



First American Title Insurance Company

2398 East Camelback Road, Suite 1060 • Phoenix, Arizona 85016
(602) 957-0511 • Fax: (602) 957-4385

TELECOPY TRANSMISSION COVER SHEET

TO: John Bullington	FAX NO.:	735-5655
Mike Withey, Esq.		212-1787
Doug Chandler, Esq.		262-5747
Gene Harrson, GeoDimensions		952-9905

From: Rebecca Damian for Pamela Swoboda	Telecopy No. (602) 957-4385
No. Pages: <u>12</u>	(including this cover page)
Date: May 25, 1999	Time: <u>10:25 am</u>
Our File Ref.: <u>226-100-1059127</u>	Your Ref.: Amberjack Ltd. North & South Comm. Parcels

WE ARE TRANSMITTING FROM A CANON L700 OR L777 MACHINE. IF ALL PAGES ARE NOT RECEIVED, PLEASE CALL OUR OFFICE AT (602) 957-0511.

MESSAGE:

At the request of Gene Harrison, in regard to the above referenced property, attached please find the updated Commitment dated May 17, 1999.

Should you need anything further, please call. Thank you.

Use



First American Title Insurance Company

2398 East Camelback Road, Suite 1060 • Phoenix, Arizona 85016

(602) 957-0511 • Fax: (602) 957-4385

E-Mail: rdamian@firstam.com

TELECOPY TRANSMISSION COVER SHEET

TO: Tom Rief
City of Scottsdale

FAX NO.: 480-312-7088

From: Rebecca Damian for Pamela Swoboda	Telecopy No. (602) 957-4385
No. Pages: 4	(including cover page)
Date: February 8, 2000	Time: 10:50 am 4:15 pm
Our File Ref.: 226-100-1153766	Your Ref.: South Comm. Parcel Amberjack, Ltd. / Donahue Schriber

WE ARE TRANSMITTING FROM A CANON L700 OR L777 MACHINE. IF ALL PAGES ARE NOT RECEIVED, PLEASE CALL OUR OFFICE AT (602) 957-0511.

MESSAGE:

Per your request, in regard to the above referenced transaction, attached please find Docket 2024 Page 585. Please note this is the clearest copy we have in our file, but I have ordered another copy from our property research department in hopes that it may be a bit cleaner; we should have same this afternoon and will forward upon receipt.

Should you have questions or need anything further, please call.

COPY ATTACHED

RESTRICTIONS

as residential site, and no building or activity for the purpose of commerce or trade is permitted.

WARRANTY DEED

DKT 2024 PAGE 585

For the consideration of TEN DOLLARS, AND OTHER VALUABLE CONSIDERATIONS, we, JOSEPH C. LINCOLN and LESCHINKA LINCOLN, his wife, do hereby convey to D. K. TAYLOR and JOYCE H. TAYLOR, his wife, the following real property situated in the County of Maricopa, State of Arizona:

That part of the Northwest quarter of Section Fourteen (14), Township Five (5) North, Range Four (4) East of the Gila and Salt River Base and Meridian, described as follows: COMMENCING at the West quarter corner of said Section 14; thence East (assumed bearing) along the South line of said Northwest quarter of Section 14, a distance of 1990.75 feet to the true point of beginning; thence continuing East 633.00 feet; thence North 619.34 feet; thence West 633 feet; thence South 619.34 feet to the true point of beginning; TOGETHER with an easement for ingress and egress over the South 30 feet of the Northwest quarter of Section Fourteen (14), Township Five (5) North, Range Four (4) East of the Gila and Salt River Base and Meridian.

RESTRICTIONS

1. This land division shall be known as residential site, and no building or activity for the purpose of commerce or trade is permitted.
2. The following building restrictions shall apply:

No building shall be located within a continuous 60 foot line perimeter inside the property lines.

Where topography or location of the property lines make the above possible, the Architectural Control Board may permit a variation.

No building shall have a main roof line higher than 15 feet above the highest adjoining grade. This is not to prohibit towers, or other vertical elements that may occur.

No building, fence, wall or other structure shall be maintained until the...

ENDORSEMENT

Attached to POLICY NO. 200-000-1295525

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures against any damage or loss which the Insured may sustain by reason of any of the following matters:

1. Any loss or damage to or forced removal of any roadways or roadway improvements, fixtures or structures hereafter erected upon all or any portion of the land insured by this Policy by virtue of any matter of record or anything a physical inspection would reveal.
2. Any final order or judgment by a court of competent jurisdiction denying the right to maintain, or requiring the demolition or removal of, any roadways or roadway improvements, fixtures or structures from any portion of the land insured by this Policy.

The total liability of the Company under this policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations hereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: (date of recording)

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **OWNER'S PROFORMA**

Authorized Signature

**THIS ENDORSEMENT IS SUBJECT TO APPROVAL BY
FIRST AMERICAN TITLE**

FIRST AMERICAN TITLE INSURANCE COMPANY

**SECOND AMENDED
Commitment No. 200-000-1295525**

Source: Direct Title

REQUIREMENTS:

1. All of 1999 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$6,955.26 for the year 1999 under Assessor's Parcel No. 216-51-003A4.

(Covers More Property)

End of Requirements

SCHEDULE B

**SECOND AMENDED
Commitment No. 200-000-1295525**

PART TWO:

1. Taxes for the full year of 2000. (The first half is due October 1, 2000 and is delinquent November 1, 2000. The second half is due March 1, 2001 and is delinquent May 1, 2001.)
2. **DELETED INTENTIONALLY**
3. An easement for ingress and egress and incidental purposes, recorded November 1, 1956 as Docket 2024, Page 585.
4. An easement for utilities and incidental purposes, recorded July 19, 1979 as Docket 13776, Page 106.
5. **DELETED INTENTIONALLY**

End of Schedule B

EXHIBIT "A"

**SECOND AMENDED
NO. 200-000-1295525**

The South 50 feet of the West 1305 feet of the Northwest quarter of Section 14, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 50 feet thereof.

SCHEDULE A

**SECOND AMENDED
Commitment No. 200-000-1295525
Ref. No. Summit at Scottsdale**

Commitment Date: July 17, 2000 at 7:30 a.m.

Proposed Coverage: A.L.T.A. Standard Owner's (10-17-92)

1. **Owner Policy Amount:** \$500,000.00
Proposed Insured:

CITY OF SCOTTSDALE, ARIZONA

2. **Your interest in the land covered by this Policy will be fee.**

3. **Upon issuance of policy, title to the estate or interest in the land will be vested in:**

CITY OF SCOTTSDALE, ARIZONA

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

SEE EXHIBIT "A" ATTACHED HEREIN

FIRST AMERICAN TITLE INSURANCE COMPANY

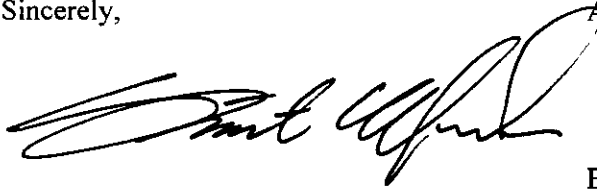
By: Joe Horowitz/bkw

602-685-7754

Ms. Donna Bronski
July 25, 2000

Page 1 of 2

Sincerely,



Stuart Morkun
Senior Development Manager

AGREED AND ACCEPTED:

By: _____
Its: _____
Date: _____

- cc: Tom Rief – City of Scottsdale
Kroy Ekblaw – City of Scottsdale
Peter Santin – Santin Poli Ball & Sims
John Grimes – Target Corporation
Jim Burns – Carson Messinger Elliot Laughlin & Ragan
Mark Whitfield – Donahue Schriber Realty Group
Dave Mudgett - Donahue Schriber Realty Group
Dominic Petrucci
Tom Alford
Summit / B4.1F
Summit / P-10 Empie

KOLL

DEVELOPMENT COMPANY

VIA HAND DELIVERY

July 25, 2000

Ms. Donna Bronski
City of Scottsdale
3939 Civic Center Blvd.
Scottsdale, AZ 85251

**Re: Title Insurance
The Summit at Scottsdale ("Project")**

Handwritten signature

Dear Ms. Bronski:

Pursuant to Stipulation 7 of the Roadway, Intersection, and Access Design of the Traffic Stipulation Requirements Circulation and Refuse section of the Development Review Board ("DRB") Approval for the above referenced Project, dated January 20, 2000, Owner had an option to provide Title Insurance in order to satisfy the following stipulation.

7. DRB approval is contingent on the following: 1.) The applicant/developer agrees to hold the City of Scottsdale harmless and agrees to defend and indemnify the City of Scottsdale in any litigation concerning access and/or the Empies' property interest; 2) The applicant/developer must provide one of the following to the City prior to construction of the road: a) Title insurance for the City of Scottsdale guaranteeing title in fee simple subject to such exceptions compatible with use as a public right-of-way as the City approves in writing; or b) consent of Empies; or c) court order resolving property rights; or d) soon other access for public uses as may be acceptable to City staff.

Attached is a Proforma Title Commitment # 200-000-1295525 dated July 17,2000, provided by First American Title Insurance Company for the benefit of the City of Scottsdale. Please indicate your approval that the attached Title Commitment satisfies the requirements of the Project's DRB stipulation so that we may obtain a final Title Commitment for the City and Owner may process its plans with the City for off-site improvements to Ashler Hills Road.

Thank you for your cooperation regarding this matter. As you are aware we have been dealing with this issue for sometime, therefore your prompt attention to this matter would be greatly appreciated. Should you care to discuss this matter please call me or my attorney Jim Burns (602/222-5519) at your earliest convenience.

bronski.title.insur

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

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY other side of this page
 COMMITMENT DATE Schedule A (inside)
 POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED Schedule A (inside)
 INTEREST IN THE LAND Schedule A (inside)
 DESCRIPTION OF THE LAND Schedule A (inside)
 EXCEPTIONS - PART ONE reverse side of this page
 EXCEPTIONS - PART TWO Schedule B (inside)
 REQUIREMENTS (Standard) reverse side of this page
 REQUIREMENTS (Continued) Requirements page (inside)
 CONDITIONS inside of back page of this cover

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

BY *Gary S. Ferrel* COUNTERSIGNED



YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment, contact:

First American Title Insurance Company
P.O. BOX 3916 • PHOENIX, ARIZONA 85030

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 exceptions 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 an 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.

SCHEDULE A

**FIRST AMENDED
Commitment No. 226-100-1237722**

Commitment Date: May 17, 1999 at 7:30 a.m.

Proposed Coverage: A.L.T.A. Extended Owner's (10-17-92)

1. Owner Policy Amount: \$ _____
Proposed Insured:

2. Your interest in the land covered by this Policy will be fee.

3. Upon issuance of policy fee title will be vested in:

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

SEE EXHIBIT "A" ATTACHED HEREIN

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Jeanne Odermann/bkw

256-3771

EXHIBIT "A"**FIRST AMENDED
NO. 226-100-1237722****PARCEL NO. 1:**

That portion of the Northwest quarter of Section 14, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Section 14, from which the West quarter corner of said Section bears South 00 degrees 01 minutes 33 seconds West, 2642.13 feet;

thence North 89 degrees 58 minutes 27 seconds East, along the North line of said Northwest quarter, 1305.00 feet;

thence South 00 degrees 01 minutes 33 seconds West, 1000.00 feet;

thence South 89 degrees 58 minutes 27 seconds West, 1305.00 feet;

thence North 00 degrees 01 minutes 33 seconds East, along the West line of said Section 14, 1000.00 feet to the POINT OF BEGINNING.

EXCEPT the West 50 feet thereof.

PARCEL NO. 2:

That portion of the Northwest quarter of Section 14, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the West quarter corner of said Section 14, said point being a found GLO brass cap in hand hole from which the Northwest corner of said section bears North 00 degrees 01 minutes 33 seconds East, 2642.13 feet;

thence North 00 degrees 01 minutes 33 seconds East, along the West line of said Northwest quarter, 1642.13 feet;

thence North 89 degrees 58 minutes 27 seconds East, 1305.00 feet;

thence South 00 degrees 01 minutes 33 seconds West, 1641.69 feet;

thence South 89 degrees 57 minutes 17 seconds West, along the South line of said Northwest quarter 1305.00 feet to the POINT OF BEGINNING.

EXCEPT the West 50 feet thereof as set forth in Deed recorded in Docket 1855, Page 98.

SCHEDULE B**FIRST AMENDED
Commitment No. 226-100-1237722****PART TWO:**

1. Taxes for the full year of 1999. (The first half is due October 1, 1999 and is delinquent November 1, 1999. The second half is due March 1, 2000 and is delinquent May 1, 2000.)
2. Any charge upon said land by reason of its inclusion in CAREFREE WATER DISTRICT. (All assessments which are due and payable have been paid.)
3. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.
4. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
5. An easement for ingress and egress and rights incident thereto as disclosed in instrument recorded November 1, 1956 in Docket 2024, Page 585.

(Affects Parcel No. 2)
6. An easement for highway and rights incident thereto as granted in instrument recorded June 11, 1968 in Docket 7132, Page 539.
7. An easement for underground electric line and rights incident thereto as set forth in instrument recorded October 26, 1968 in Docket 7326, Page 507.

(Affects Parcel No. 1)
8. An easement for ingress and egress and rights incident thereto as granted in instrument recorded December 22, 1971 in Docket 9137, Page 603.

(Affects Parcel No. 1)
9. An easement for electric line and rights incident thereto as granted in instrument recorded July 19, 1979 in Docket 13776, Page 106.

(Affects Parcel No. 2)

SCHEDULE B**FIRST AMENDED
Commitment No. 226-100-1237722**

10. Any rights, interest or claims which may exist or arise by reason of the following facts shown on a survey plat entitled AMBERJACK CAREFREE PROPOSED COMMERCIAL PARCEL, Job No. 94530, dated June 1, 1998; revised June 3, 1998 and last revised July 22, 1998, prepared by GENE C. HARRISON OF GEO DIMENSIONS:
- a) Various roads which run along and across East boundary.
- (Affects Parcel No. 2)
11. Any rights, interest or claims which may exist or arise by reason of the following facts shown on a survey plat entitled A.L.T.A./A.C.S.M. LAND TITLE SURVEY OF AMBERJACK CAREFREE PROPOSED NORTH COMMERCIAL PARCEL, Job No. 94530, dated March 18, 1999, prepared by GEO DIMENSIONS:
- a) Various dirt roads that appear to service other property.
- b) Encroachment of a chain link fence at the Southeasterly corner of said premises.
- (Affects Parcel No. 1)
12. 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 Requirement No. 11 set forth herein.

End of Schedule B

FIRST AMERICAN TITLE INSURANCE COMPANY

**FIRST AMENDED
Commitment No. 226-100-1237722**

ESCROW OFFICER:

Pam Swoboda
Camelback Commercial

2398 E. Camelback Ste. 1060
Phoenix, AZ 85016
(602) 957-0511 - Fax 957-4385

REQUIREMENTS:

1. All of 1998 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$7,103.58 for the year 1998 under Assessor's Parcel No. 216-51-003A4, School District No. 931400. (Covers More Property)

NOTE: Taxes are assessed in the total amount of \$49,333.88 for the year 1998 under Assessor's Parcel No. 216-51-002L4, School District No. 931400.

2. All of 1998 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$25,385.48 for the year 1998 under Assessor's Parcel No. 216-51-002E3, School District No. 931400. (Covers More Property)

NOTE: Taxes are assessed in the total amount of \$19,648.22 for the year 1998 under Assessor's Parcel No. 216-51-002J6, School District No. 931400. (Covers More Property)

NOTE: Taxes are assessed in the total amount of \$6,834.64 for the year 1998 under Assessor's Parcel No. 216-51-002K5, School District No. 931400. (Covers More Property)

3. Payment to the City of Scottsdale of all amounts due under various Notices of Reimbursement Agreements for Extension of Water and Sewer Services listed below:

Recorders No.: 89-493927; Original Amount: \$4,816.68; Parcel No.: 216-51-002J
Recorders No.: 89-493928; Original Amount: \$36,855.72; Parcel No.: 216-51-002L
Recorders No.: 89-493930; Original Amount: \$541.20; Parcel No.: 216-51-003A
Recorders No.: 89-493929; Original Amount: \$5,412.00; Parcel No.: 216-51-002K- Covers a portion of said premises and Covers More Property

4. Payment in full of all assessments, late charges, transfer fees, and any other amounts due CAREFREE WATER DISTRICT, as disclosed by Order recorded November 29, 1979 in Docket 14056, Page 1604.

REQUIREMENTS**FIRST AMENDED
Commitment No. 226-100-1237722**

5. Record Satisfaction of Judgment recorded May 10, 1993 in 93-0285718 of Official Records; said Judgment entered April 27, 1993 in Cause No. CV 92-02912, entitled THE COUNTY OF MARICOPA, STATE OF ARIZONA, Judgment Creditor -vs- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY AND CARLOS QUINTAS AND JANE DOE QUINTAS, MICHELLE QUINTAS AND JOHN DOE QUINTAS, Judgment Debtor, in the principal amount of \$324.00 with interest at the rate provided by law.
6. Record Satisfaction of Judgment recorded February 14, 1994 in 94-0123490 of Official Records; said Judgment entered January 27, 1994 in Cause No. CV 91-29014, entitled THE COUNTY OF MARICOPA, STATE OF ARIZONA, Judgment Creditor -vs- SHANNON PIBURN SALLAS AND STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, Judgment Debtor, in the principal amount of \$1,453.23 with interest at rate provided by law.
7. Record Satisfaction of Judgment recorded November 1, 1994 in 94-0783245 of Official Records; said Judgment entered October 11, 1994 in Cause No. CV 93-90136, entitled THE COUNTY OF MARICOPA, STATE OF ARIZONA, Judgment Creditor -vs- TEMPE SCHOOLS CREDIT UNION, CASUALTY UNDERWRITERS INSURANCE COMPANY AND STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, Judgment Debtor, in the principal amount of \$780.84 with interest at the rate provided by law.
8. Furnish Updated Plat of Survey of the subject property as disclosed in Item 12 of Schedule "B" by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as established in 1997. Said Plat of survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 6, 8, 10, 11, 14, 15 and 16 from Table A thereof.

NOTE: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b and 7c of Table A will also be required. If "parking" is to 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.

(NOTE: An updated survey is required to reflect change in legal description if a Survey Endorsement is requested.)

(Affects Parcel No. 2)

REQUIREMENTS**FIRST AMENDED
Commitment No. 226-100-1237722**

9. Furnish Final Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as established in 1997. Said Plat of survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 6, 8, 10, 11, 14, 15 and 16 from Table A thereof.

NOTE: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b and 7c of Table A will also be required. If "parking" is to 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.

(Affects Parcel No. 1)

10. Notify the borrower herein that no work is to be done or materials delivered to the premises prior to notice by this company that the Mortgage or Deed of Trust to be insured has been recorded.

No inspection is being made at this time. If work is commenced prior to close of escrow, without notice to the title department, delays in recording may occur. An inspection will be made on the date of recording.

11. 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.
12. Proper showing that AMBERJACK, LTD., an Arizona corporation has been duly incorporated under the laws of the State of Arizona and is now in good standing and authorized to transact business in said State.
13. Furnish a certified copy of a resolution by the Board of Directors of AMBERJACK, LTD., an Arizona corporation, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.

REQUIREMENTS**FIRST AMENDED
Commitment No. 226-100-1237722**

14. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
15. First American Title reserves the right to make additional Exceptions or Requirements after examination of the items submitted in satisfaction of Requirements listed above.
16. Record Warranty Deed from AMBERJACK, LTD., an Arizona corporation to BUYER.

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) Margins of at least one-half inch along the left and right sides, one-half inch across the bottom and at least two inches on top for recording and return address information.
 - (c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
17. Return to title department for final recheck before recording.

End of Requirements



First American Title Insurance Company

2398 East Camelback Road, Suite 1060 • Phoenix, Arizona 85016
(602) 957-0511 • Fax: (602) 957-4385

SETTLEMENT STATEMENT

PRE-AUDIT ONLY 08/25/1999 (2:36 PM) SUBJECT TO ADJUSTMENTS AT CLOSING

DATE: August 25, 1999 SETTLEMENT DATE:
 ESCROW OFFICER: PAMELA D. SWOBODA ESCROW NUMBER: 226-100-1246874
 SELLER: DONAHUE SCHRIBER REALTY GROUP, L.P., A DELAWARE LIMITED PARTNERSHIP
 BUYER: DAYTON HUDSON CORPORATION, A MINNESOTA CORPORATION
 PROPERTY: 18.19 ACRES, TARGET STORE (PROPOSED)
 SCOTTSDALE RD. & LONE MOUNTAIN

	SELLER		BUYER	
	CHARGES	CREDITS	CHARGES	CREDITS
SALES PRICE		6,300,000.00	6,300,000.00	
DEPOSITED RELEASED TO FATCO 226-100-1153766	193,845.00			193,845.00
<u>ADJUSTMENTS</u>				
COUNTY TAXES FROM 01/01/1999 TO 08/26/1999	9,975.03			9,975.03
<u>DISBURSEMENTS/CHARGES</u>				
FIRST AMERICAN TITLE				
ESCROW FEE	1,463.50		1,463.50	
TITLE INSURANCE	3,709.50		5,110.30	
VARIOUS ENDORSEMENTS			984.00	
FED EX / DELIVERIES	50.00		50.00	
SAVINGS SET-UP FEE			25.00	
RECORDING FEES	100.00		100.00	
NET PROCEEDS DUE SELLER		6,300,000.00	6,307,732.80	203,820.03
FUNDS DUE FROM BUYER	6,090,856.97			6,103,912.77
TOTALS:	6,300,000.00	6,300,000.00	6,307,732.80	6,307,732.80

MISCELLANEOUS NOTES:

THIS IS A PRE-AUDIT BASED ON A 8/26/99 CLOSING. R.E. TAXES WERE PRORATED ON AN ESTIMATED SPLIT OF \$15,362.39. IF ACCEPTABLE, PLEASE SIGN AND FAX BACK.

"SELLER"

DONAHUE SCHRIBER REALTY GROUP,
L.P., a Delaware limited partnership

BY: DONAHUE SCHRIBER REALTY
GROUP, INC., a Maryland
corporation, general partner

"BUYER"

DAYTON HUDSON CORPORATION, a
Minnesota corporation

BY: _____

ITS: _____

118 DR. 99

RY:

INFORMATION

1153766
South
49.19Ac

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, *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

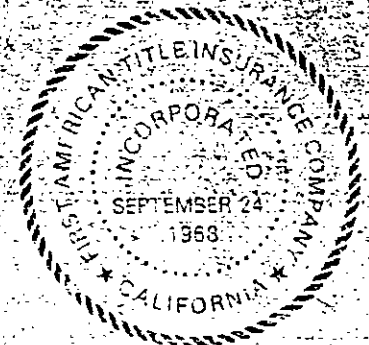
TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	other side of this page
COMMITMENT DATE	Schedule A (inside)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	Schedule A (inside)
INTEREST IN THE LAND	Schedule A (inside)
DESCRIPTION OF THE LAND	Schedule A (inside)
EXCEPTIONS - PART ONE	reverse side of this page
EXCEPTIONS - PART TWO	Schedule B (inside)
REQUIREMENTS (Standard)	reverse side of this page
REQUIREMENTS (Continued)	Requirements page (inside)
CONDITIONS	inside of back page of this cover

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

BY *Gary S. Kowalski* COUNTERSIGNED



YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company

AMBERJACK - PSA / TITLE REPORT

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 exceptions 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 an 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)

SCHEDULE A

FOURTH AMENDED
Commitment No. 226-100-1153766

Commitment Date: February 17, 1999 at 7:30 a.m.

Proposed Coverage: A.L.T.A. Extended Owner's (10-17-92)/
A.L.T.A. Extended Lender's (10-17-92)

1. Policy (or Policies) to be issued:

(a) Owner Policy Amount: \$ _____
Proposed Insured:

(b) Loan Policy Amount: \$ _____
Proposed Insured:

2. The estate or interest in the land upon issuance of the Policy shall be fee.

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

4. The proposed mortgage and assignments thereof, if any, are described as follows:

A Deed of Trust given to secure an indebtedness in the original principal amount of \$ _____,
dated _____, recorded _____, in _____ of Official Records.

TRUSTOR: _____

TRUSTEE: _____

BENEFICIARY: _____

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

SEE EXHIBIT "A" ATTACHED HEREIN

FIRST AMERICAN TITLE INSURANCE COMPANY

ESCROW OFFICER:
Pam Swoboda
(602) 957-0511

By: Shawn A. Elpel/bkw

256-4915

EXHIBIT "A"

**FOURTH AMENDED
NO. 226-100-1153766**

That portion of the Northwest quarter of Section 14, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the West quarter corner of said Section 14, said point being a found GLO brass cap in hand hole from which the Northwest corner of said section bears North 00 degrees 01 minutes 33 seconds East, 2642.13 feet;

thence North 00 degrees 01 minutes 33 seconds East, along the West line of said Northwest quarter, 1642.13 feet;

thence North 89 degrees 58 minutes 27 seconds East, 1305.00 feet;

thence South 00 degrees 01 minutes 33 seconds West, 1641.69 feet;

thence South 89 degrees 57 minutes 17 seconds West, along the South line of said Northwest quarter 1305.00 feet to the POINT OF BEGINNING.

EXCEPT the West 50 feet thereof as set forth in Deed recorded in Docket 1855, Page 98.

SCHEDULE B

**FOURTH AMENDED
Commitment No. 226-100-1153766**

PART TWO:

1. **DELETED INTENTIONALLY**

2. **DELETED INTENTIONALLY**

3. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

4. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.

5. An easement for ingress and egress and rights incident thereto as disclosed in instrument recorded November 1, 1956 in Docket 2024, Page 585.

6. An easement for highway and rights incident thereto as granted in instrument recorded June 11, 1968 in Docket 7132, Page 539.

7. **DELETED INTENTIONALLY**

8. **DELETED INTENTIONALLY**

9. An easement for electric line and rights incident thereto as granted in instrument recorded July 19, 1979 in Docket 13776, Page 106.

10. **DELETED INTENTIONALLY**

11. **DELETED INTENTIONALLY**

SCHEDULE B

**FOURTH AMENDED
Commitment No. 226-100-1153766**

12. Any rights, interest or claims which may exist or arise by reason of the following facts shown on a survey plat entitled AMBERJACK CAREFREE PROPOSED COMMERCIAL PARCEL, Job No. 94530, dated June 1, 1998; revised June 3, 1998 and last revised July 22, 1998, prepared by GENE C. HARRISON OF GEO DIMENSIONS: —
- a) DELETED INTENTIONALLY
 - b) DELETED INTENTIONALLY
 - c) DELETED INTENTIONALLY
 - d) DELETED INTENTIONALLY
 - e) DELETED INTENTIONALLY
 - f) Various roads which run along and across East boundary.
13. DELETED INTENTIONALLY
14. Taxes for the full year of 1999. (The first half is due October 1, 1999 and is delinquent November 1, 1999. The second half is due March 1, 2000 and is delinquent May 1, 2000.)

End of Schedule B

FIRST AMERICAN TITLE INSURANCE COMPANY

FOURTH AMENDED
Commitment No. 226-100-1153766

ESCROW OFFICER:

Pam Swoboda
Camelback Commercial

2398 E. Camelback Ste. 1060
Phoenix, AZ 85016
(602) 957-0511 - Fax 957-4385

REQUIREMENTS:

1. All of 1998 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$19,648.22 for the year 1998 under Assessor's Parcel No. 216-51-002J6, School District No. 931400.
(Affects a portion of property under search and other property)

2. Pay second half of 1998 taxes.

NOTE: Taxes are assessed in the total amount of \$49,333.88 for the year 1998 under Assessor's Parcel No. 216-51-002L4, School District No. 931400.

NOTE: Taxes are assessed in the total amount of \$7,103.58 for the year 1998 under Assessor's Parcel No. 216-51-003A4, School District No. 931400. (Covers More Property)

3. Payment to the City of Scottsdale of all amounts due under various Notices of Reimbursement Agreements for Extension of Water and Sewer Services listed below:

Recorders No.: 89-493927; Original Amount: \$4,816.68; Parcel No.: 216-51-002J
Recorders No.: 89-493928; Original Amount: \$36,855.72; Parcel No.: 216-51-002L
Recorders No.: 89-493930; Original Amount: \$541.20; Parcel No.: 216-51-003A

4. Furnish the names of parties to be insured herein and disposition of any matters as set forth thereby.
5. 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.

REQUIREMENTS

FOURTH AMENDED Commitment No. 226-100-1153766

6. Furnish Updated Plat of Survey of the subject property as disclosed in Item 12 of Schedule "B" by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as established in 1997. Said Plat of survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 6, 8, 10, 11, 14, 15 and 16 from Table A thereof.

NOTE: If an ALTA 3.1 Zoning Endorsement is requested. Items 7a, 7b and 7c of Table A will also be required. If "parking" is to 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.

(NOTE: An updated survey is required to reflect change in legal description if a Survey Endorsement is requested.)

7. Furnish exact legal description of property to be conveyed herein.

Such further requirements as may be necessary after completion of the above.

(REQUIREMENT SATISFIED)

8. NOTE: Resolution on file in this office authorizes the following to execute any necessary instruments on behalf of AMBERJACK LTD.:

The President, Treasurer or a V.P. in conjunction with a V.P., the Secretary or an Assistant Secretary

9. Note change in description of the within described property. Have same approved by all parties to this transaction.

NOTE: Modified description dated February 12, 1999 to exclude portion deeded in Docket 1855, Page 98

10. Record Warranty Deed from AMBERJACK LTD., an Arizona corporation to BUYER(S).

REQUIREMENTS

FOURTH AMENDED
Commitment No. 226-100-1153766

11. Record Deed of Trust shown as Item 4, Schedule A.

NOTE: If FIRST AMERICAN TITLE is named as Trustee under the Deed of Trust, the correct name and address is:

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation
P.O. Box 3915
Phoenix, AZ 85030

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) Margins of at least one-half inch along the left and right sides, one-half inch across the bottom and at least two inches on top for recording and return address information.
 - (c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
12. Such further requirements as may be necessary after completion of the above.
13. Return to title department for final recheck before recording.

End of Requirements

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.

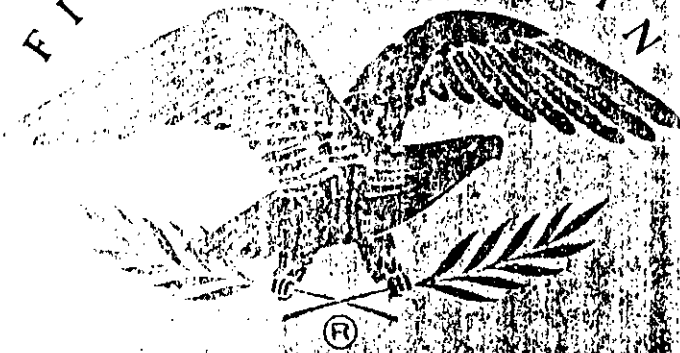
We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

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.

COMMITMENT FOR TITLE INSURANCE

FIRST AMERICAN



First American Title Insurance Company

PHOENIX

ARIZONA

SCHEDULE B DOCUMENTS

Prepared By

FIRST AMERICAN TITLE INSURANCE COMPANY

For

Commitment / Escrow Number 1153766





FIRST AMERICAN TITLE

Dedicated to Serving

the Real Estate Community

for over 100 years!

WARRANTY DEED

ONT 21124 40385

For the consideration of TEN DOLLARS, AND OTHER VALUABLE CONSIDERATIONS, we, ROBERT C. LINCOLN and LUCILLEA LINCOLN, his wife, do hereby convey to D. K. TAYLOR and JUICE R. TAYLOR, his wife, the following real property situated in the County of Maricopa, State of Arizona:

That part of the Northwest quarter of Section Fourteen (14), Township Five (5) North, Range Four (4) East of the Gila and Salt River Base and Meridian, described as follows: COMMENCED at the West Quarter corner of said Section 14; thence East (assumed bearing) along the South line of said Northwest quarter of Section 14, a distance of 1990.75 feet to the true point of beginning; thence continuing East 633.00 feet; thence North 619.34 feet; thence West 633 feet; thence South 619.34 feet to the true point of beginning; TOGETHER with an easement for ingress and egress over the South 30 feet of the Northwest quarter of Section Fourteen (14), Township Five (5) North, Range Four (4) East of the Gila and Salt River Base and Meridian.

RESTRICTIONS

- This land division shall be known as residential site, and no building or activity for the purpose of commerce or trade is permitted.
- The following building restrictions shall apply:
 - No building shall be located within a continuous 60 foot line perimeter inside the property lines.
 - Where topography or location of the property lines make the above questionable, the Architectural Control Board may permit a variation.
 - No building shall have a main roof line higher than 15 feet above the highest adjoining grade. This is not to prohibit light spires, spacial towers, or other vertical elements that may occur.
 - No building, fence, wall, or other structure shall be commenced, erected or maintained until the plans and specifications, showing the nature, kind, height, shape, materials, colors and locations along with the complete grading plans have been submitted to the Architectural Control Board and approved, with said plans so marked. The Board shall have the right to reject any such plans, specifications or grading plans, etc., which are not desirable in its opinion, for aesthetic reasons as well as others, and shall have the right to take into consideration the suitability of the materials of which the building is to be built to the site, the harmony thereof with the natural surroundings, and the effect of the building from the adjacent property. All subsequent additions to or changes in any building, fence, wall, or other structure, including color shall be subject to the approval of the Architectural Control Board.
 - No shrub, tree, cactus or other vegetation shall be taken from its natural location; nor shall any grading, scraping, digging or any other earth disturbing be commenced until the total of such has been approved in exact terms by the Board.
- Only one driveway is permitted on this site, and said drive shall in no way serve other than to connect the car park area with the road along the property line. Driveway shall follow the natural land forms.
- There shall be no exposed power, telephone, or other lines for any purpose above the ground with the property lines on any site. All utility lines shall include within their burial or protection covering a service line underground in proper accordance with the Service Company point of departure with the utilities concerned, including the utility

- 5. There shall be no exposed:
 - lumber, pipes, wood piles or stored goods.
 - Pumps, pipes or water tanks or associated (tanks).
 - Air conditioning equipment of any kind or purpose.
 - Woodworking, metalworking or other equipment.
 - Inclinator or other associated refuse.
 - Trash piles, cartons or any kind of box.
 - Fuel gas containers, kinds, or associated items.
 As here used, "Exposed" means visible to any degree from any angle viewed by a person of normal stature while standing on the adjoining ground. Planting is not considered sufficient screening.
- 6. No poultry, dogs, skins, horses or mules shall be kept on any of the sites.
- 7. No temporary sheds, trailer, tent, or out building shall be placed or stored on the lots without specific permission of the Architectural Board.
- 8. No advertising signs, billboards, unsightly objects or emblems shall be erected, placed or permitted to remain on this lot. For Sale or For Rent signs must be approved by the Architectural Board.
- 9. All rubbish, trash or garbage shall be removed from sites so as to prevent accumulation and shall not be burned except by use of incinerators and only then between the hours of six and nine a.m.
- 10. No disturbed earth of any nature is to remain uncovered for more than 30 days after disturbance. Disturbance here includes mowdown, bulldozing, trenching or driven over earth.

Covering here consists of:

- Stone or masonry walls.
- Transplanted vegetation not over 24" apart each way without natural stones, etc., mixed to resemble as an integral part of the adjoining land. The earth in between planted vegetation is to be raked until matching adjoining earth.
- Concrete or stone terraces.
- Lawns.
- Swimming.
- 11. Asphaltic paving of color to match or tint of natural surrounding land color.
- 12. This property shall not be re-divided or conveyed or encumbered in less than the full original dimensions.
- 13. "Architectural Board" to be composed of Joseph C. Lincoln and D.K. Taylor.
- 14. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all the parties and all persons claiming under them until January 1, 1961, A.D.; after which time they shall be automatically extended for a period of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to change the said in whole or in part.
- 15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violation or to recover damages or both.
- 16. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DK 202-387

1976 and all subsequent taxes, with the Grantee herein advised and
agreed to pay; and the effect of that certain Order No. 230, dated July 26, 1968,
rec. August 13, 1968, in Booklet 277, page 405, records of Maricopa County, Arizona,
by the Arizona Game and Fish Commission, establishing the Paradise Valley Game
Refuge.

And he do warrant title against all persons whatsoever, subject to the matters
above set forth.

DATED this 24th day of July, 1968.

Joseph C. Lincoln
Joseph C. Lincoln
Leahinda Lincoln
Leahinda Lincoln, his wife

STATE OF ARIZONA }
County of Maricopa } ss.

This instrument was acknowledged before me, this 31st day of October
1968, by JOSEPH C. LINCOLN and LEAHINDA LINCOLN, his wife.

Arthur H. ...
Arthur H. ...

My commission will expire: 11/29/71



RECORDED
INDEXED
MARICOPA COUNTY ARIZONA
1968 OCT 31

7132 539

STATE OF ARIZONA I herby certify that the within instrument was filed and recorded
County of Maricopa

IN DOCKET & FILED 7132 Pa. 539 and indexed in
MARICOPA CO. LD. OF SUPERVISORS

Fee No.
97354

When recorded, return to:
Maricopa County Board of Supervisors

Witness: my hand and official seal.
CLIFFORD H. WARD
County Recorder
By *E. S. Adair*
Deputy Recorder

31-DEED
Compared
Photostated
Fee: 1.00

EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. DD 3733 216-51-2A & Pt. 2B R/W 2 8-68

SOUTHWESTERN RESEARCH AND GENERAL INVESTMENT COMPANY, an Arizona corporation

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, over, under, and across the amount embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Fifty-five(55) feet of the West 105 feet of the North One-half(N $\frac{1}{2}$) of Section Fourteen(14), Township Five(5) North, Range Four(4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

RECORDED
5/11/68
578

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context require.

Dated this 27th day of May 1968
STATE OF ARIZONA
County of Maricopa

SOUTHWESTERN RESEARCH AND GENERAL INVESTMENT COMPANY, an Arizona corporation

By: *A. S. Adair* (Seal)

Before me, *John H. ...* Notary Public in and for said County,
State of Arizona, on this 27th day of May 1968, personally appeared *John H. ...*

known to me to be the person whose name is subscribed to the foregoing instrument as *John H. ...*
of the Corporation described in the foregoing instrument, and as such *John H. ...*
acknowledged to me that *John H. ...* executed the same for said Corporation for the purpose and consideration therein expressed, as in free act and deed and by each of them voluntarily executed.

Given under my hand and seal of office, this *27* day of *May*, A.D. 19*68*
Notary Public

My Commission Expires March 11, 1970

NY 14 JK 4L
2248-3208
M1

GR 7325 - PAGE 507
UTILITY EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, we
SOUTHWESTERN RESEARCH AND GENERAL INVESTMENT COMPANY
(hereinafter called "Grantor") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (herein-
after called "Company"), its successors and assigns, an easement 4 feet in width, to construct, operate
and maintain underground electric lines and appurtenant facilities upon, across, over, and under the surface
of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Maricopa
County, Arizona, and are described as follows:

The Northwest Quarter of the Northwest Quarter of section 14 Township 5 North,
Range 4 East of the Gila and Salt River Base and Meridian.

Except, the West 205 feet and the North 300 feet.

The center line of said easement being described as follows:

BEGINNING at a point on the West property line approximately 2 feet South of the
North property line; thence Easterly on a line parallel to and approximately 2
feet South of the said North property line for a distance of approximately 120
feet.

182157 06-MISC.

I do hereby certify that the within named instrument is a record document of Arizona Public Service Co
OCT 28 68 - MISC Docment 1302 PAGE 507 Records of Maricopa County, Arizona
WITNESS my hand and official seal the day and year first above
CLIFFORD M. WARD, Maricopa County Recorder, by [Signature]

Box 21666 - R4
85036

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities
from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove
any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the
operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal
operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires,
fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or
drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within
the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall
have the right to construct and erect fences within the limits of said easement in a manner which will not unreason-
ably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises
and all property that may at any time be thereon.

Dated: Oct. 8, 1968

WITNESS

Southwestern Research and
General Investment Company

[Signature] President

[Signature] Asst. Sec'y

STATE OF Arizona

County of Maricopa

This instrument was acknowledged before me this 8th day of October, 1968.

by F. M. McCown, President, and Tom Clark, Jr., Assistant Secretary of

Southwestern Research and General Investment Company

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires
March 13, 1972

[Signature]
Notary Public

NW 14
T5N R4E
9-5833 NG

DKT 1377670105

261875

MAIL TO:

MARY AGNES KNITTEL
ARIZONA PUBLIC SERVICE CO.
P. O. BOX 21666, STA. 3172
PHOENIX, ARIZONA 85036

EASEMENT (ES) UTILITY EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged
HART W. EMPFE and ARLKNE S. EMPFE, husband and wife

Grantor do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement, 61' (6') feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Maricopa County, Arizona, and are described as follows:

That part of the Northwest quarter of Section fourteen (14), Township Five (5) North, Range Four (4) East of the Gila and Salt River Base and Meridian, described as follows:

COMMENCING at the West quarter corner of said Section 14; thence East (assumed bearing) along the South line of said Northwest quarter of Section 14, a distance of 105 feet to the East right-of-way line of Scottsdale Road and the True Point of Beginning; thence continuing East 218.75 feet; thence North 619.34 feet; thence West 633 feet; thence South 589.34 feet; thence West 1885.75 feet to the right-of-way line of Scottsdale Road; thence south 30 feet to the True Point of Beginning.

The center line of said easement being described as follows:

BEGINNING at a point on the East right-of-way line of Scottsdale Road, 27 feet North of the South line of the Northwest quarter of said Section 14; thence due East a distance of 1949.75 feet to a point; thence North 9 degrees 57 minutes 00 seconds East a distance of 195 feet to a point; thence North 00 degrees 03 minutes 40 seconds East a distance of 160 feet to a point; thence North 39 degrees 39 minutes 40 seconds East a distance of 175 feet to a point; thence South 66 degrees 04 minutes 40 seconds East a distance of 60 feet to an electric transformer.

I do hereby certify that the within named instrument was recorded at request of Arizona Public Service Co. Book 13776 Page 100. Received at Phoenix, Arizona JUL 19 1979 8:20 AM. WITNESS my hand and official seal the day and year aforesaid. BILL HENRY, Maricopa County Recorder. By [Signature]

300

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Dated: June 13, 1979 [Signature: Hart W. Empfe]

WITNESS: [Signature: Arlene S. Empfe]

STATE OF ARIZ. }
County of MARICOPA }

This instrument was acknowledged before me this 13th day of June 1979, by HART W. EMPFE & ARLKNE S. EMPFE (Name)

IN WITNESS WHEREOF I hereunto set my hand and official seal. [Signature: Notary Public]

My Commission Expires July 6, 1979

COURTESY RECORDING
NO TITLE LIABILITY

WHEN RECORDED RETURN TO:
City of Scottsdale
CPM-Jean Morris
7447 East Indian School Road Suite 205
P.O. Box 1000
Scottsdale, Arizona 85252-1000



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

96-0788140 11/06/96 04:44

MARYANN 71 OF 79

961707128

DRAINAGE EASEMENT

Parcel No. 216-51-004F

Project No. S6001 Scottsdale Road

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, AmberJack, Ltd., an Arizona Corporation, hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration receipt of which is hereby acknowledged, do hereby grant and convey to the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, a drainage easement for the purpose of constructing and maintaining a channel and appurtenances on, over, under and across the ground embraced within a parcel of land situated in the County of Maricopa, State of Arizona, and being described as follows:

See Exhibit "A"

The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The installation and maintenance of said drainage channel by Grantee shall be done with care. Grantee shall indemnify and save Grantor harmless from and against any and all loss, cost, damage or expense which may be caused to the Grantor by the negligent acts or omissions of the Grantee, its agents or employees, in the construction, operation, or maintenance of the drainage channel of the Grantee and in exercising its rights to ingress and egress over the property of the Grantor.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 4th day of October, 1996.

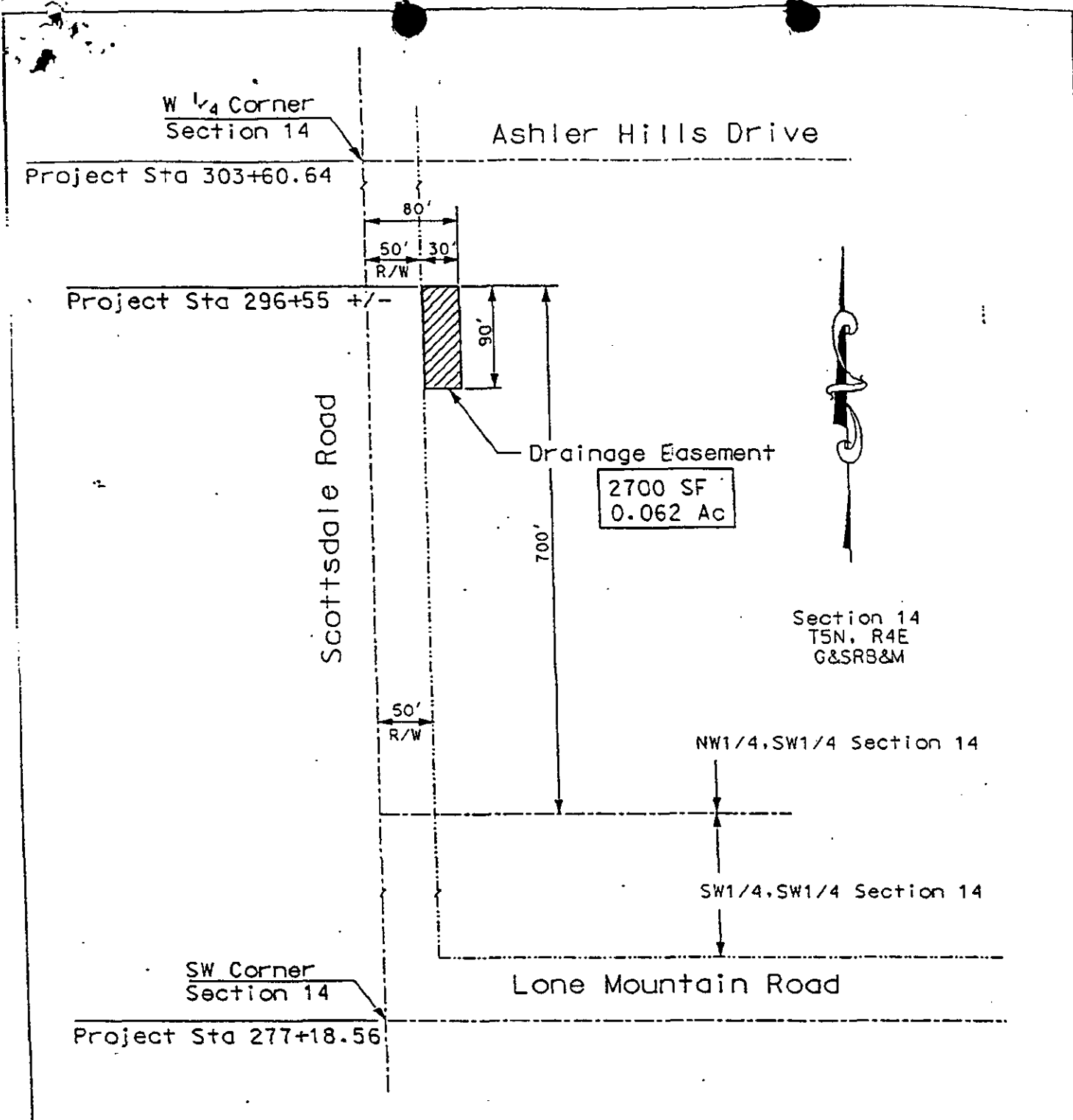
AmberJack, Ltd.
Grantor

By: Neil O. Brown

Title: President

By: [Signature]

Title: Assistant Secretary



ACQUISITIONS	PROJECT
<input type="checkbox"/> Required Right-of-Way <input type="checkbox"/> Temp Constr Easement <input checked="" type="checkbox"/> Drainage Easement <input type="checkbox"/> Public Utility Easement <input type="checkbox"/> Other	Scottsdale Road Widening Pinnacle Peak to Dove Valley PROJECT NO. S 6001
	TAX PARCEL # 216-51-004F
	OWNER AMBERJACK LTD
	BY: RGT DATE 8/21/96 SHT 1 OF 1

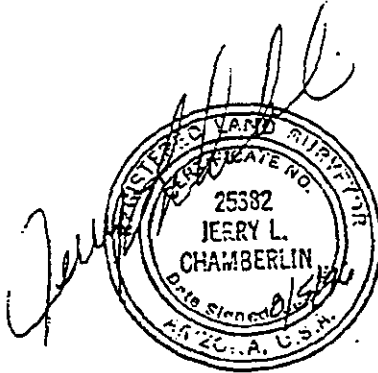
Project: Scottsdale Road Widening
Pinnacle Peak Road - Dove Valley Road
Project No.: S6001
Tax Parcel No.: 216-51-004F
Owner: AMBERJACK LTD

**LEGAL DESCRIPTION
DRAINAGE EASEMENT**

The North 90.00 feet of the South 700.00 feet of the East 30.00 feet of the West 80.00 feet of the Northwest Quarter of the Southwest Quarter of Section 14, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Said parcel contains 2700.00 square feet.

Eng. Sta.: 296+55



0355-04.LEG
08/01/96