

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. 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

The Company 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.



First American Title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	on the following page
COMMITMENT DATE	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	Schedule A (Page 1)
INTEREST IN THE LAND	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	Schedule B (inside)
REQUIREMENTS (Standard)	on the third page
REQUIREMENTS (Continued)	Requirements (inside)
CONDITIONS	on the third page

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:

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 Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

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

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Company

SCHEDULE A

TITLE INQUIRIES should be directed to your Title Officer: **Kim Fulcher at (602)685-7281**

Address Reference:

**8845 East Sierra Pinta Drive
Scottsdale, AZ 85255**

Effective Date: July 20, 2016 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$285,000.00

Proposed Insured:

City of Scottsdale

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 hereof vested in:

Edward Perlstein, Trustee of the Edward Perlstein Revocable Trust UTA, dated April 21, 1999, as amended

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

City of Scottsdale

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A " ATTACHED HEREIN

Pages 1 through 4 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

LOT 10, OF PIMA ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 79 OF MAPS, PAGE 46.

EXCEPTING TO THE UNITED STATES OF AMERICA, ALL THE COAL AND OTHER MINERALS IN SAID LANDS, RESERVED IN THE PATENT PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), RECORDED AS BOOK 339 OF DEEDS, PAGE 318.

First American Title Insurance Company

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017.)
2. 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, recorded February 19, 1940 as Book 339 of Deeds, Page 318.
3. Any charge upon said land by reason of its inclusion in Pima Acres Property Owners Association, an Arizona nonprofit corporation. (All assessments due and payable are paid.)
4. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 79 of Maps, Page 46, 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).
5. Covenants, conditions and restrictions in the document recorded as 2009-1194396, of Official Records 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 Title 42, Section 3604(c), of the United States Codes.
6. All matters as set forth in Pima Acres Design Guidelines, recorded February 23, 1996 as 96-0119345, of Official Records.
7. An easement for City of Scottsdale Natural Area Open Space Easement and incidental purposes, recorded as 2004-0599456 of Official Records.
8. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

First American Title Insurance Company

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

NOTE: Taxes are assessed in the total amount of \$9,502.20 for the year 2015 under Assessor's Parcel No. 217-12-019 8.

2. Proper showing that all assessments due and payable, levied by Pima Acres Property Owners Association, an Arizona nonprofit corporation., have been paid to and including the closing date of this transaction.
3. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$719,825.00, recorded August 29, 2012 as 2012-0775251 of Official Records.

Dated: August 24, 2012
Trustor: Edward Perlstein, Trustee of the Edward Perlstein Revocable Trust, dated April 21, 1999, as amended
Trustee: JPMorgan Chase Bank, N.A.
Beneficiary: JPMorgan Chase Bank, N.A.

4. Submit for review an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Edward Perlstein Revocable Trust.
5. Record Warranty Deed from Edward Perlstein, Trustee of the Edward Perlstein Revocable Trust UTA, dated April 21, 1999, as amended to Buyer(s).

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

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

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 comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof

OR

the last recorded instrument vesting title to the land described herein:

An instrument executed by Edward Perlstein, a married man as his sole and separate property, in favor of Edward Perlstein, Trustee of the Edward Perlstein Revocable Trust UTA, dated April 21, 1999, as amended, recorded September 29, 2011, as 2011-0806687 of Official Records.

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 depicted hereon. First American Title Insurance 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, if any, to which this map is attached.

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.

End of Requirements



NOTICE OF PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a remote public hearing on October 19, 2016, at 5:00 P.M at an offsite location (The Design Studio), 7506 E. Indian School Road Scottsdale, Arizona 85251, for the purpose of hearing all persons who wish to comment on the following:

- 1-AB-2016** (Social Tap Outdoor Dining Patio) Request by applicant to abandon +/- 5,800-square feet of Drinkwater Boulevard and Brown Avenue right-of-way located along the boundary of 4310 N. Brown Avenue (Parcel Number 173-51-061), with Central Business, Downtown Overlay, Parking District (C-2/P-3 DO) and Parking District, Vehicle Parking, Downtown Overlay (P-2/DO) zoning designation. Staff contact person is Greg Bloemberg, 480-312-4306. **Applicant contact person is Mike Marden, 602-319-5282.**
- 13-ZN-2016** (L'Esperance) Request by owner for a Zoning District Map Amendment from Highway Commercial (C-3) to Downtown, Downtown Multiple Use – Type 2 Downtown Overlay (D/DMU-2, DO) zoning located on a combined +/- 1.23-acre site located at 3126 N. Scottsdale Road and 7134 E. Earll Drive. Staff contact person is Dan Symer, AICP, 480-312-4218. **Applicant contact person is Craig Waddell, 602-620-4561.**
- 3-GP-2016** (District at the Quarter) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from the Airpark Mixed Use (AMU) and Employment (EMP) land use designations to the Airpark Mixed Use Residential (AMU-R) land use designation, on a +/- 10.29-gross acre site located at 15501 N. 73rd Street (AKA Dial Boulevard) and 15450 N. Greenway-Hayden Loop. Staff contact person is Bryan Cluff, 480-312-2258. **Applicant contact person is Dennis M. Newcombe, 480-429-3065.**
- 8-ZN-2016** (District at the Quarter) Request by the owner for a Zoning District Map Amendment from Industrial Park (I-1) District to Planned Unit Development (PUD) District zoning, on a +/- 10.29-gross acre site located at 15501 N. 73rd Street (AKA Dial Blvd.) and 15450 N. Greenway-Hayden Loop. Staff contact person is Bryan Cluff, 480-312-2258. **Applicant contact person is Dennis M. Newcombe, 480-429-3065.**
- 5-UP-2016** (Phoenix Seminary Campus Addition and Remodel) Request by owner for a Conditional Use Permit for private colleges and universities having a regular curriculum, with their related services and activities, on a +/- 4.7-acre site with Single-family Residential (R1-35) zoning located at 7901 E. Shea Boulevard. Staff contact person is Jesus Murillo, 480-312-7849. **Applicant contact person is Paul Ladensack, 602-258-2211.**

25
13
38

3B
25
8

6-AB-2016

(Shatila Residence Abandonments) Request by owner to abandon portions of the 33-foot General Land Office Patent Easements located along the northern and eastern boundaries of the subject property located at 27990 N. 77th Street (Parcel Number 212-21-005), with Single-family Residential, Environmentally Sensitive Lands, Foothills Overlay (R1-70/ESL/FO) zoning. Staff contact person is Jesus Murillo, 480-312-7849. **Applicant contact person is James Loftis, 480-990-0545.**

6-ZN-2016

(South Scottsdale Mixed-Use) Request by owner for a Zoning District Map Amendment from Highway Commercial District (C-3) to Planned Unit Development District (PUD), including a Development Plan and amended development standards, on a +/- 3.3-acre site located at 2040 and 2042 N. Scottsdale Road. Staff contact person is Greg Bloemberg, 480-312-4306. **Applicant contact person is Lance Baker, 480-948-9766.**

9-AB-2016

(Perlstein Abandonment) Request by owner to abandon the 25-foot Roadway Easement along the northern boundary of a property located at 8845 E. Sierra Pinta Drive (Parcel Number 217-12-019), with Single-family Residential, Environmentally Sensitive Lands (R1-35/ESL) zoning. Staff contact person is Katie Posler, 480-312-2703. **Applicant contact person is Ashley Porter, 480-682-3916.**

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard
Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN

Attest
ALEX ACEVEDO
Planning Specialist

For additional information visit our web site at www.scottsdaleaz.gov



PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING ALEX ACEVEDO (480-312-2542). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT ALEX ACEVEDO (480-312-2542).

**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:

8845 E. Serra Pinta Drive

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.

Ed Perstein

7/20/16

Signature of Property Owner

Date

**9-AB-2016
08/01/16**

BERRY | **RIDDELL**
LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

July 26, 2016

Via Hand-Delivery, to:

City of Scottsdale
Planning & Development Services
Attn: Katie Posler
7447 E Indian School Road, Suite 105
Scottsdale, Arizona 858251

Re: Letter of Authorization – Perlstein Abandonment

Dear Katie,

This letter authorizes Berry Riddell LLC to represent and act on my behalf for the abandonment application and other related City matters for the approximate 1.52 +/- acres located at 8845 East Sierra Pinta Drive in Scottsdale, Arizona.



Edward Perlstein, property owner

9-AB-2016
08/01/16