

FIDELITY NATIONAL TITLE INSURANCE COMPANY
2390 E. CAMELBACK ROAD, SUITE 140
PHOENIX, AZ 85016
(602) 224-8500

"THE CLOSING COMPANY"

COMMITMENT FOR TITLE REPORT

lks

SCHEDULE A

1. Effective Date: March 16, 2006 at 7:45 A.M.
Our No.: 20007073-B cm/MBR
2. This is a Commitment for Title Report only. This report does not represent nor commit any type of title insurance. The liability incurred, if any, is limited to twice the amount of the fees paid for this report.

FOR THE BENEFIT AND USE OF: CITY OF SCOTTSDALE

3. The estate or interest in the land described or referred to in this Report and covered herein is:

A FEE

4. Title to the estate or interest in said land is at the effective date hereof vested in:

SIMONSON BUILDINGS, INC., an Arizona corporation


5. The land referred to in this Report is in the State of Arizona, County of Maricopa, and is described as follows:

The North 85 feet of the South 150 feet of the North 414 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part lying West of the Easterly 183.00 feet thereof.

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
a corporation

By:


Authorized Signature

CONDITION OF TITLE REPORT

SCHEDULE B

The title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters

- 1 Any action by Maricopa County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of this report
- 2 Property taxes, including any personal property taxes and any assessments collected with taxes, for the second half of the year 2005 (APN 173-50-124C)
- 3 The liabilities and obligations imposed upon said land by reason of (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land
4. Reservations, exceptions and provisions contained in the Patent from the United States of America or in the acts authorizing the issuance thereof, as follows

(1) "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 also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law "
- 5 Water rights, claims or title to water, whether or not disclosed by the public records
- 6 Any facts, rights, interests or claims which a correct inspection and/or survey would disclose and which are not disclosed by the public records
- 7 Any rights of the parties in possession of a portion of, or all of, said land, which rights are not disclosed by the public record

SCHEDULE B - CONTINUED

- 8 Any obligations imposed upon said land by its inclusion within the following named district

District 1) City of Scottsdale Downtown Enhanced Municipal
Services Improvement District No I7901
2) City of Scottsdale Downtown Enhanced Municipal
Service District No 2

- 9 Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document

Purpose Water and sewer
Recorded In Docket 2870, page 133
Affects As set forth therein

- 10 Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document

Purpose Underground telephone and telegraph
Recorded In Docket 8469, page 74
Affects As set forth therein

- 11 Roadway as shown on the map recorded in Book 6 of Road Maps, page 45

- 12 Roadway as shown on the map recorded in Book 9 of Road Maps, page 85

- 13 Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document

Purpose Ingress and egress
Recorded July 9, 1973 in Docket 10214, page 686
Affects As set forth therein

- 14 Matters contained in that certain document entitled 'City of Scottsdale Agreement', dated October 22, 1973, executed by HENDERSON CONSTRUCTORS INC and CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, recorded October 24, 1973 in Docket 10367, page 1490

Reference is hereby made to said document for full particulars

- 15 Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document

Purpose Road or highway and public utilities
Recorded November 8, 1973 in Docket 10389, page 616
Affects As set forth therein

SCHEDULE B - CONTINUED

- 16 Matters contained in that certain document entitled 'City of Scottsdale Covered Walkway and Facade Improvement Program Covenant', dated January 5, 2005, executed by SIMONSON BUILDINGS, INC and CITY OF SCOTTSDALE, an Arizona municipal corporation, its successors and assigns, recorded March 22, 2005 in Instrument No 20050343331

Reference is hereby made to said document for full particulars

- 17 This report is for informational purposes only and is not to be considered a commitment to issue any form of title insurance. It is for the use only of the party who ordered it and liability, if any, is limited to the amount of the fee paid. Receipt and use of this report shall be evidence of the acceptance of the terms hereof.
- 18 There are no other recorded matters affecting the title to the land described in this report.
- 19 TAXES AND ASSESSMENTS collectible by the County Treasurer not yet due and payable for the following year

Year 2006

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 9

WITNESSES

FOR THE CONSIDERATION OF ONE DOLLAR (\$1.00), AND
THIR GOOD AND VALUABLE CONSIDERATIONS, RECEIPT WHEREOF ARE
HEREBY CONFESSED AND ACKNOWLEDGED, I OR WE, ^{EMILIO} ENILO ~~AND~~
RAY MERCADO, DO HEREBY GIVE AND GRANT TO THE
TOWN OF SCOTTSDALE, A MUNICIPAL CORPORATION OF THE STATE OF
ARIZONA, A PERPETUAL EASEMENT FOR SEWER AND WATER PURPOSES,
TOGETHER WITH THE NECESSARY RIGHT OF INGRESS AND EGRESS AND
THE RIGHT TO ENTER UPON THE HEREINAFTER DESCRIBED PROPERTY
FOR THE PURPOSES OF INSPECTION, INSTALLATION, MAINTENANCE
AND REPLACEMENT, AND FOR ANY OTHER LAWFUL PURPOSE, UPON,
OVER, ACROSS AND UNDER THE FOLLOWING DESCRIBED REAL PROPERTY
SITUATE IN MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS,
TO-WIT:

THE WEST 8 FEET AND THE NORTH 8 FEET OF THE SOUTH 100 FEET
OF THE NORTH 364 FEET, EXCEPT THE EAST 40 FEET, OF THE EAST
HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTH-
EAST QUARTER OF SECTION TWENTY-TWO (22) OF T2N AND R4E

DATED THIS 10 DAY OF April, 1959.

Emilio Mercado
EMILIO MERCADO

Ray Mercado
RAY MERCADO

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
10th DAY OF April, 1959, BY

Shirley A. Hutchinson
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 3, 1961 DKT 2870 PAGE 133

EASEMENT

FOR THE CONSIDERATION OF ONE DOLLAR (\$1.00), AND
 OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT WHEREOF ARE
 HEREBY CONFESSED AND ACKNOWLEDGED, I OR WE, PHOENIX TITLE
 & TRUST CO., TRUSTEE DO HEREBY GIVE AND GRANT TO THE
 CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION OF THE STATE OF
 ARIZONA A PERPETUAL EASEMENT FOR SEWER AND WATER PURPOSES,
 TOGETHER WITH THE NECESSARY RIGHT OF INGRESS AND EGRESS AND
 THE RIGHT TO ENTER UPON THE HEREINAFTER DESCRIBED PROPERTY
 FOR THE PURPOSES OF INSPECTION, INSTALLATION, MAINTENANCE
 AND REPLACEMENT, AND FOR ANY OTHER LAWFUL PURPOSE. UPON,
 OVER ACROSS AND UNDER THE FOLLOWING DESCRIBED REAL PROPERTY
 SITUATE IN MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS,
 TO-WIT:

THE EAST 8 FEET OF TRACT "A" CRAFTSMAN COURT, A SUBDIVISION
 OF RECORD IN THE OFFICE OF THE COUNTY RECORD OF MARICOPA
 COUNTY, ARIZONA, IN BOOK 62 OF MAPS, AT PAGE 23 THEREOF.

86437

Notary Public
 I hereby certify that the
 foregoing instrument was filed and recorded
 in the office of the County Recorder of
 Maricopa County, Arizona, on the
 28th day of April, 1959, at
 10:30 AM, and that the same is
 a true and correct copy of the
 original as the same appears from
 the file and your official seal
 of the County Recorder of
 Maricopa County, Arizona.
 J. J. Kelly, Notary Public
 State of Arizona
 My Comm. Expires April 3, 1961
 1959.

STATE OF ARIZONA)
 COUNTY OF MARICOPA) ss

PHOENIX TITLE & TRUST CO., TRUSTEE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
 28th DAY OF April, 1959, BY

Shirley A. Hutchins
 NOTARY PUBLIC

MY COMMISSION EXPIRES: April 3, 1961

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 10

14712

00710

RIGHT ON

24R. AGR

The undersigned Grantor (and each and all of them if more than one) for and in consideration of One Dollar (\$1.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, convey unto The Mountain State Telephone and Telegraph Company, its heirs, assigns, successors, agents, assigns, lessees and agents a Right-Of-Way Easement and the right to construct, erect, maintain and use, from time to time, as the same may require upon, over, under and across the following described land which the Grantor owns, in which the Grantor has a paramount right: The North 3 feet of the West 8 feet of the full lot described property:

150 feet of the North; 150 feet of the West; 150 feet of the East
of S.W. 1/4 of Section 2, T. 1N., R. 4E., G. & W.M. & N.

It is understood that the Fishery is planted hereby over the planting of under-
ground construction only with the above described 3 feet wide strip of land;
and construction to be buried approximately 2 feet below the surface of the
above described property.

[illegible]

The Gambia was the first to secure the legal cultural-heritage remedy for all peoples not inconsistent with the 1972 UNESCO Convention.

Speed and 100 20 12 11 6 GRAND AD 1170

A. Scott's Ice Cream

22-600-10, A.D. 1572
Santiago de los Caballeros
[Signature]
[Signature]

State of Illinois

County of San Diego

On the date of the above, the undersigned, David J. Lively, the undersigned, David J. Lively, Jr., who acknowledged his partnership in the firm of David J. Lively, Jr., a limited partnership, and the undersigned, David J. Lively, Jr., effected the foregoing partnership, by signing the name of the undersigned, David J. Lively, Jr.

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

THE COMPANY'S POLICY

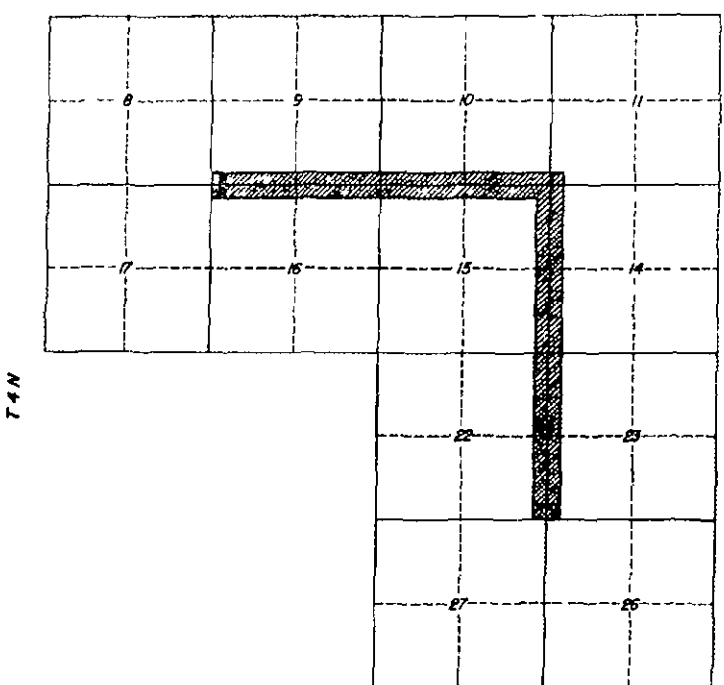
[Handwritten signature]

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 11

R 2 E



DEDICATED COUNTY ROAD A PLAT

Showing location of County Road described as follows:

A Highway 65 feet in width extending 33 feet on either side of Section line beginning at the corner common to Sections 22, 23, 24 and 27 Township 4 North, Range 2 East, G.B.S.B.B. 14, running thence north along the Section line between Sections 22 & 23, 14 & 15 to the corner common to Sections 10, 11, 14 & 15; thence west along the Section line between Sections 10 & 15, 18 & 19 to the corner common to Sections 8 & 9, 18 & 17.

Officially dedicated November 17, 1947 by the Board of Supervisors.

Handwritten signature
COUNTY CLERK

77611

Received of *Handwritten name*
DEC 12 1947

Handwritten signature

**Fidelity National Title
Insurance Company**



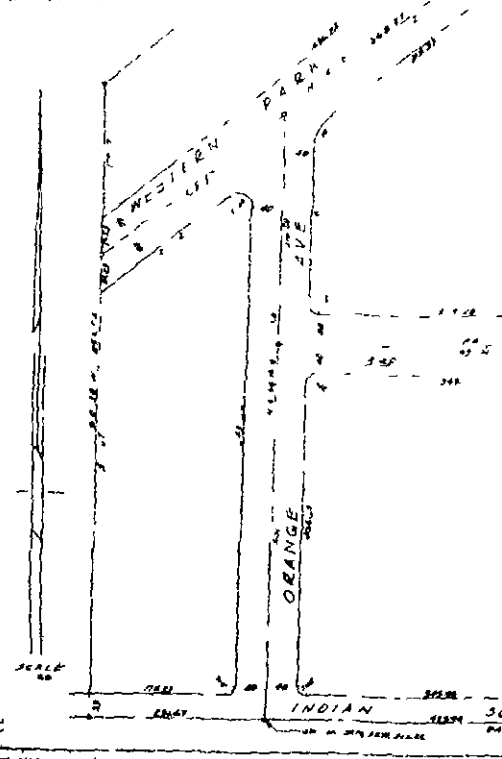
SCHEDULE B ITEM 12

DEDICATED TOWN OF SCOTTSDALE ROADS A PLAT SHOWING THE LOCATION OF DEDICATED SCOTTSDALE ROADS IN SECTION 22 T2N R 4 E G & S R B & M MARICOPA COUNTY ARIZONA

9-85

DEDICATION
APPROVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF SCOTTSDALE
ON THIS 17TH DAY OF SEPTEMBER 1985

1. William L. Weirich - MARICOPA COUNTY
2. Lloyd H. New - FRANKLIN COUNTY
3. John A. New - JOHN W. NEW
4. Charlotte Mills - KIRBY K. WEIRICH
5. Richard P. Williams - SHERRY M. WILLIAMS
6. Richard A. Williams
7. William L. Weirich
8. William L. Weirich



ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA
I, the undersigned, Notary Public for the State of Arizona, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
WITNESS my hand and the seal of my office this 17th day of September, 1985.
NOTARY PUBLIC
[Signature]

APPROVAL

APPROVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF SCOTTSDALE
ON THIS 17TH DAY OF SEPTEMBER 1985
[Signature]

ATTEST

ATTEST [Signature]
[Signature]
DATE 17, 1985

CERTIFICATE

I, the undersigned, Notary Public for the State of Arizona, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
WITNESS my hand and the seal of my office this 17th day of September, 1985.
NOTARY PUBLIC
[Signature]

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 13

0010214 686

Minnesota Title Company

144736

STATE OF ARIZONA

COUNTY OF

173-50-124A & 171-50-124B

Mr. and Mrs. Irving Nussbaum

6844 E. Choila Street
Scottsdale, Arizona 85251

04-401,67 5B

10214 686-687

10214

Title Insurance Company of Minnesota

PAID TO MARSTON

JUL 9 - 1973-2 45

11

Joint Tenancy Deed

For the consideration of Ten Dollars and other valuable considerations For and To the use of CONSTRUCTORS, INC., an Arizona corporation

do hereby convey to IRVING NUSSBAUM and IRIS NUSSBAUM, his wife

not as tenants in common and not as community property estate but as joint tenants with right of survivorship the following described property situated in the County of Maricopa State of Arizona
The South 65 feet of the North 414 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that part lying West of the East 183 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of said Section.

TOGETHER with easements for ingress and egress over the North 14 5 feet of the South 79 5 feet of the North 414 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of Section 22, Township 2 North Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that part lying West of the East 183 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of said Section.

SUBJECT to current taxes assessments reservations in petio and all easements rights of way encumbrances covenants conditions restrictions and all other matters affecting title as may appear of record

Together with all rights and privileges appurtenant to or become appurtenant to said lands including but not limited to the subscription for share of the capital stock of the Salt River Valley Water Users Association or by virtue of any Water Right Application for Water Rights for all or any portion of said lands in the Salt River Project of the United States Reclamation Service and subject to all the terms conditions and liabilities incident therein and respect to any liabilities or obligations incurred upon and made by reason of the inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District

And I do warrant the title against all persons whomsoever subject to the matters above set forth

The parties by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship and not as community property or as tenants in common

Dated this 7th day of June 1973

Accepted and approved

Irving Nussbaum
Iris Nussbaum

CONSTRUCTORS, INC., an

Arizona Corporation

BY

John L. Senine, Jr., President.

(Signature)

STATE OF ARIZONA

County of Maricopa

This instrument was acknowledged before me

this 7th day of June 1973 by
Irving Nussbaum and Iris Nussbaum

My commission will expire 7/1-75

This instrument was acknowledged before me

this day of 19 by

STATE OF

County of

My commission will expire

Notary Public

07 61

TITLE INSURANCE COMPANY OF MINNESOTA

P O BOX 16130 • PHOENIX ARIZONA 85011

TITLE INSURANCE COMPANY OF MINNESOTA

P O BOX 16130 • PHOENIX ARIZONA 85011

TITLE INSURANCE ..

***The Safe Foundation for every
Real Property Investment.***

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 14

001 1046751490

A G R E E M E N T

PROJECT _____

hereinafter referred to as "FIRST PARTY" and the City of Scottsdale, Arizona,
a municipal corporation, hereinafter referred to as "SECOND PARTY",

N T C ANTI-GENE OF CARCINOMA

5 Both parties mutually covenant and agree that this agreement shall be binding upon the parties hereto, their representatives, heirs and assigns and upon recording hereof shall be a covenant running with the land

10367149

IN WITNESS WHEREOF, the parties have hereunto set their hands the day
and year first above written

[Signature]
[Signature]

STATE OF ARIZONA)
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 13th day of October,
1973, by John S. ...

[Signature]
NOTARY PUBLIC

My Commission Expires

12-1-74

CITY OF SCOTSDALE, a municipal
corporation

By ...

WITNESSETH

[Signature]
(CITY CLERK)

[Signature]

WITNESSETH

[Signature]

[Signature]

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 15

303640

10389 616

CITY OF SCOTTSDALE

EASEMENT

When recorded return to
City of Scottsdale
City Hall Civic Center
Scottsdale, Arizona 85251

21-DR-73

HENDERSON CONSTRUCTORS, INC., an Arizona Corporation

Grantor(s)

for a valuable consideration hereby grants to the CITY OF SCOTTSDALE, ARIZONA a municipal corporation its successors and assigns a perpetual 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 construct operate, maintain, repair, and rebuild a road or highway, together with such bridges culverts ramps sidewalks curbs gutters and cuts as may be necessary and to install, operate and maintain any public utility lines poles or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

West fifteen (15) feet of East fifty-five (55) feet of North eighty-five (85) feet of South one hundred and fifty (150) feet of North four hundred and fourteen (414) feet of E1 of E1 of SE1 of Section 22, T2N, R4E, G&SRB&M, Maricopa County, Arizona

The said easement to include the right to cut on the land from such portions of the branches and tops of the trees now growing or that may hereafter grow or extend over said right-of-way so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities

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

DATED this 18th day of October, 1973

HENDERSON CONSTRUCTORS, INC.

John L. Semin, Jr., PRESIDENT

STATE OF ARIZONA
COUNTY OF MARICOPA

This instrument was acknowledged before me this 18th day of October, 1973, by JOHN L. SEMIN, JR., PRESIDENT OF HENDERSON CONSTRUCTORS, INC., an Arizona Corporation

In witness whereof I hereunto set my hand and official seal

NOTARY PUBLIC

My Commission expires

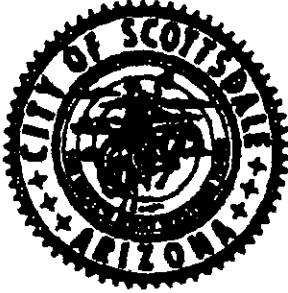
9/1/75

**Fidelity National Title
Insurance Company**



SCHEDULE B ITEM 16

12650-3-1-1--
Leonardil



WHEN RECORDED, RETURN TO:
Lila Madden (480-312-7073)
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

**CITY OF SCOTTSDALE
COVERED WALKWAY AND FACADE IMPROVEMENT PROGRAM
COVENANT**

PROJECT _____
QS 17-44

Simanson Buildings, Inc.
Parcel # 173-50-124C 4228 N Scottsdale Rd.

(collectively "Grantor"), for valuable consideration, does hereby grant to the CITY OF SCOTTSDALE, an Arizona municipal corporation, its successors and assigns, a restrictive covenant running with the land burdening Grantor and its successors and assigns, and the land described on Exhibit "A" attached hereto, in favor of the City of Scottsdale. The covenant concerns a covered walkway and/or facade (the "Improved Feature") located on the East side of said parcel along Scottsdale Rd. Street. The Improved Feature was constructed, restored or repaired pursuant to the City of Scottsdale's Covered Walkway and Facade Improvement Program. The covenant is that, until the date ten years after the date this document is recorded (and except as City of Scottsdale may expressly approve in a writing that specifically refers to this document):

1. Grantor shall maintain and not remove or alter the Improved Feature.
2. If the Improved Feature is a walkway, then Grantor shall keep the walkway open to the public.

Grantor hereby covenants that it is lawfully seized and possessed of this aforementioned tract or parcel of land, that it has a good and lawful right to sell and convey it, and that Grantor will warrant the title and quiet possession thereto against the lawful claim of all

persons. Grantor further warrants and represents that all lenders and tenants of the property have executed and acknowledged this covenant below

DATED this 5th day of January, 20 05

GRANTOR: *Richard Alan Simonson*

TENANT _____

LENDER _____

State of Arizona)
)ss
County of Maricopa)



This instrument was acknowledged before me this 5 day of January, 20 05, by Richard Alan Simonson

In witness whereof I hereunto set my hand and official seal.

Leigh Ann Roepke
NOTARY PUBLIC

My Commission Expires 10/21/2008

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this _____ day of _____, 20 _____, by _____

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires _____

State of Arizona)
)ss
County of Maricopa)



This instrument was acknowledged before me this 5 day of
January, 2005, by
Richard Alan Simonsen

In witness whereof I hereunto set my hand and official seal

Leigh Ann Rospke
NOTARY PUBLIC

My Commission Expires 10/21/2008