Paul F. Dugas
Signature of Property Owner

11/21/16
Date

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company set forth below. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

We will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



THOMAS
Title & Escrow

COMMITMENT FOR TITLE INSURANCE

Issued by

Thomas Title & Escrow

as Issuing Agent for First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A
- The Requirements
- The Exceptions in Schedule B - Parts 1 and 2
- The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Part One of Schedule B 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 Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

1. (a) Taxes or assessments which 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 which 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 which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
3. Easements, liens or encumbrances, or claims thereof, which are 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 and not shown by the Public Records.
5. (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.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. 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.

5. (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 aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

First American - Training Office The First American Corporation

PRIVACY POLICY

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 parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide 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 public records 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*, a copy of which can be found on our web site at www.firstam.com.

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 services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and 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.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE A
SEVENTH AMENDMENT**

Effective Date: **November 04, 2016 at 5:00 pm**

- | | | |
|----|--|-----------------------|
| 1. | Policy (or Policies) to be issued: | Policy Amount: |
| | ALTA 2006 STANDARD OWNER'S POLICY | \$1,350,000.00 |

Proposed Insured: **City of Scottsdale, a municipal corporation**

2. The estate or interest in the land described or referred to in this commitment and covered herein is **Fee Simple** and title thereto is at the effective date vested in:

Land Holdings Investment Co., LLC, an Arizona limited liability company

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

City of Scottsdale, a municipal corporation

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

SEE ATTACHED EXHIBIT "A"

5. The address of the land referred to in the Commitment is described as follows:

N/A

Countersigned
Thomas Title & Escrow, LLC

BY: 
Authorized Signature

EXHIBIT "A"

LOTS 1 THROUGH 21 INCLUSIVE AND TRACTS A THROUGH D INCLUSIVE OF RE-PLAT OF SIENNA HILLS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1282 OF MAPS, PAGE 13.

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERALS AND ALL URANIUM, THORIUM, OR ANY OTHER MATERIALS WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUES AS RESERVED IN THE PATENT.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS SEVENTH AMENDMENT

Effective Date: November 04, 2015, 5:00pm

The following are the requirements to be complied with prior to the issuance of the policy or policies. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which the property is located.

1. **Pay first half of 2016 taxes.(First half now delinquent and interest must be added)**

NOTE: See attached tax sheets for the following 19 Parcel Numbers. (Assessor's Parcel Nos. 217-29-033A; 217-29-034B and 217-29-848 thru 864)

2. **Intentionally Omitted**

3. **Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of McDowell Citrus 100, LLC, a Arizona limited liability company. NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.**

4. **Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Pinnacle Ridge Holdings, LLC, an Arizona limited liability company.**

NOTE: Above requirement should confirm the following parties were authorized to execute Quitclaim Deed recorded June 13, 2012 as 2012-512572 of Official Records, on behalf of Pinnacle Ridge Holdings, LLC, an Arizona limited liability company.

NOTE: Final determination as to which parties must execute all documents on behalf of Pinnacle Ridge Holdings, LLC, an Arizona limited liability company shall be made upon compliance with above.

5. **Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Land Holdings Investment Co., LLC, an Arizona limited liability company.**

NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.

6. **Record Corrective Quitclaim Deed from Pinnacle Ridge Holdings, LLC, and an Arizona limited liability company to Land Holdings Investment Co., LLC, an Arizona limited liability company, to correct that certain Quitclaim Deed recorded June 13, 2012 as 2012-512572 of Official Records for the following reason(s):**
 - a) to correct Grantor name to read, "Pinnacle Ridge Holdings, LLC, an Arizona limited liability company"
 - b) to correct legal description to read as shown in Parcel 3 therein
7. **Intentionally Omitted**
8. **Furnish termination of the Equity Line of Credit secured by above Deed of Trust.**
9. **Intentionally Omitted**
10. **Record _____ Deed from Land Holdings Investment Co., LLC, an Arizona limited liability company, to Buyer(s).**
11. **Intentionally Omitted**

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

END OF SCHEDULE B - REQUIREMENTS

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 issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION II
EXCEPTIONS
SEVENTH AMENDMENT**

Effective Date: **November 04, 2015, 5:00pm**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date shown on this title commitment, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this commitment.

1. **Second installment of 2016 taxes, a lien, payable on or before March 1, 2017 and delinquent May 1, 2017.**
2. **Intentionally Omitted.**
3. **The right to enter upon the land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.**
4. **Intentionally Omitted**
5. **Intentionally Omitted**
6. **An easement for roadway and public utilities and incidental purposes recorded as Docket 1660, Page 2 located along the exterior boundaries, except that portion in Resolution No. 6470 recorded as 2004-442076, of Official Records.**
And thereafter Partial Release of Easement as to the North 33 feet of Lot 27, recorded July 17, 2014 as 2014-468777, of Official Records.
7. **An easement for roadway and public utilities and incidental purposes recorded as Docket 1362, Page 73, located along the North and West Boundaries, except that portion in Resolution No. 6470 recorded as 2004-442076, of Official Records;**
and thereafter Partial Release of Easement as to the North 33 feet of Lot 26, recorded July 17, 2014 as 2014-468775, of Official Records.
8. **Intentionally Omitted**
9. **The terms, conditions and provisions contained in the document entitled Slope Construction and Maintenance Agreement recorded as Docket 5806, Page 355, of Official Records.**

10. **Intentionally Omitted**
11. **An easement for sewer line and incidental purposes recorded as 88-368576, of Official Records.
(Affects Tract C)**
12. **An easement for water irrigation systems, traffic control, public utility lines, pipes and poles and incidental purposes recorded as 89-36639, of Official Records.
(Affects Tract D)**
13. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 77 of Maps, Page 19, 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).**
14. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 991 of Maps, Page 50 and an Affidavit of Change recorded as 2008-601367 and Release of Easements recorded as 2016-436926, recorded as 2016-436932, recorded as 2016-436935, recorded as 2016-436937, recorded as 2016-436938 and recorded as 2016-436957, 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).**
15. **An easement for drainage and incidental purposes recorded as 99-628587, of Official Records.**
16. **An easement for utilities and incidental purposes recorded as 2004-397008, of Official Records.**
17. **The effect of a map purporting to show the land recorded March 9, 2004 as Book 674 of Maps, Page 23.**
18. **All matters as set forth in "Agreement for the Waiver of Claims for Diminution in Value of Property", recorded May 15, 2014, as 2014-315797, of Official Records.**
19. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 1282 of Maps, Page 13, 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).**
20. **Any charge upon the land by reason of its inclusion in Sienna Hills Homeowner's Association.**

END OF SCHEDULE B - EXCEPTIONS