

(DC Ranch lot)



**DISPOSAL  
OF CITY-OWNED REAL PROPERTY  
REQUEST FOR SEALED BIDS**

**VACANT SINGLE FAMILY RESIDENTIAL LOT  
LOCATED AT 9786 E. KEMPER WAY, SCOTTSDALE, ARIZONA**

**Issued by: Capital Projects Management Department  
City of Scottsdale, Arizona  
Date: September 18, 2015**

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The attachments to the Request are listed in a table of exhibits at the end of the Request.

**DISPOSAL OF CITY-OWNED REAL PROPERTY  
REQUEST FOR SEALED BIDS**

**VACANT SINGLE FAMILY RESIDENTIAL LOT  
LOCATED AT 9786 E. KEMPER WAY  
IN SCOTTSDALE, ARIZONA**

(DC Ranch)

**I. INTRODUCTION**

1. Introduction. The City of Scottsdale ("City") issues this request for sealed bids (the "Request") for the disposal of City-owned property as further described in this Request.

1.1 Contract. The highest and best bidder will contract to purchase City's entire interest in a certain parcel of property (the "Property") upon City Council approval. The submission of a written, sealed and responsive bid (the "Bid") is the bidder's irrevocable offer to Purchase the Property on the terms described in this Request.

1.2 Nature and Location of Property. The Property is a vacant residential lot in Silverleaf at DC Ranch, located within Arcadia, Parcel T7, a gated residential community in Scottsdale, Arizona. Silverleaf at DC Ranch is a 4,400 acre community development in DC Ranch, located adjacent to the McDowell Sonoran Preserve in North Scottsdale.

1.3 Deadline. Bids must be delivered to City no later than the deadline stated below (in 4.1.4).

1.4 Contacts. Bidders will address and deliver their Bids to City at the following address (the "Submittal Address"):

Martha West  
Capital Project Management  
City of Scottsdale  
One Civic Center  
7447 E. Indian School Road, Suite 205  
Scottsdale, Arizona 85251  
(480) 312-7042

1.5 Other Contacts. All other contacts and inquiries concerning this Request should be addressed in writing to the following address (the "Information Address"):

Joni Lindsey  
Capital Project Management  
City of Scottsdale  
One Civic Center  
7447 E. Indian School Road, Suite 205  
Scottsdale, Arizona 85251  
(480) 312-7848  
[JLindsey@scottsdaleaz.gov](mailto:JLindsey@scottsdaleaz.gov)

1.6 Request Internet Address. The Internet address for city's online distribution of this Request and information about this Request (the "Request Internet Site") is:

[www.scottsdaleaz.gov/purchasing/leases-concessions](http://www.scottsdaleaz.gov/purchasing/leases-concessions)

## II. DESCRIPTION OF PROPERTY AND ENVIRONS

2. Description of Property and Environs. City provides the following information, without warranty, about the Property and its environs:

2.1 Scottsdale Market. Regionally and nationally, Scottsdale has been recognized for over half a century as a special destination for visitors and residents. With a 20-minute access to Phoenix Sky Harbor International Airport and easy freeway access to the entire metropolitan area Scottsdale occupies a unique place in the Greater Phoenix area. For instance, it is home to the Southwest's most successful regional mall, Scottsdale Fashion Square which is anchored by Nordstrom's, Macy's, Barney's of New York, Neiman Marcus, and Dillard's department stores, and it is the location of Old Town a widely recognized Scottsdale shopping area designed to reflect the western heritage of the area. Each year the mall generates nearly two-thirds of a billion dollars in sales and the rest of Downtown over a third of a billion dollars in sales. Each serves local and regional customers as well as thousands of tourists and visitors.

2.1.2 Destinations in the area include Westworld (home of the internationally recognized Scottsdale Arabian Horseshow and Barrett Jackson Classic Car Auction), the Heard Museum, Chase Field in downtown Phoenix, the McDowell Sonoran Preserve with over 11,000 acres of protected desert lands and 16,000 additional acres proposed for purchase), Mayo Clinic, and the Tournament Players Club (home of the Waste Management Open). Major regional entertainment venues, the Scottsdale Airport and Scottsdale Airpark (the third largest employment center in the state) are within short distances. There is also excellent access to Scottsdale Community College and Arizona State University, each of which is about a ten minute drive from the Property.

2.1.3 The 101 Freeway (Pima Freeway) is located providing easy access to the Scottsdale Airpark's extensive business neighborhood and the East Valley communities of Tempe, Mesa, Chandler and Gilbert, and the rest of the metropolitan area.

2.2. DC Ranch. The property is located in DC Ranch. DC Ranch is an 8,281 acre master planned community in Scottsdale, Arizona. The private and residential community is located at the base of the McDowell Mountains, which are part of the McDowell Sonoran Preserve in North Scottsdale. The DC Ranch community also offers a network of paths and trails, neighborhood services, retail and restaurants.

2.2.1 The DC Ranch community is comprised of four Villages, one of which is Silverleaf. Each village has a defined architectural character and style. Silverleaf features a 18 hole championship golf course designed by Tom Weiskopf. The private Silverleaf Club includes spa facilities, resort and lap pools, men's and women's locker rooms as well as fine and casual dining for members.

2.2.2 The Property is located within the sub-village or neighborhood Arcadia at Silverleaf that is west of the N. Thompson Peak Parkway and north of E. Legacy Boulevard. This neighborhood is characterized by tree-lined streets and diverse architectural styles. These styles include: Spanish, Western Regional Ranch, Spanish Hacienda, Farmhouse and Craftsman.

2.2.3. Additional information on Arcadia at Silverleaf may be available from [www.dcranch.com](http://www.dcranch.com) or [www.silverleaf.com](http://www.silverleaf.com).

2.2.4 Additional information about the City of Scottsdale may be available from [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov).

2.3 Property Characteristics. The Property enjoys the following characteristics that may be relevant to this Request:

2.3.1 Graphic depictions and an aerial photograph and drawing showing the general location and layout of the Property are attached hereto as **Exhibit "A"**. ("Property Graphics")

2.3.2 The Property is a vacant single family residential lot.

2.3.3 The Property size consists of approximately 22,685 Square Feet.

2.3.3.1 The approximate Property dimensions are:  
126.54 x 169.26 x 134.82 x 179.55

2.3.4 Existing utilities in the area include water, sewer, electric, phone, cable, and gas. Bidders are responsible to determine location, capacity and extension requirements and associated fees to accommodate any future Property changes or upgrades.

2.3.5 The Property is served by paved access. The Property can be accessed from E. Legacy Boulevard to 98<sup>th</sup> Street to E. Kemper Way or via N. Thompson Peak Parkway to E. Parkside Lane to E. Kemper Way.

2.4 Property Regulatory Status. The Property is affected by the following regulatory issues that may be relevant to this Request:

2.4.1 Use of the Property is subject to City of Scottsdale codes, ordinances, policies and other rules. All bids will be subject to full regulatory review and approval processes.

2.4.2 The Property is zoned R1-10 PCD. The R1-10 District is intended to promote and preserve residential development. Lot size permits a higher density of population. Land use is composed chiefly of individual homes, together with required recreational, religious and educational facilities as the basic elements of a balanced neighborhood.

2.4.3 The Property is reportedly in Federal Emergency Management Agency ("FEMA") Zone X. See **Exhibit "B"**. ("FEMA Correspondence")

2.5 Property Ownership Status. The Property is affected by the following ownership status issues that may be relevant to this Request:

2.5.1 The Property consists of Lot 3661, DC Ranch Parcel T7, according to Book 724 of Maps, Page 48, and Affidavit of Amendment in Document No. 2005-0289325, records of Maricopa County, Arizona attached hereto as **Exhibit "C"**. ("Legal Description")

2.5.2 The Property is subject to the Declaration of Covenants, Conditions and Restrictions for The Ranch, as recorded on December 13, 1996 in Instrument No.1996-0868791 and as amended thereafter and any and all additional agreements, easements and any other matters as listed in the title report issued May 11, 2015 and attached hereto as **Exhibit "D"**. ("Title Report")

2.5.3 Title to the Property is "as-is".

2.5.4 Additional information about the Property legal status may be available from the following sources:

2.5.4.1 The office of the Maricopa County Recorder and any other public records repositories.

2.5.4.2 [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov).

2.6 Reliance. The Property is offered "as-is", as described in more detail elsewhere in this Request. Bidders must investigate and analyze Property information of every character, must form their own opinions as to its effect on the Property and must not rely on any information from City.

2.6.1 Bidders are responsible for inspecting the Property within the established time frames provided in 2.6.2.1 below. **The City will not provide or arrange for access to the property at any other times or dates**, or for individual or group tours of the Property.

2.6.2 Bidders are hereby informed that the Property is located in a gated community with limited access that is controlled by the DC Ranch Association.

2.6.2.1 Access to the property will be available as previously agreed to, by the DC Ranch Association, on the following dates and times: (See **\*Important Note** below)

<b>Week</b>	<b>Days</b>	<b>Times</b>
September 18-19	Friday, Saturday	10am to 6pm
September 21 - 26	Monday, Wednesday, Friday, Saturday	10am to 6pm
September 28 - Oct. 3	Monday, Wednesday, Friday, Saturday	10am to 6pm
October 5 - 10	Monday, Wednesday, Friday, Saturday	10am to 6pm
October 12 - 17	Monday, Wednesday, Friday, Saturday	10am to 6pm

October 19 - 24	Monday, Wednesday, Friday, Saturday	10am to 6pm
October 26 - 30	Monday, Wednesday, Friday	10am to 6pm

\* **Note:** The Property lot number (Lot 3661) and a special gate code (5050) will be required to gain access to the property. **This gate code will only allow access on the dates and times specified above. THE CITY WILL NOT BE ABLE TO GRANT ACCESS AT ANY OTHER TIME.**

### III. CITY GOALS

3. City Goals. Bids should advance the following City goals:

3.1 Financial Goals. City has a goal to maximize the amount of money paid to City for the Property.

3.2 Bidder Qualification Goals. City has a goal to dispose of the Property to a bidder who can and will pay for the Property and otherwise comply with this Request.

### IV. PROCESS

4. Process. This Request will be conducted in the following manner:

4.1 Timeline. This Request will be conducted according to the following schedule:

4.1.1	Issue Request	September 18, 2015
4.1.2	Begin Inspection Period	September 18, 2015
4.1.3	End Inspection Period	October 30, 2015
4.1.4	Deadline to submit Bid (as described in Section VIII)	November 4, 2015 (by 10:00 am, Arizona Time)
4.1.5	Date all bids will be opened in public	November 4, 2015 (at 10:01am, Arizona Time)
4.1.6	Deadline for Bidder to submit statement required by 8.2.2.1 and 8.2.2.2 (if applicable)	November 13, 2015
4.1.7	Action by city council	December 2, 2015 (Tentative)
4.1.8	Balance of Bid amount due	Not more than 7 days after the city council approval (Tentatively, December 9, 2015)

4.1.9 Delivery of deed

Upon receipt of the balance of the Bid amount

4.1.9.1 The balance of the Bid must be submitted in the form of a certified cashier's check or through a direct wire transfer payable to City issued by an FDIC insured institution with offices in Maricopa County AZ. Personal checks are not acceptable.

4.2 Pre-bid Meetings. No pre-bid meetings are anticipated.

4.3 Disqualification. City reserves the right to disqualify a bidder as follows:

4.3.1 The following are grounds for disqualification whether disclosed by the Bid submitted or any other information available to City, or otherwise:

4.3.1.1 Any real or apparent conflict of interest.

4.3.1.2 Failure to comply with this Request.

4.3.1.3 The bidder's record of non-performance of its obligations to City or any third party.

4.3.1.4 The bidder's apparent likely inability to perform as proposed.

4.3.1.5 Any other impropriety or weakness in the bidder or the Bid.

4.4 City's Sole Discretion. Bidders may be disqualified at the City's sole discretion.

4.5 Contract Effectiveness. City has made no promises to enter into any contract with any bidder. City is free to withdraw or modify this Request at any time for any reason or for no reason. Bidders proceed at their own risk as to any expenditures, commitments, forbearances, or other actions in anticipation of a possible contract with City. City will not be bound by any contract or other duty relating to this Request unless and until a final written contract is executed and delivered to the bidder by City's agent pursuant to a specific resolution formally approved by the City Council.

4.6 Addenda and Other Changes to this Request. City expressly reserves the right to:

4.6.1 Amend, modify or cancel this Request without incurring any contractual or other obligations. A formal written addendum is the only official method of modifying this Request. Each addendum shall be a part of this Request as if the addendum were set out here in its entirety. Addenda will be published at the Request Internet Site. Bidders are responsible to inform themselves about addenda. City shall not be responsible for oral or other informal interpretation, clarification or additional information given by any elected or appointed official, by any employee or by any other person or group purporting to speak for City.

4.6.2 Waive any defect or informality in any Bid or bid procedures.

4.6.3 Reject any or all Bids.

4.6.4 Issue a new Request.

4.6.5 Obtain or dispose of any property or services or pursue other aspect of the project by any other means.

4.7 Governing law. Any and all disputes arising under this Request or out of the Bids shall be governed according to the laws of the State of Arizona. The exclusive venue for any lawsuit related to the Proposal shall be in Maricopa County, Arizona.

4.8 Information from City and Others. While City has attempted to supply correct information in this Request, all information herein and all information City may have heretofore provided or may yet provide is provided entirely without warranty. All bidders should perform their own investigation of the project and all other relevant information and independently confirm for themselves any information provided by City. City is not responsible for any information that bidders may obtain from third parties, including without limitation information from any source mentioned in this Request. City does not warrant that any information City or others may provide is accurate or complete. City also strongly recommends that bidders retain and seek advice from competent professional planners, engineers, attorneys and other advisors regarding this Request and the contract.

4.9 Indemnity. Each bidder shall hold harmless and indemnify City, its officers, employees, agents, and representatives against all losses, claims, actions, judgments, and all liability for injury to persons, including without limitation wrongful death and damage to property, occurring, related to, during, or in consequence of this Request or any Bid. Bidders release and shall have no rights, claims or remedies against City's officers, employees, agents or other representatives in connection with this Request or the contract.

4.10 Waiver of Objections. Persons interested in this Request waive objections as follows:

4.10.1 By submitting a Bid, each bidder agrees to be bound by this Request and unconditionally and irrevocably waives the following:

4.10.1.1 Any objection to the bid/Bid and contracting process as set out in or contemplated by this Request.

4.10.1.2 Any objection to the requirements or other provisions of this Request, including without limitation the submission requirements, the bid/Bid evaluation criteria, the selection process, and the contract.

4.10.1.3 Any objection to the manner in which the bid/Bid and contracting process has been carried out through the time the bids/Bids are opened.

4.10.2 All other objections by bidders and all others (including without limitation those related to the proposed evaluation and recommendation process) are unconditionally and irrevocably waived if not raised at the earliest possible time.

4.10.3 Any objection not previously waived must be made at least 48 hours prior to City Council action (or, in the case of objections to matters occurring after that deadline, prior to City Council action).

4.10.4 All objections must be described in particular and delivered in writing with supporting evidence to City at the address for submitting bid/Bids. Objections must be conspicuously and boldly marked "URGENT OBJECTION TO REQUEST FOR SEALED BIDS FOR "DC Ranch". An additional copy marked in the same manner must be simultaneously delivered to:

City Attorney's Office  
City of Scottsdale  
3939 N. Drinkwater Boulevard  
Scottsdale, AZ 85253

4.10.5 Objections are also subject to all applicable claims processes. City does not waive any claims process.

## **V. BID EVALUATION FACTORS**

5. Bid Evaluation Factors. Bids will be evaluated and scored on the basis of noncompetitive factors and competitive factors, as follows:

### 5.1 Non-competitive factors.

5.1.1 Bids will be individually scored as "Pass" or "Fail." A bid that receives a "Fail" score for anyone or more non-competitive factors will be eliminated from further consideration. For each non-competitive factor, bidders must show that the factor is met.

### 5.2 Competitive factors.

5.2.1 Factors that allow the bids to be ranked to determine how well each bid advances the City's goals.

## **VI. NON-COMPETITIVE FACTORS**

6. Non-competitive Factors. All Bids must comply with the following:

6.1 Request Compliance. The bidder must otherwise comply with this Request.

6.2 Form of Contract. The bidder will enter into a contract with City as follows:

6.2.1 The Property will be conveyed by a special warranty deed in the form attached hereto as **Exhibit "E"**. ("Special Warranty Deed")

6.2.2 The final deed will be prepared by the City Attorney's Office modified as necessary to incorporate the terms of the successful Bid.

6.2.3 Bidders should be prepared to accept the deed in its current form. Language changes will be limited to those purposes.

6.2.4 The deed text shall control the relationship between City and the bidder selected. All bidders must read the deed in its entirety before submitting a bid. If the deed is inconsistent with anything in the remainder of this Request, then the deed shall control. Do not rely on this Request to explain the deed.

6.3 Bidder's Due Diligence. All title or interests conveyed by City to the bidder shall be conveyed in an "as is" condition, with no warranty, express or implied. Without limitation, City makes no warranties as to past, existing or potential costs, needs, opportunities or challenges, obvious or latent, regarding any of the following (all of which together are the "Due Diligence Matters"): liens, encroachments, easements and all other title matters; zoning and building permits, clearances, status and other regulatory matters; physical, environmental, safety, contamination and other conditions; economic, physical or other developability or feasibility; construction, maintenance, repair, operation or other work; soil, geology, flooding, earthquake, fire or other hazards; prior, present or future uses or history of the Property or nearby property; taxes, assessments, common area charges or other burdens; insurance, warranties, contracts, plans or other contracts or documents; the requirements, conduct, documents or other aspects of this Request; and all other faults or defects of any description about the Property or its environs, information about the Property or its environs, this Request and the transactions contemplated herein. Before bidding, each bidder shall inspect and investigate the Property and its environs and obtain such information and professional advice as the bidder determined to be necessary related to the Due Diligence Matters. Bidders at their own expense shall investigate and determine the suitability of the Property and the Due Diligence Matters for the bidder's use for the Property. If the Due Diligence Matters are not in all respects entirely suitable for the use or uses to which any bidder now or hereafter plans or desires to put the Property, then it is the bidder's sole responsibility and obligation to take such action as may be necessary to place the Property in a condition entirely suitable for its development and use.

## **VII. COMPETITIVE FACTORS**

7. Competitive Factors. Bids will be ranked according to the following criteria:

7.1 Bid Amount. The highest Bid amount shall prevail over all other Bid amounts.

7.2 Conduct of Sealed Bid Auction. The sealed bid auction shall be conducted as follows:

7.2.1 The sealed bid auction process, minimum bid, form of bids, and other auction details will be explained at the beginning of the sealed bid auction. City may also elect to make auction information available at the Request Internet Site. The auction details are subject to change at the auction.

## **VIII. BID CONTENTS**

8. **Bid Contents.** Each Bid must contain the following items in order to be considered responsive. A bid will be considered responsive if the following requirements are met in accordance with this Request, in the order listed:

8.1 **Affidavit.** Each Bid must include a fully completed bid affidavit in the form attached hereto as **Exhibit "F"**. ("Affidavit")

8.2 **Affidavit Instructions.** Affidavits shall be completed in accordance with to the following instructions

8.2.1 Regarding the bid Affidavit:

8.2.1.1 The agent mentioned in the signature lines and in the notary on page 3 is the corporate officer or other insider who has authority to represent the entity that will make the bid. This person will sign legal documents on behalf of the entity that makes the Bid.

8.2.1.2 The agent mentioned in paragraph 9 is the hired outside real estate agent who is assisting the entity that submits the Bid, but will not sign the affidavit or other legal documents on behalf of the entity that submits the Bid.

8.2.1.3 At the auction, the city will treat either named agent as having authority to act for the entity that submits the Bid. So far as the city is concerned, either agent acting alone has authority to act for the entity that submits the Bid.

8.2.2 Regarding a Bid that lists the buyer as "ABC, Inc. or nominee":

8.2.2.1 Bids made in the name of "ABC, Inc. or nominee" shall not be accepted. However, the city will grant a limited right for each bidder (including backup bidders) to designate another person or entity to perform under the Bid and receive title to the property. The person designated must own, be owned by, or be under common ownership or control with the bidder. Bidders desiring to use that right shall submit a statement in this form to the city no later than November 13, 2015 at 10:00 a.m.

8.2.2.2 I represent ABC, Inc. with respect to its Bid submitted in response to the City of Scottsdale's Request for the DC Ranch Property. ABC, Inc., designates XYZ LLC to perform under the Bid and receive title to the property. [Date of designation.] [Signature by agent for the bidder.] [Signature by agent for the entity designated.]

8.3 **Bid Contents.** The content of each Bid shall be the dollar amount that the bidder Bids. The lowest amount that you may Bid is \$495,000 (the "Minimum Amount").

8.4 Bid Deposit. Each Bid must include a Bid deposit as follows:

8.4.1 The amount of the Bid deposit is \$5,000.

8.4.2 The deposit must be submitted in the form of a certified cashier's check payable to the City of Scottsdale issued by an FDIC insured institution with offices in Maricopa County AZ. Personal checks are not acceptable.

## **IX. CONTRACT AWARD**

9. Contract. If a contract is awarded, then it shall be awarded as follows:

9.1 Offers. Each Bid continues to be an irrevocable offer as follows:

9.1.1 Each Bid shall be effective until the earlier of:

9.1.1.1 City conveys the Property pursuant to this Request.

9.1.1.2 Ninety days after the auction.

9.1.2 The Bid deposit secures the bidder's timely, faithful and complete performance of all of the bidder's obligations related to this Request. Without limitation, City shall retain the Bid deposit of the successful bidder as liquidated damages if the bidder fails or refuses to purchase the Property or otherwise fails to comply with this Request.

9.1.3 City shall return Bid deposits provided by unsuccessful bidders no later than two (2) business days after the sealed Bids are opened. Return of a Bid deposit does not terminate a Bid. If it appears that a Bid has become successful after a Bid deposit is returned (e.g., due to default by the successful bidder), then the next highest bidder shall pay his Bid deposit to City again upon City's request.

9.2 Deed Delivery. The following shall apply at the time of deed delivery:

9.2.1 City intends to terminate any existing utility, trash removal, and similar contracts for the property at the time of sale.

9.3 Broker Participation. City welcomes licensed real estate brokers and agents (collectively "Agents") to participate as follows:

9.3.1 Bidders who choose to engage an Agent may choose to participate in the following process (the "Commission Payment Process"):

9.3.2 In the Affidavit the bidder shall:

9.3.2.1 Identify the Agent and provide contact information for the Agent.

9.3.2.2 Indicate an amount (the "**Buyer Commission**") that the bidder will pay to City in addition to, the Bid amount (the "Purchase Price") that the bidder bids. The amount of the Buyer's Commission shall be a flat fee or a percentage of the Bid amount.

9.3.3 The bidder shall pay the Buyer's Commission to City at the time the bidder pays to City the rest of the complete Purchase Price.

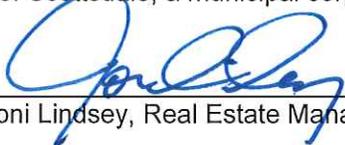
9.3.4 Within seven (7) days after City conveys the Property to the bidder, City shall deliver the Buyer's Commission to Agent.

9.3.5 The amount of the Buyer's Commission shall be subtracted from the amount bid for purposes of evaluating the competitive factors, sorting and ranking bids, and selecting and awarding the winning bid.

9.3.6 *City is offering the Commission Payment Process only as an accommodation to the bidder and Agent. City has no liability or responsibility for the Buyer's Commission.* City is not a party to or bound by any contract or other affairs between the bidder and Agent. City may elect to absolve itself from any and all liability or responsibility of every description related to the Buyer's Commission by forwarding the Buyer's Commission to a court or other neutral third party to be held until any questions about disposition of the Buyer's Commission are resolved. The bidder and Agent shall jointly indemnify, defend and hold harmless City against all damages, expenses, claims, litigation costs, attorney's fees and other costs or amounts arising from the Buyer's Commission or related to the Buyer's Commission or the Commission Payment Process.

9.3.7 Bidders are not required to engage an Agent. Bidders who choose to engage an Agent may choose to not participate in the Commission Payment Process.

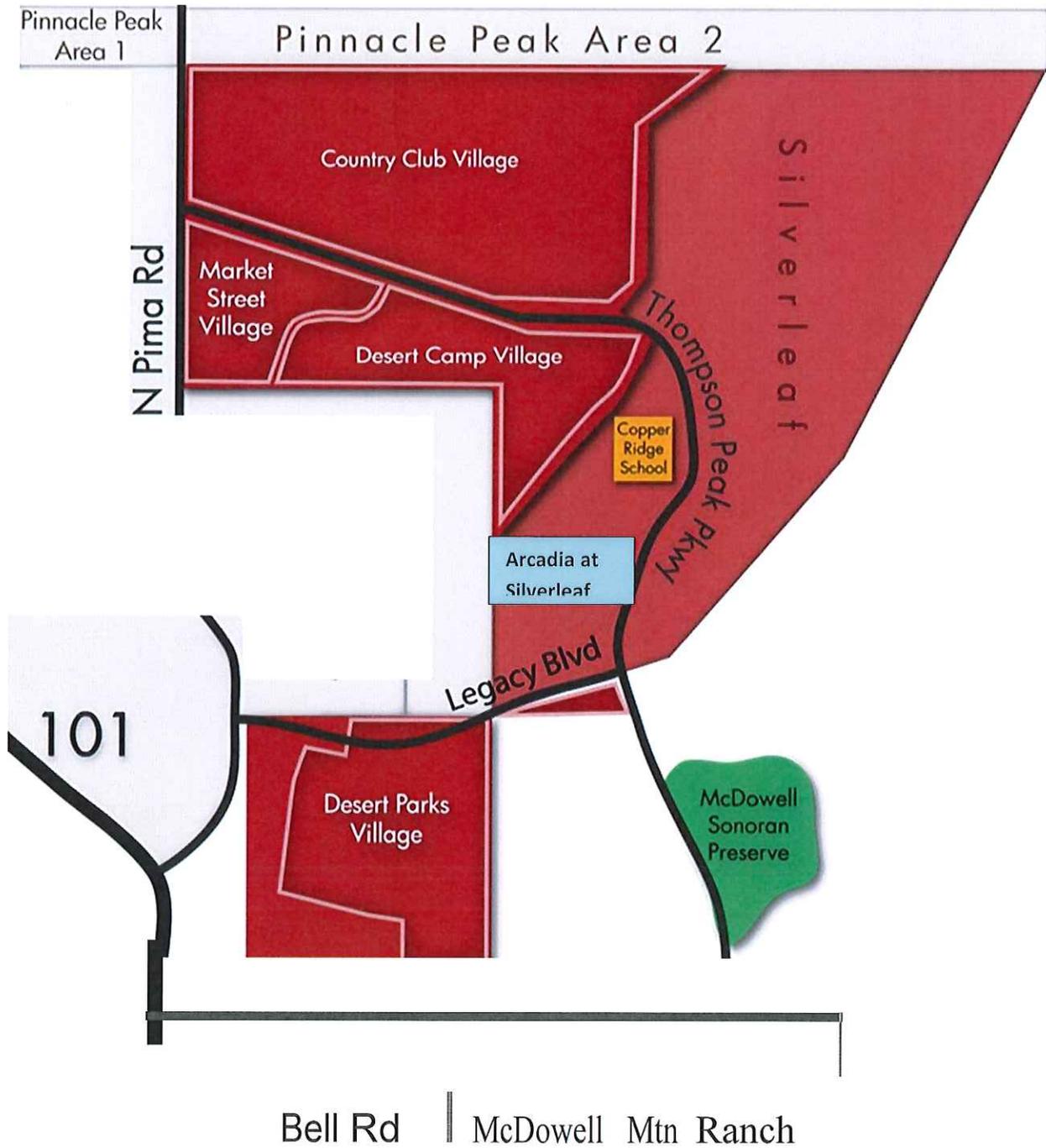
THIS REQUEST IS ISSUED BY:  
City of Scottsdale, a municipal corporation

By:   
Joni Lindsey, Real Estate Management Specialist

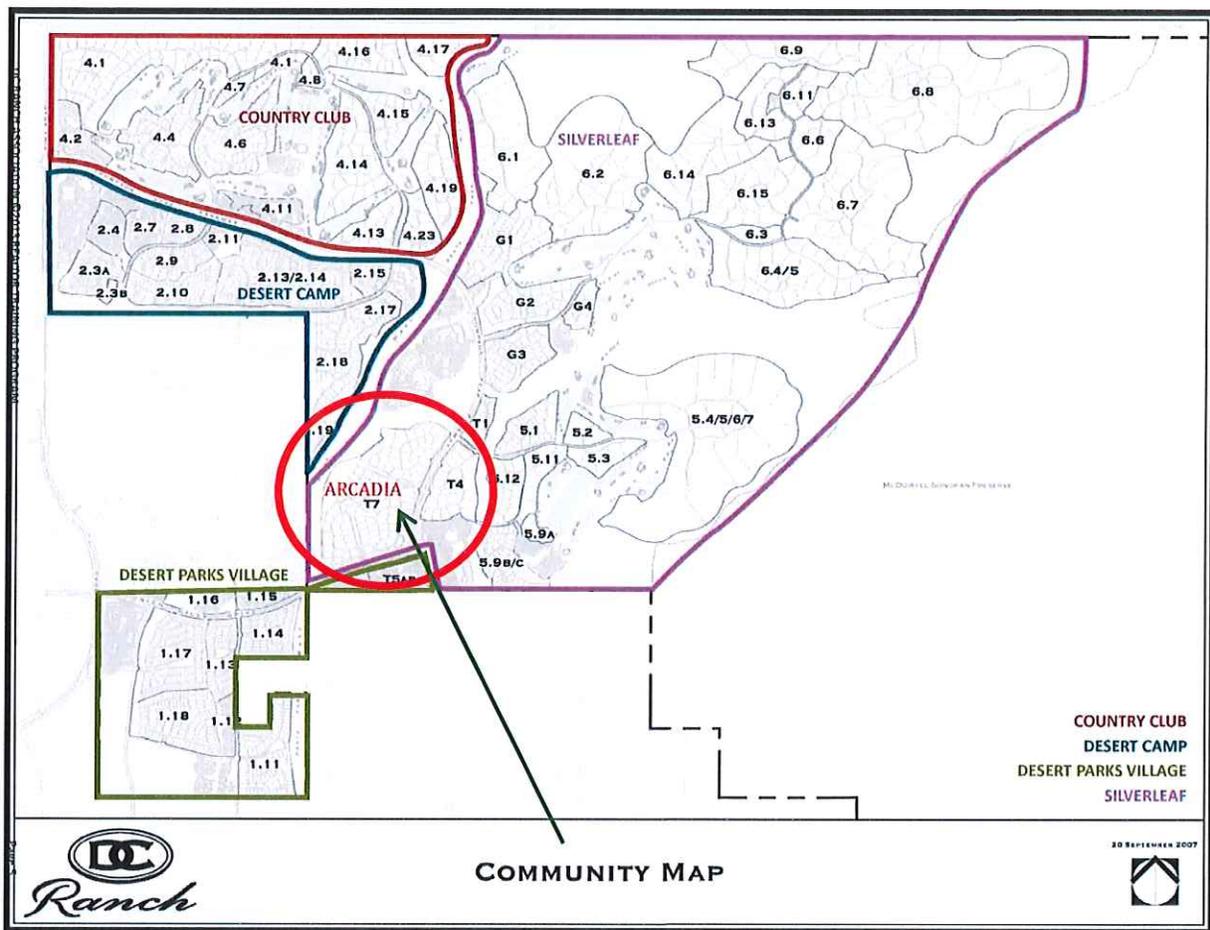
## Table of Exhibits

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	2.3.1	Property Graphics
B	2.4.3	FEMA Correspondence
C	2.5.1	Legal Description
D	2.5.2	Title Report
E	6.2.1	Special Warranty Deed
F	8.1	Bid Affidavit

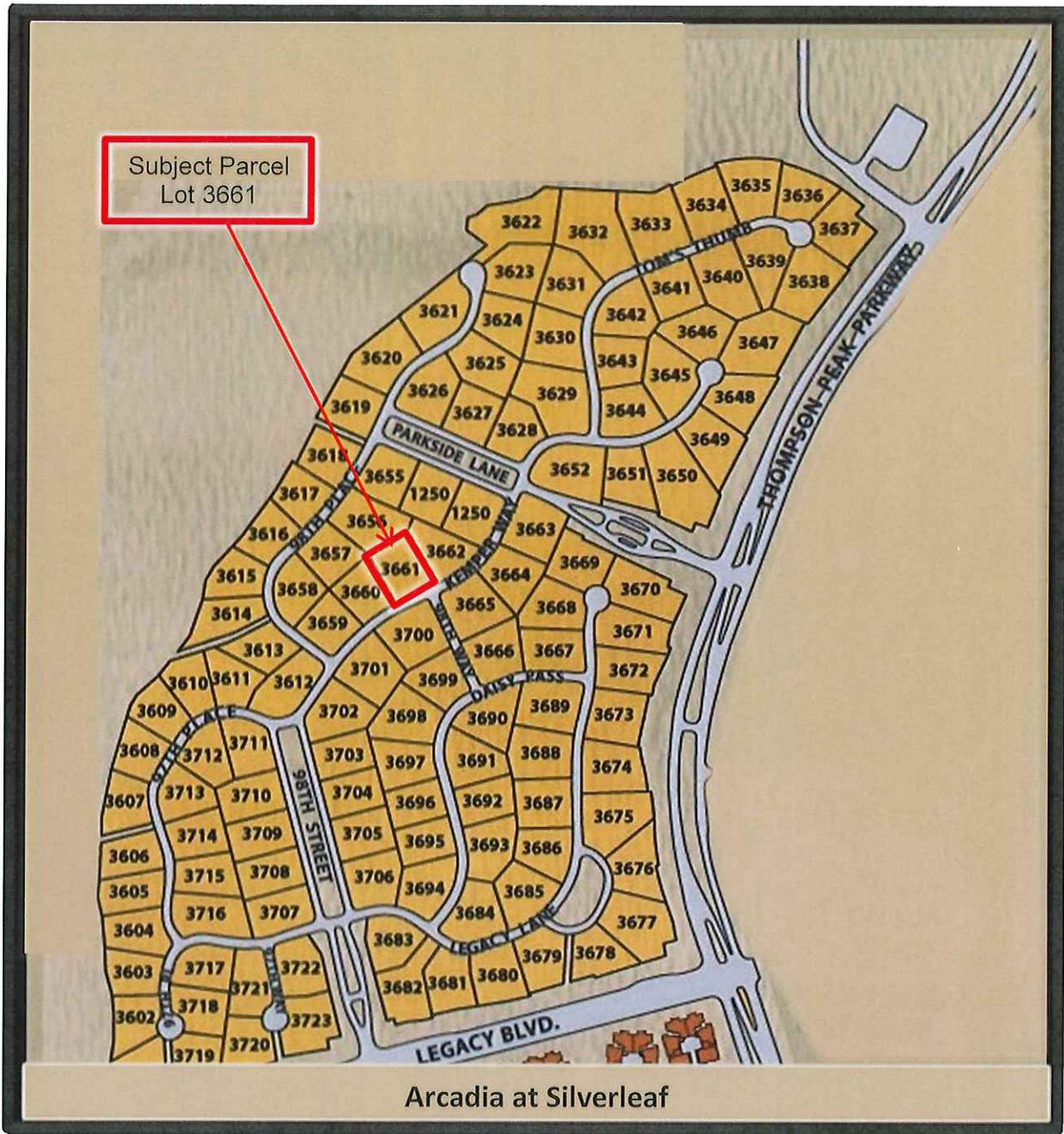
PROPERTY GRAPHICS



# PROPERTY GRAPHICS

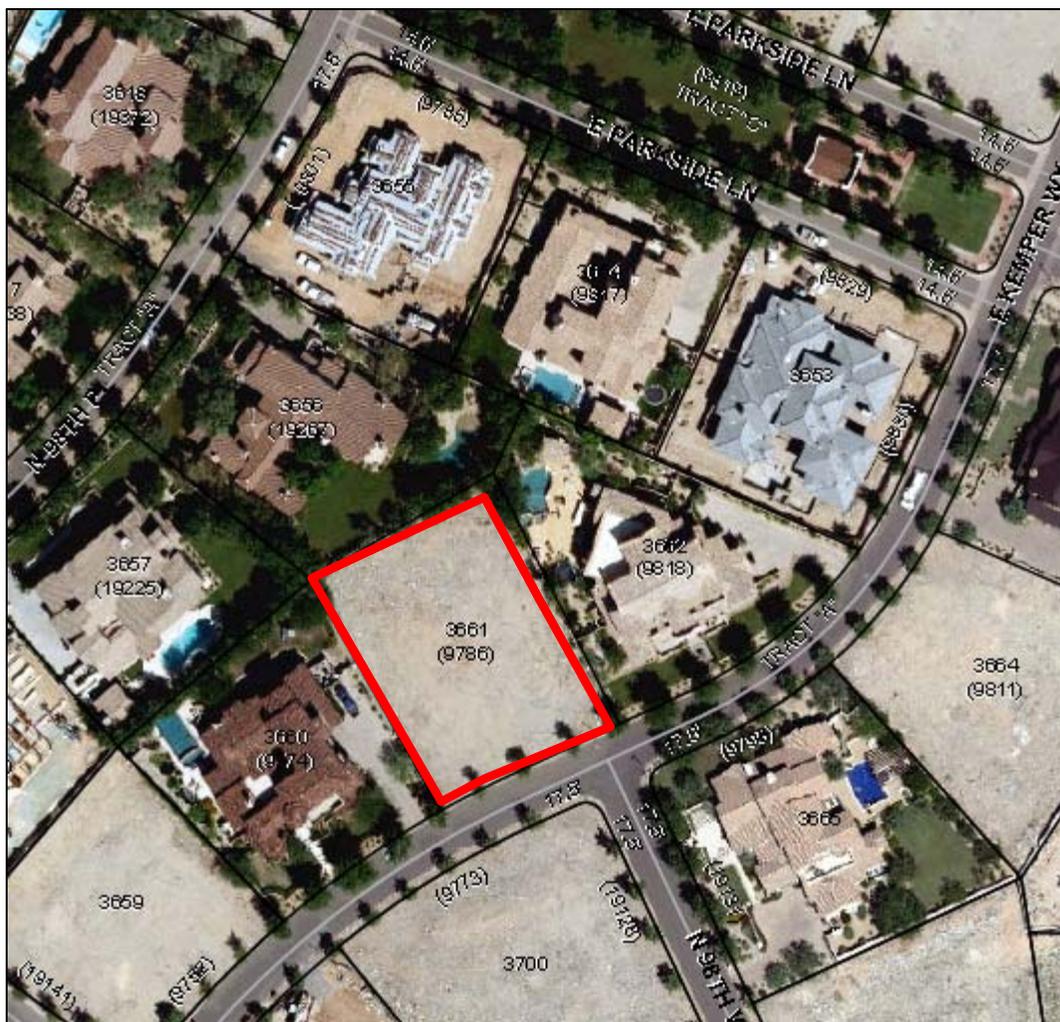


PROPERTY GRAPHICS



Arcadia at Silverleaf

# PROPERTY GRAPHICS



**FEMA CORRESPONDENCE**

**COVER PAGE**

**Exhibit "B" - FEMA**  
Request for Bid  
8 Pages



# Federal Emergency Management Agency

Washington, D.C. 20472

May 27, 2014

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

The Honorable W.J. Lane  
Mayor, City of Scottsdale  
City Hall  
3939 North Drinkwater Boulevard  
Scottsdale, AZ 85251

IN REPLY REFER TO:

Case No.: 13-09-2520P

Community Name: City of Scottsdale, AZ

Community No.: 045012

FIRM Panel Affected: 04013C1340L

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Dear Mayor Lane:

In a Letter of Map Revision (LOMR) dated January 2, 2014, you were notified of proposed flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Scottsdale, Maricopa County, AZ. These determinations were for Reata Pass Wash - from just upstream to approximately 6,200 feet upstream of East Union Hills Drive. The 90-day appeal period that was initiated on January 23, 2014, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Flood Hazard Determinations in *The Arizona Business Gazette* has elapsed.

FEMA received no valid requests for changes to the modified flood hazard information. Therefore, the modified flood hazard information for your community that became effective on May 23, 2014, remains valid and revises the FIRM and FIS report that were in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP. The modified flood hazard information will also be used to calculate the appropriate flood insurance premium rates for all new buildings and their contents and for the second layer of insurance on existing buildings and their contents.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please contact the Mitigation Division Director, FEMA Region IX, in Oakland, California, either by telephone at (510) 627-7100, or in writing at 1111 Broadway, Suite 1200, Oakland, California, 94607-4052.

If you have any questions regarding the LOMR, the proposed flood hazard determinations, or mapping issues in general, please call the FEMA Map Information eXchange, toll free, at (877) 336-2627 (877-FEMA MAP).

Sincerely,



Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

cc: Mr. Ashley C. Couch, P.E.  
Stormwater Manager  
City of Scottsdale

Mr. Richard Anderson, P.E.  
Senior Stormwater Engineer  
City of Scottsdale

Mr. Ashok Patel, P.E., R.L.S., CFM  
Wood, Patel and Associates, Inc.



# Federal Emergency Management Agency

Washington, D.C. 20472

January 2, 2014

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

The Honorable W.J. Lane  
Mayor, City of Scottsdale  
Scottsdale City Hall  
3939 North Drinkwater Boulevard  
Scottsdale, AZ 85251

IN REPLY REFER TO:

Case No.: 13-09-2520P  
Community Name: City of Scottsdale, AZ  
Community No.: 045012  
Effective Date of  
This Revision: **May 23, 2014**

Dear Mayor Lane:

The Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Oakland, California, at (510) 627-7175, or the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/business/nfip>.

Sincerely,

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document  
Annotated Flood Insurance Rate Map  
Annotated Flood Insurance Study Report

cc: Mr. Ashley C. Couch, P.E.  
Stormwater Manager  
City of Scottsdale

Mr. Richard Anderson, P.E.  
Senior Stormwater Engineer  
City of Scottsdale

Mr. Ashok Patel, P.E., R.L.S., CFM  
Wood, Patel and Associates, Inc.



**Federal Emergency Management Agency**  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT**

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Scottsdale Maricopa County Arizona  COMMUNITY NO.: 045012	CHANNELIZATION	ALLUVIAL FAN ANALYSIS HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS NEW TOPOGRAPHIC DATA
IDENTIFIER	Reata Pass Wash	APPROXIMATE LATITUDE & LONGITUDE: 33.647, -111.872 SOURCE: USGS QUADRANGLE      DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM*      NO.: 04013C1340L      DATE: October 16, 2013		NO REVISION TO THE FLOOD INSURANCE STUDY REPORT:	

Enclosures reflect changes to flooding sources affected by this revision.  
 \* FIRM - Flood Insurance Rate Map; \*\* FBFM - Flood Boundary and Floodway Map; \*\*\* FHBM - Flood Hazard Boundary Map

**FLOODING SOURCE(S) & REVISED REACH(ES)**

Reata Pass Wash - from just upstream to approximately 6,200 feet upstream of East Union Hills Drive

**SUMMARY OF REVISIONS**

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Reata Pass Wash	Depths	BFEs	YES	NONE
	Zone AO	Zone X (shaded)	NONE	YES
	Zone AO	Zone A	NONE	YES

\* BFEs - Base Flood Elevations

**DETERMINATION**

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
 Engineering Management Branch  
 Federal Insurance and Mitigation Administration

132942 PT202.BKR.13092520P.H20      102-I-A-C



Federal Emergency Management Agency  
Washington, D.C. 20472

LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic analysis. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

132942 PT202.BKR.13092520P.H20

102-I-A-C



Federal Emergency Management Agency  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)**

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Sally M. Ziolkowski  
Director, Mitigation Division  
Federal Emergency Management Agency, Region IX  
1111 Broadway Street, Suite 1200  
Oakland, CA 94607-4052  
(510) 627-7175

**STATUS OF THE COMMUNITY NFIP MAPS**

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

132942 PT202.BKR.13092520P.H20 102-I-A-C





## LEGAL DESCRIPTION

**Lot 3661, DC Ranch** Parcel T7, according to Book 724 of Maps, Page 48, and Affidavit of Amendment in Document No. 2005-0289325, records of Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent in Docket 304, Page 447.

**2015 TITLE REPORT**

**COVER PAGE**

**Exhibit "D"**  
Request for Bid  
20 Pages

**ALTA Commitment Form**  
**COMMITMENT FOR TITLE INSURANCE**  
**ISSUED BY**  
**STEWART TITLE GUARANTY COMPANY**

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

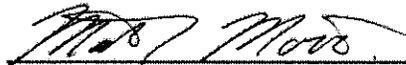
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

Stewart Title & Trust of Phoenix, Inc.  
244 W Osborn Road  
Phoenix, AZ 85013  
(602) 462-8000

  
Denise Carraux  
Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

As to ALTA 2006 Policy forms:

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 3661, of D C RANCH PARCEL T7, according to Book 724 of Maps, Page 48, and Affidavit of Amendment in Document No. 2005-0289325, records of Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent in Docket 304, Page 447.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B**

File No.: 05501-7816

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
2. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat of said subdivision, 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.
3. Liabilities and obligations imposed upon said land by reason of its inclusion within D C Ranch Association.
4. Liabilities and obligations imposed upon said land by reason of its inclusion within D C Ranch Community Council Inc..
5. Terms and conditions as contained in instrument entitled Dedication Easement and Maintenance Agreement, recorded in Doc. No. 2002-027821 and Clarification Agreement in Doc. No. 2002-0676222.
6. Terms and conditions as contained in instrument entitled Resolution, recorded in Doc. No. 2014-0370992.
7. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, 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 contained in instrument recorded in Doc. No. 96-0868789, rerecorded in Doc. No. 97-0298843 and Amended in Doc. No. 99-0673266.
8. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, 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 contained in instrument recorded in Doc. No. 99-0673267, Supplemental in Doc. No. 2005-0413369 and Policy for Leasing in Doc. No. 2014-0328186.
9. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, 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 contained in instrument recorded in Doc. No. 96-0673268, Amended in Doc. No. 2009-1152130 and revocable Assignment and Assumption in Doc. No. 2008-1000566.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B**

File No.: 05501-7816

**REQUIREMENTS**

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.  
(NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

**Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.**

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. RECORD Deed from City of Scottsdale to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

NOTE: 2014 Tax Parcel # 217-68-404 Exempt

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer

301 W. Jefferson

Phoenix, AZ 85003

Phone: (602) 506-8511

<http://treasurer.maricopa.gov/index.htm>

NOTE: There is located on said land a Single Family Residence located in a Planned Unit Development, commonly known as:

9786 East Kemper Way, Scottsdale, AZ 85255

24 MONTH CHAIN NOTE: The conveyances that recorded on the property that is subject of this escrow that have recorded within the last 24 months of the effective date hereof are as follows:

NONE

NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Stewart Title & Trust of Phoenix, Inc. via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

**THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE**

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B**

File No.: 05501-7816

**INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.**

## ADDENDUM TO COMMITMENT FOR TITLE INSURANCE

The policy or policies to be issued will contain exceptions to or exclusions from coverage as to the following matters unless the same are disposed of to the satisfaction of or by agreement with the Company.

### EXCEPTIONS TO STANDARD POLICIES AND ALTA OWNER'S 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, interest 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.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. 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.

### EXCLUSIONS FROM STANDARD POLICIES, ALTA OWNER'S POLICIES AND ALTA LOAN POLICIES EXCEPT 2006 POLICY FORMS

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of the violation of any of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction (vesting in the insured the estate or interest)(creating the interest of the mortgagee) insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(a) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a fraudulent conveyance or fraudulent transfer, or  
(b) the subordination of the insured mortgage (if applicable) as a result of the application of the doctrine of equitable subordination; or  
(c) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a preferential transfer except where the preferential transfer results from the failure:  
(i) to timely record the instrument of transfer, or  
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

In addition, as to an ALTA Loan Policy only:

5. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
6. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
7. Any statutory lien for services, labor or materials for the claim of priority of any statutory lien for services, labor or materials over

**EXHIBIT "D"**

**Request for Bid**

**Page 8 of 20**

the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 OWNER'S POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 5 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 LOAN POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-

business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

#### EXCLUSIONS FROM 2/3/10 ALTA HOMEOWNER'S POLICIES

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

#### **LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00	\$5,000.00

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**- STEWART TITLE, SP1, JGE** **MARICOPA, AZ**  
**05/14/2015 09:29AM LODN** **ORDER SEARCH RESULTS** **PAGE 1 OF 1**  
**ORDER: 05501-7816** **TOF:** **COMMENT:**

**SEARCH PARAMETERS**

**PARCEL:** **217-68-404** (PERMIT DATEDOWNS)

**PARCEL:** **217-68-404** **2**

	<b>INSTRUMENT</b>	<b>REC DATE</b>
<b>OWNER:</b> SCOTTSDALE CITY OF	2013 250209	03/19/2013
<b>SITUS:</b> 9786 E KEMPER WAY SC		
<b>MAIL:</b> 3939 CIVIC CENTER BLVD SCOTTSDALE, AZ 85251		
<b>PLAT:</b> 724 - 48 LOT 3661		
<b>LEGAL:</b> DC RANCH PARCEL T7 MCR 724-48		

**CURRENT TAXES** **INFORMATION THROUGH**  
05/01/2015

	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	31,900	0	0	6.7793	481404	28775 30001
SECONDARY	41,200	0	0	3.0322		
<b>2014 TOTAL TAX BILLED</b>				<b>0.00</b>		

2014	TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE
FIRST HALF	0.00	0.00	0.00		0.00
SECOND HALF	0.00	0.00	0.00		0.00
<b>TOTAL CURRENT TAXES DUE 05/15</b>			0.00		
			06/15		

*7 pdok*

*exempt TX 2015*

**BACK TAXES** **INFORMATION THROUGH**  
05/01/2015

**NO BACK TAXES**

NONE

**ASSESSMENTS**

**NO ASSESSMENTS**

**CONDITIONS, DISCLAIMERS AND EXCLUSIONS**

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

**END SEARCH**

**EXHIBIT "D"**  
**Request for Bid**  
**Page 12 of 20**







DATE	02-15-04
BY	W.P.
CHECKED	W.P.
DATE	02-15-04
BY	W.P.
CHECKED	W.P.
DATE	02-15-04
BY	W.P.
CHECKED	W.P.
DATE	02-15-04
BY	W.P.
CHECKED	W.P.
DATE	02-15-04
BY	W.P.

# DC RANCH SCOTTSDALE

DC RANCH PARCEL 17 FINAL PLAN

WOOD/PATEL  
Civil Engineer  
Land Surveyor  
Hydrologist  
Construction Manager  
REG. NO. 35-8580

DMB

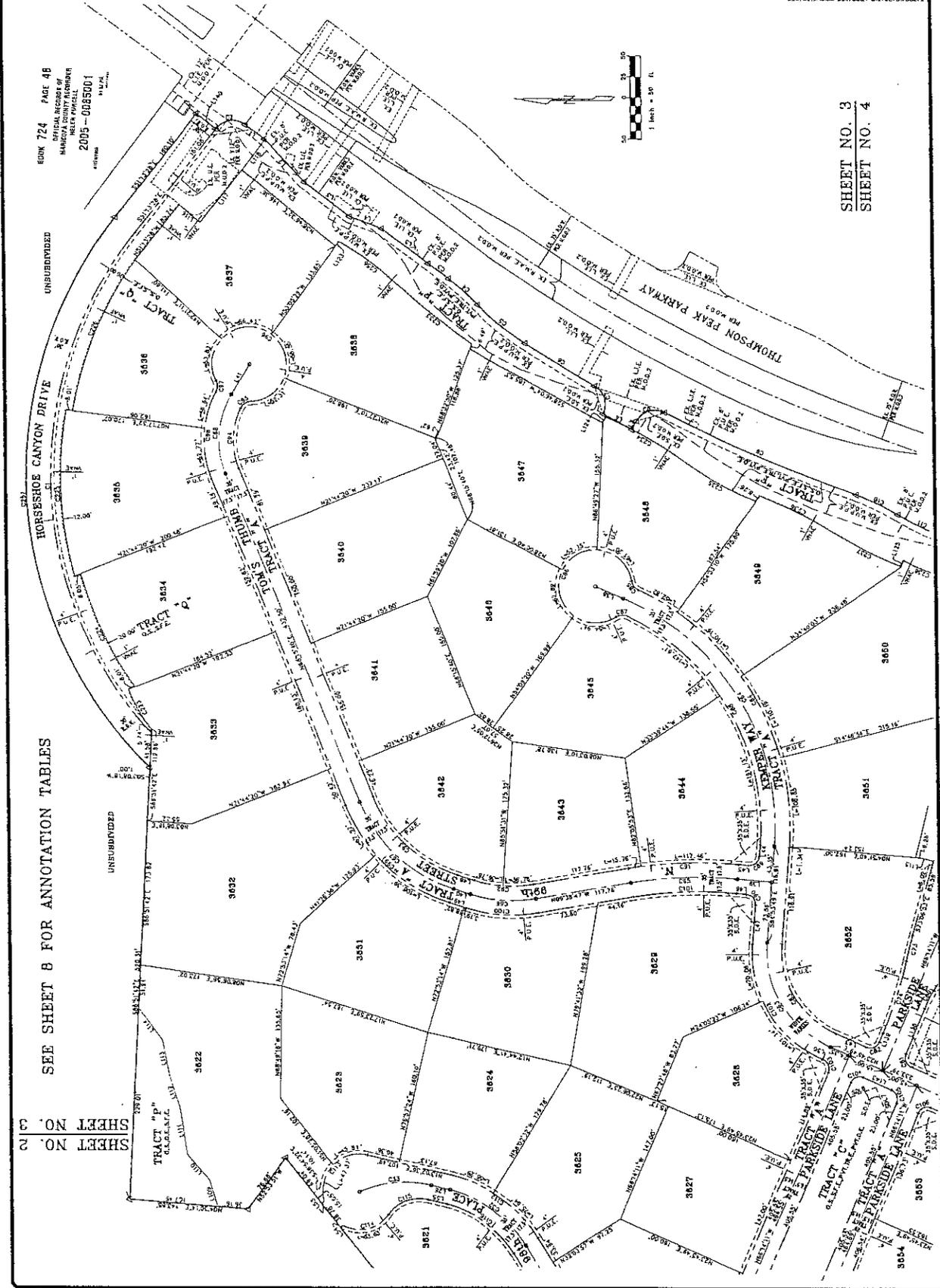
BOOK 724 PAGE 48  
OFFICIAL RECORD OF  
MARICOPA COUNTY RECORDS  
FILE NUMBER  
2003-0085001  
DATE  
11/14/03

SHEET NO. 3  
SHEET NO. 4



SEE SHEET B FOR ANNOTATION TABLES

SHEET NO. 3  
SHEET NO. 3













**FORM OF SPECIAL WARRANTY DEED**

WHEN RECORDED RETURN TO:  
(Martha West)  
CITY OF SCOTTSDALE  
7447 E. Indian School Road, Suite 205  
Scottsdale, AZ 85251

Exempt from Affidavit of Value  
under AR.S. § 11-1134(A)(3)  
(DC Ranch Parcel)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (the "Deed") Is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by City of Scottsdale, an Arizona municipal corporation ("Grantor") to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee") as follows:

1. Conveyance. Grantor hereby conveys to Grantee in fee title the real property described on **Exhibit "C"** attached hereto (the "Property").
2. Grantee Due Diligence. All title or interests conveyed by Grantor to Grantee shall be conveyed in an "as-is" condition, with no warranty, express or implied. Without limitation, Grantor makes no warranties as to past, existing or potential costs, needs, opportunities or challenges, obvious or latent, regarding any of the following (all of which together are the "Due Diligence Matters"): liens, encroachments, easements and all other title matters; zoning and building permits, clearances, status and other regulatory matters; physical, environmental, safety, contamination and other conditions; economic, physical or other developability or feasibility; construction, maintenance, repair, operation or other work; soil, geology, flooding, earthquake, fire or other hazards; prior, present or future uses or history of the Property or nearby property; taxes, assessments, common area charges or other burdens; insurance, warranties, contracts, plans or other contracts or documents; and all other faults or defects of any description about the Property or its environs, information about the Property or its environs. Grantee has inspected and investigated the Property and its environs and obtained such information and professional advice as Grantee determined to be necessary related to the Due Diligence Matters. Grantee has investigated and determined the suitability of the Property and the Due Diligence Matters for the Grantee's use for the Property. If the Due Diligence Matters are not in all respects entirely suitable for the use or uses to which any bidder now or hereafter plans or desires to put the Property, then it is Grantee's sole responsibility and obligation to take such action as may be necessary to place the Property in a condition entirely suitable for its development and use.
3. Existing Title Matters. As between Grantor and Grantee, Grantee assumes all leases, easements and other title matters, shall perform them all, and shall indemnify, defend and hold harmless Grantor from all claims of every description related to them.



**BID AFFIDAVIT**

(DC Ranch)

STATE OF ARIZONA

CITY OF SCOTTSDALE

As of I \_\_\_\_\_ 20\_\_\_\_, for himself or herself personally, and on behalf of \_\_\_\_\_, a \_\_\_\_\_(the "Bidder"), the person who signs this affidavit covenants, warrants, represents and certifies to the City of Scottsdale ("City") for its reliance all of the following with respect to the Request for Bids (the "Request"):

1. Bidder's contact information is:

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

2. Bidder has read and understands and agrees to be bound by all of the provisions of the Request.

3. Bidder fully complies with the Request and meets or exceeds the specifications contained in the Request.

4. Bidder has received the listed addenda to the Request and understands that they are part of the Request.

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_

5. Bidder has submitted all information requested by the Request and it is true, accurate, and complete.

6. Bidder has investigated and analyzed information about the Due Diligence Matters and formed its own opinion as to their effect on Bidder and the Property and its environs and has not relied on any information from City regarding the Due Diligence Matters.

7. If the bid is selected, Bidder covenants to immediately enter into the contract and commence to fully perform thereunder.

8. I am and will remain authorized to prepare and submit the bid for Bidder, make additional bids, change bids, execute for Bidder the contracts arising from and related to the Request, and otherwise represent Bidder in every way relating to the Request and any resulting contracts.

9. Bidder chooses to participate in the Commission Payment Process:

(Check one. Bidders who do not check one will not participate in the Commission Payment Process.)

No.

Yes. (If you check yes, then provide all of the following information. Bidders who do not provide all of the requested information will not participate in the Commission Payment Process.)

Agent's name and contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Amount of Buyer Commission. (Check one and fill in the blank for the one you check.)

Fixed amount of \$\_\_\_\_\_.

Percentage amount of \_\_\_\_\_% of purchase price bid.

10. The bid was made only in the interest of Bidder and not in the interest or behalf of any other person, partnership, company, association, corporation, organization, or entity. The bid is genuine and not a sham or collusive.

11. Neither Bidder nor any of Bidder's officers, partners, owners, shareholders, agents, representatives, employees, or parties in interest has in any way done any of the following:

