

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 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

29-DR-2016
6/24/16

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

Effective Date: **May 05, 2016 at 5:00 pm**

- | | |
|--|---------------------|
| 1. Policy (or Policies) to be issued: | Policy Amount: |
| ALTA 2006 EXTENDED OWNER'S POLICY | \$732,578.00 |

Proposed Insured: **Rainetree LLC, an Arizona limited liability company**

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:

SWVP DC Ranch 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:

Rainetree LLC, an Arizona limited liability company

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 7, REPLAT CORPORATE CENTER AT DC RANCH, according to Book 1024 of Maps, page 23, records of Maricopa County, Arizona.

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

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: May 05, 2016, 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. All of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$10,775.92 for the year 2010 under Assessor's Parcel No. 217-55-724

2. Proper showing that all assessments due and payable, levied by DC Ranch Community Council, Inc., have been paid to and including the closing date of this transaction.
3. Proper showing that all assessments due and payable, levied by DC Ranch Association., have been paid to and including the closing date of this transaction.
4. Proper showing that all assessments due and payable, levied by Corporate Center at DC Ranch Association., have been paid to and including the closing date of this transaction.
5. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as currently established. The Plat of Survey shall include the recommended certification and, at a minimum, also have shown thereon Items 1, 6, 8, 10, 11(b), 16, 17 and 18 from Table A thereof.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to Thomas Title & Escrow.

6. Provide proper notification prior to the closing of this transaction to Thomas Title & Escrow for an inspection to be completed and to disclose any additional exceptions and/or requirements.
7. Furnish for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, prior to the close of this transaction; or in lieu thereof Furnish "Owner's Affidavit" executed by the current owner of the property. The Owner's Affidavit should itemize all Leases, identifying Lessee, date of Lease, Terms and any options to renew. The affidavit shall also state that none of the leases referred to therein contain a first right of refusal or option to purchase. Upon receipt and approval by the Company, the applicable Exception shown herein will be limited to those parties identified in the Affidavit.

8. **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 SWVP DC Ranch, LLC, an Arizona limited liability company, a(n) 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.**
9. **Record Partial Reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$20,625,000.00, dated December 15, 2005, recorded December 19, 2005 as 2005-1912304, of Official Records, by HRCF - Biltmore LGE DC Ranch, LLC, a Delaware Limited Liability Company, Trustor, Lawyers Title of Arizona, an Arizona Corporation, Trustee, and The First National Bank of Olathe, Beneficiary.**

A document recorded July 23, 2008 as 2008-642025, of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

A document recorded July 15, 2009 as 2009-653828, of Official Records provides that the deed of trust or the obligation secured thereby has been amended.

A document recorded January 8, 2010 as 2010-0017433, of Official Records, provides that the obligation secured by the Deed of Trust was assumed by DC Ranch Office Lots Partners LLC, a Delaware limited liability company, formerly known as HRCF-Biltmore LGE DC Ranch, LLC.

The beneficial interest in the Deed of Trust was assigned to First Tennessee Bank National Association by assignment recorded February 19, 2010, as 2010-139716, of Official Records.

Request for Notice recorded August 24, 2010 as 2010-734492, of Official Records.

A document recorded September 23, 2010 as 2010-824288, of Official Records provides that the deed of trust or the obligation secured thereby has been amended.

The beneficial interest in the Deed of Trust was assigned to SWVP DC Ranch LLC, an Arizona limited liability company by assignment recorded December 8, 2010, as 2010-1069229, of Official Records.

10. **Record _____ Deed from SWVP DC Ranch, LLC, an Arizona limited liability company to Buyer(s).**

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 unincorporated area of a county.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **May 05, 2016, 5:00pm**

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

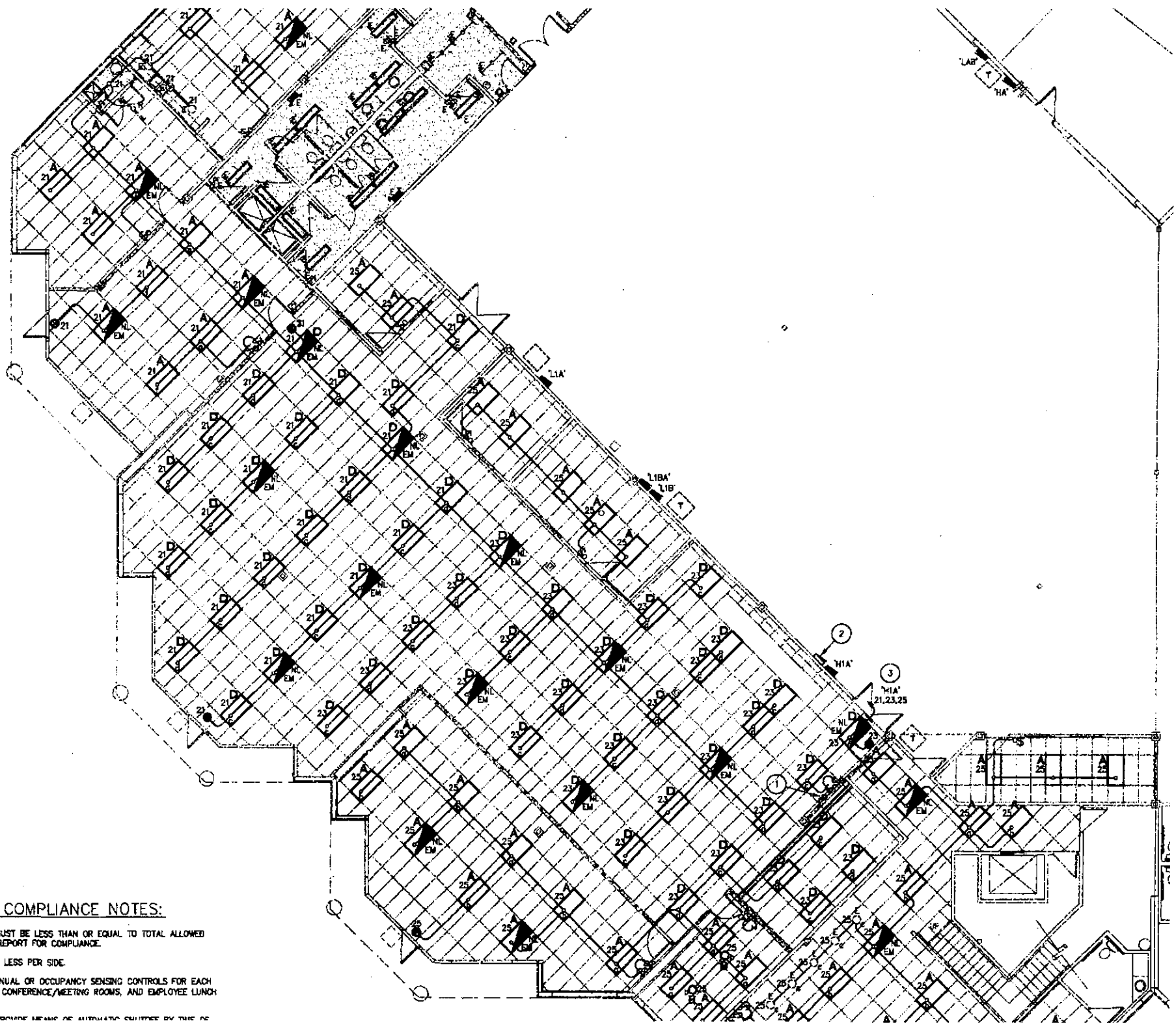
A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date shown on this title commitment, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage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

1. **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. **Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.**
3. **Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.**
4. **Any charge upon the land by reason of its inclusion in DC Ranch Community Council, Inc.**
5. **Any charge upon the land by reason of its inclusion in DC Ranch Association.**
6. **Any charge upon the land by reason of its inclusion in Corporate Center at DC Ranch Association.**
7. **THE RIGHT TO ENTER upon said land and prospect for and remove all coal, oil, gas and other minerals, as reserved in the Patent to said land, recorded in Docket 304, Page 447.**
8. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 959 of Maps, Page 36, Amendment recorded as 2008-117783 and as 2008-538739, 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).**
9. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 1024 of Maps, Page 36, 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).**
10. **All matters as set forth in The Covenant at DC Ranch, recorded December 13, 1996, as 96-868789, re-recorded as 97-298843, First Amendment recorded as 99-673266, Supplemental recorded as 2005-1912301, and Amendment to Supplemental recorded as 2008-1055484, of Official Records.**

11. **Amended and Restated Declaration of Covenants, conditions, restrictions, liabilities and obligations in the document recorded July 16, 1999 as 99-673267, Supplemental Declaration recorded as 2005-1912301, of Official Records, and Second Amendment recorded as 2009-1152130, 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.**
12. **Amended and Restated Declaration of Covenants, conditions, restrictions, liabilities and obligations in the document recorded July 16, 1999 as 99-673268, Supplemental Declaration recorded as 2005-1912301 and Revocable Assignment and Assumption recorded as 2008-1000566, and Second Amendment recorded as 2009-1152130, 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. Notice of Contact information recorded as 2004-1089982, of Official Records.**
13. **Covenants, conditions, restrictions, liabilities and obligations in the document recorded September 12, 2008 as 2008-790368, 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.**
14. **The terms, conditions and provisions contained in the document entitled Dedication, Easement and Maintenance Agreement recorded October 24, 2003 as 2003-1483629, of Official Records.**
15. **The terms, conditions and provisions contained in the document entitled City of Scottsdale Noise and Avigation Easement and Covenant Not to Sue recorded April 14, 2008 as 2008-325115 and re-recorded as 2008-345582, of Official Records.**
16. **The terms, conditions and provisions contained in the document entitled City of Scottsdale Noise and Avigation Easement and Covenant Not to Sue recorded June 5, 2008 as 2008-499366, of Official Records.**
17. **The effect of Resolution No. 4750 by the City of Scottsdale recorded in 97-284576, concerning: DC Ranch Community Facilities District of Scottsdale. Supplemental Notice of Formation recorded as 98-1098080, of Official Records.**
18. **All matters as set forth in District Development, Financing Participation and Intergovernmental Agreement No. 1, recorded April 30, 1997, as 97-284577, of Official Records.**
19. **All matters as set forth in Development Agreement, recorded October 29, 1998, as 98-970077 and Amendment recorded as 2003-90008, of Official Records.**
20. **All matters as set forth in Waiver of Right to Make a Claim Under Proposition 207, recorded as 2008-32316, 2008-80051, 2008-316288, 2008-345553 and as 2009-924917, of Official Records.**
21. **Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.**
22. **Rights of the following parties in possession as disclosed in inspection:**

23. **Any rights, interest or claims of parties in possession of the land not shown by the public records. NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.**

END OF SCHEDULE B - EXCEPTIONS



LISTING COMPLIANCE NOTES:

LUMEN WATTS MUST BE LESS THAN OR EQUAL TO TOTAL ALLOWED ON CHECK REPORT FOR COMPLIANCE.

10 WATTS OR LESS PER SIDE.

INSTALL MANUAL OR OCCUPANCY SENSING CONTROLS FOR EACH CLASSROOM, CONFERENCE/MEETING ROOMS, AND EMPLOYEE LUNCH ROOMS.

1. PROVIDE MEANS OF ALTERNATE EXIT BY THE USE OF...



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:
 - a. Street Address: 17465 N. 93rd Street
 - b. County Tax Assessor's Parcel Number: _____
 - c. General Location: 93rd Street & Palo Brea
 - d. Parcel Size: 43,736 sf
 - e. Legal Description: Lot 7, DC Ranch Corporate Center

(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
<u>James Elson</u>	_____, 20 <u>16</u>	_____
<u>Seth Heald</u>	<u>5/26</u> , 20 <u>16</u>	_____
<u>Rick Hill</u>	<u>5/26</u> , 20 <u>16</u>	<u>Richard W Hill</u>
_____	_____, 20__	_____

Planning and Development Services

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

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to 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 or 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) where 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 violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

- ❖ 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 or 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 de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

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.

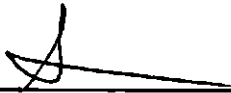
**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

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

17465 N 93rd Street

(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

5/26/14
Date