

**Application
Narrative
Cash Transmittal
Pre-Application
Pre-App Narrative
Pre-App Cash Transmittal
Development Standards**

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.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300, Phoenix, Arizona 85016

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

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

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.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. 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.

**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

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
National Commercial Services**

SCHEDULE A

First Amended

Effective Date: **June 12, 2017** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$8,123,600.00

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:

PFCCB Pinnacle Peak 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

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA.

**First American Title Insurance Company
National Commercial Services**

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2017.
(The first half is due October 1, 2017 and is delinquent November 1, 2017. The second half is due March 1, 2018 and is delinquent May 1, 2018 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. A plat recorded in Book 6, Page 4 of Road Maps, purporting to show a county roadway.
4. A plat recorded in Book 15, Page 85 of Road Maps, purporting to show a county roadway.
5. An easement for roadway and incidental purposes in the document recorded as Docket 5331, Pages 267, 268 and 269.
6. An easement for roadway and incidental purposes in the document recorded as Docket 5282, Page 28.
7. The Terms, Provisions and Easement(s) contained in the document entitled "Right of Way Contract" recorded December 07, 1964 as Docket 5331, Page 270.
8. Affidavit of Underground Facility Location recorded January 7, 1986 in Instrument No. 86-026906 of Official Records.
9. An easement for roadway and incidental purposes in the document recorded as 92-014593 of Official Records.

The effect of Abandonment recorded in Instrument No. 95-760855 of Official Records.
10. An easement for vehicular non-access and incidental purposes in the document recorded as 92-374788 of Official Records.
11. All matters as set forth in Adobe / Miller Improvement District, recorded September 14, 1992 as 92-0513172 of Official Records.
12. An easement for road, public utility and incidental purposes in the document recorded as 97-418352 of Official Records.
13. An easement for road, public utility and incidental purposes in the document recorded as 97-418353 of Official Records.
14. An easement for 1 foot vehicular non-access and incidental purposes in the document recorded as 97-418354 of Official Records.

15. An easement for water line and incidental purposes in the document recorded as 97-418355 of Official Records.
16. An easement for natural area including restored desert and incidental purposes in the document recorded as 97-418356 of Official Records.

A partial release of easement recorded October 31, 2006 as 2006-1439249 of Official Records.
17. An easement for public utilities and emergency and service vehicle access and incidental purposes in the document recorded as 97-537413 of Official Records.
18. An easement for sidewalk and incidental purposes in the document recorded as 97-537414 of Official Records.
19. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as 97-707329 of Official Records.
20. Survey prepared by Gilbertson Associates, Inc., dated May 01, 1998 revised October 8, 1998, under Job No. 63202, shows the following:

a.) Discrepancy of the non-vehicular access easement and driveway along the west portion of said property.
21. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

22. 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.
23. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

**First American Title Insurance Company
National Commercial Services**

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.
2. All of 2016 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$118,869.78 for the year 2016 under Assessor's Parcel No. 212-04-001B 3.

(Affects portion of the land)

NOTE: Taxes are assessed in the total amount of \$42,092.76 for the year 2016 under Assessor's Parcel No. 212-04-001C 2.

(Affects portion of the land)

NOTE: Taxes are assessed in the total amount of \$30,958.60 for the year 2016 under Assessor's Parcel No. 212-04-001D 1.

(Affects portion of the land)

NOTE: Taxes are assessed in the total amount of \$34,081.60 for the year 2016 under Assessor's Parcel No. 212-04-001E 1.

(Affects portion of the land)

3. 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, 2016. 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.

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 to be 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 First American Title Insurance Company.

4. 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.
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 PFCCB Pinnacle Peak LLC, a limited liability company.

6. Record Warranty Deed from PFCCB Pinnacle Peak LLC, an Arizona limited liability company to Buyer(s).

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

7. Such further requirements as may be necessary after completion of the above.
8. Return to title department for final recheck before recording.

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:

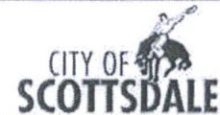
- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. ¹ 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.

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.

End of Requirements

Development Application



Development Application Type:

Please check the appropriate box of the Type(s) of Application(s) you are requesting

Zoning		Development Review		Signs	
<input type="checkbox"/>	Text Amendment (TA)	<input type="checkbox"/>	Development Review (Major) (DR)	<input type="checkbox"/>	Master Sign Program (MS)
<input checked="" type="checkbox"/>	Rezoning (ZN)	<input type="checkbox"/>	Development Review (Minor) (SA)	<input type="checkbox"/>	Community Sign District (MS)
<input type="checkbox"/>	In-fill Incentive (II)	<input type="checkbox"/>	Wash Modification (WM)	Other:	
<input type="checkbox"/>	Conditional Use Permit (UP)	<input type="checkbox"/>	Historic Property (HP)	<input type="checkbox"/>	Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance		Land Divisions (PP)		<input type="checkbox"/>	General Plan Amendment (GP)
<input type="checkbox"/>	Hardship Exemption (HE)	<input type="checkbox"/>	Subdivisions	<input type="checkbox"/>	In-Lieu Parking (IP)
<input type="checkbox"/>	Special Exception (SX)	<input type="checkbox"/>	Condominium Conversion	<input type="checkbox"/>	Abandonment (AB)
<input type="checkbox"/>	Variance (BA)	<input type="checkbox"/>	Perimeter Exceptions	Other Application Type Not Listed	
<input type="checkbox"/>	Minor Amendment (MA)	<input type="checkbox"/>	Plat Correction/Revision	<input type="checkbox"/>	

Project Name: 7676 E Pinnacle Peak Rezoning

Property's Address: 7676 E Pinnacle Peak Rd, Scottsdale, AZ 85244

Property's Current Zoning District Designation: S-R ESL

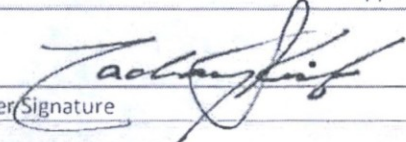
The property owner shall designate an agent/applicant for the Development Application. This person shall be the owner's contact for the City regarding this Development Application. The agent/applicant shall be responsible for communicating all City information to the owner and the owner application team.


Owner: PFCCB Pinnacle Peak, LLC	Agent/Applicant: Nick Wood, Esq.
Company: Same as Above	Company: Snell & Wilmer, LLP
Address: 7676 E Pinnacle Peak Rd, Scottsdale 85255	Address: 400 E Van Buren St, 1900, Phoenix, 85004
Phone: 480-888-3802 Fax:	Phone: 602-382-6269 Fax: 602-382-6070
E-mail: zachary.shirk@pfc.com	E-mail: nwood@swlaw.com
Designer: Mark Reddie	Engineer: N/A
Company: LVA Urban Design Studio	Company: N/A
Address: 120 South Ash Ave, Tempe, AZ 85281	Address: N/A
Phone: 480-994-0994 Fax: N/A	Phone: N/A Fax: N/A
E-mail: mreddie@lvadesign.com	E-mail: N/A

Please indicate in the checkbox below the requested review methodology (please see the descriptions on page 2).

- This is not required for the following Development Application types: AN, AB, BA, II, GP, TA, PE and ZN. These applications¹ will be reviewed in a format similar to the Enhanced Application Review methodology.

<input checked="" type="checkbox"/>	Enhanced Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Enhanced Application Review methodology.
<input type="checkbox"/>	Standard Application Review:	I hereby authorize the City of Scottsdale to review this application utilizing the Standard Application Review methodology.

Owner Signature 

Agent/Applicant Signature 

Official Use Only Submittal Date: Development Application No.:

Planning and Development Services

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: www.scottsdaleaz.gov

Request To Submit Concurrent Development Applications

Acknowledgment and Agreement



The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more of the development applications are related to another development application. City Staff may agree to process concurrently where one or more the development applications related to the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input checked="" type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input checked="" type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: PFCCB Pinnacle Peak, LLC

Company: Same as Above

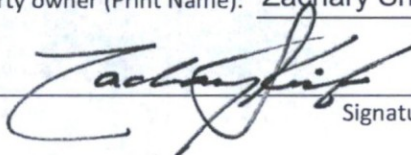
Address: 7676 E Pinnacle Peak Rd, Scottsdale, AZ 85255

Phone: 480-888-3802 Fax: N/A

E-mail: zachary.shirk@pfcbb.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications; 4) to placing a development application on hold in order to continue processing a concurrent development application that is related to an another development application; and 5) that upon completion of the City review(s) of the development applications, one or more of the development application(s) may not be approved.

Property owner (Print Name): Zachary Shirk Title: Regional Director of Development


Signature

Date: 6/15/2017

Official Use Only:	Submittal Date: _____
Request: <input type="checkbox"/> Approved or <input type="checkbox"/> Denied	
Staff Name (Print): _____	
Staff Signature: _____	Date: _____

Planning and Development Services
7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 Phone: 480-312-7000 Fax: 480-312-7088
City of Scottsdale's Website: www.scottsdaleaz.gov
Page 1 of 1 Revision Date: 02/02/2015

11-ZN-2017
06/22/17



City of Scottsdale Cash Transmittal

111238

111238
 1 01035625
 6/22/2017 PLN-1STOP
 KWHEELER HP60062020
 6/22/2017 4:22 PM
 \$1,140.00

Received From :

PFCCB PINNACLE PEAK LLC
 7676 E PINNACLE PEAK RD
 SCOTTSDALE, AZ 85255
 480-888-3600

Bill To :

PFCCB PINNACLE PEAK LLC
 7676 E PINNACLE PEAK RD
 SCOTTSDALE, AZ 85255
 480-888-3600

Reference #	362-pa-2017	Issued Date	6/22/2017
Address	7676 E PINNACLE PEAK RD	Paid Date	6/22/2017
Subdivision		Payment Type	CHECK

Marketing Name	Lot Number	Cost Center
MCR	Metes/Bounds No	Jurisdiction SCOTTSDALE
APN 212-04-001C	Gross Lot Area 0	Water Zone
Owner Information	NAOS Lot Area 0	Water Type
PFCCB PINNACLE PEAK LLC	Net Lot Area 0	Sewer Type
7676 E PINNACLE PEAK RD	Number of Units 1	Meter Size
SCOTTSDALE, AZ 85255	Density	QS 45-46
480-888-3600		

Code	Description	Additional	Qty	Amount	Account Number
3170	REZONING APPLICATION		1	\$1,140.00	100-21300-44221

Nick Wood
 SIGNED BY NICK WOOD ON 6/22/2017

11-ZN-2017
06/22/17

Total Amount **\$1,140.00**

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)

3" and larger water meter fees are based on cost recovery. The city will contact the owner of the construction permit if additional funds are due. Payment will be due within 30 days notification.

TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 111238