

Great American



TITLE AGENCY, INC.

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Phoenix Arizona 85020
Phone (602) 445-5525 Fax (602) 445-5526 Email info@azgat.com

Shaw & Associates
6501 E. Greenway Parkway, Suite 103-643
Scottsdale AZ 85254

Attn: Ryan Mott

March 29, 2012

Your Order No.: PHO Cinco Soles
Our Order No.: 21110002 **B**

In connection with the above numbered order we are enclosing the following papers:

Standard Owners Commitments

We thank you for this opportunity to serve you.

Great American Title Agency, Inc.

By: *Nick Dodson*

FIRST AMERICAN TITLE INSURANCE COMPANY

issued by

Great American Title Agency, Inc.

SCHEDULE A

Commitment Number: 21110002B 1st Amended

Commitment Amount: \$To Come

Effective Date: March 26, 2012 at 7:30 AM,
Records of Maricopa County, Arizona

Type of Coverage: ALTA Standard Owners 10-17-92

(Endorsed for Leasehold)

1. Name of Proposed Insured:

City of Scottsdale, Arizona

2. The Estate or interest in the Land upon issuance of the Policy shall be the interest of the Lessee in that Lease set forth in Schedule A, Part II.

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

Owner/Fee Title: **Conroy Scottsdale Ranch Family LLLP,
an Arizona family limited liability limited partnership**

Parcel No.: 217-26-008D

Commitment Number: 21110002B 1st Amended

SCHEDULE A, PART II

The estate or interest in the land described in Schedule A and which is covered by the Policy is the Leasehold Estate, as leasehold estate is defined in A.L.T.A. endorsement attached to the Policy, created by the following instrument:

A lease executed by **Conroy Scottsdale Ranch Family LLLP, an Arizona family limited liability limited partnership**, Lessor, to **Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless**, Lessee, dated _____, recorded _____, in Instrument No. _____.
(Term: _____)

The lessee's interest in the lease has been assigned to **City of Scottsdale, Arizona** by assignment recorded _____ as _____ of Official Records.

END OF SCHEDULE A

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, Attorney's fees or expenses, any or all of which arise by reason of the following:

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.
2. 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 public records.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. 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.
6. (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.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

PART TWO:

1. 2011 taxes, now payable, the first half is delinquent.
2. Taxes for the year 2012, a lien not yet due and payable.
3. Any charge upon said land by reason of its inclusion in East Valley Institute of Technology.
4. All matters as set forth in PLSS Subdivision Record of Survey recorded June 3, 2005 in Book 752 of Maps, Page 33 of Official Records.
5. An easement for right-of-way for roadway and incidental purposes, recorded in Docket 749, Page 44 of Official Records, and all matters set forth therein.
6. An easement for electric line and incidental purposes, recorded in Docket 1207, Page 210 of Official Records, and all matters set forth therein.
7. An easement for electric lines and incidental purposes, recorded in Docket 5967, Page 572 of Official Records, and all matters set forth therein.
8. An easement for electric lines and incidental purposes, recorded in Docket 6142, Page 194 of Official Records, and all matters set forth therein.
9. An easement for road, public utilities and incidental purposes, recorded as 83-500036 of Official Records, and all matters set forth therein.
10. An easement for road, public utilities and incidental purposes, recorded as 84-098989 of Official Records, and all matters set forth therein.
11. An easement for electric lines and incidental purposes, recorded as 93-0466879 of Official Records, and all matters set forth therein.
12. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
13. The terms and conditions of the lease set forth in Schedule A, Part Two.

END OF SCHEDULE B

REQUIREMENTS

1. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of **Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless.**
2. Proper Showing as to the current members of **Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless.**
3. Proper showing that **Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless** has been properly formed in its domiciliary state.
4. Furnish a copy of the Articles of Organization or other pertinent formation documents of **Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless,** duly processed by the proper regulatory body of Delaware.
5. Furnish copies of all Certificates required by Title 29, Chapter 3, Arizona Revised Statutes, on file with the Secretary of State relating to **Conroy Scottsdale Ranch Family LLLP, an Arizona family limited liability limited partnership.** Said Certificates shall be certified by an authorized representative of the Secretary of State as true and correct copies and shall be accompanied by a Certificate from the Secretary of State's office stating that the Certificates presented constitute a complete set of Certificates filed in said office relative to the limited partnership stated.
6. Furnish a copy of the Partnership Agreement of **Conroy Scottsdale Ranch Family LLLP, an Arizona family limited liability limited partnership,** together with any amendments thereto.
7. Proper showing that all statutory requirements have been met leading up to the execution and recording of an assignment of lease from **Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless** to the **City of Scottsdale, Arizona.**
8. Record Lease as shown in Schedule A, Part II, herein.
9. Record an Assignment Of Lessee's Interest as shown in Schedule A, Part II, herein.
10. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
11. Such further requirements as may be necessary after completion of the above.

END OF REQUIREMENTS

EXHIBIT "A"

PARCEL NO. 1:

That portion of the Northwest quarter of the Northwest quarter of Section 20, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the West line of the Northwest quarter of the Northwest quarter which point is 428 feet South of the Northwest corner of said Northwest quarter of the Northwest quarter of Section 20, said point also being the Southwest corner of that certain parcel of land conveyed to Tanner Contracting and Equipment Co., an Arizona corporation by Deed recorded in Docket 3832, Page 522;

Thence continuing South along the West line of said Northwest quarter of the Northwest quarter of said Section 20 a distance of 330 feet;

Thence East parallel with the South line of the aforesaid Tanner Contracting Equipment Co. parcel a distance of 660 feet;

Thence North 330 feet to a point on the South line of said Tanner Contracting Equipment Co. parcel;

Thence West along said South line 660 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

The West 509 feet of the North 428 feet of the West three-quarters of the Northwest quarter of the Northwest quarter and the East 40 feet of the West 549 feet of the North 428 feet of the West three-quarters of the Northwest quarter of the Northwest quarter of Section 20, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the following described parcel:

BEGINNING at the intersection point of the North line of said Section 20 with a line 549.00 feet East and parallel with the West line of said Section 20, said point being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence South along the line 549.00 feet east and parallel with the West line of Section 20, a distance of 424.45 feet;

Thence North 87 degrees 20 minutes 08 seconds West a distance of 4.26 feet to an intersection point of a line 545.75 feet East and parallel to the West line of Section 20 with a line 424.25 feet South and parallel to the North line of Section 20;

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Thence North 00 degrees 12 minutes 54 seconds West, a distance of 424.25 feet to an intersection point of a line 545.35 feet East and parallel to the West line of Section 20 with the North line of Section 20;

Thence East along the North line of Section 20, a distance of 4.65 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

PARCEL NO. 3:

A portion of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 20, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described more particularly as follows:

BEGINNING at the intersection point of a line 428.00 feet South and parallel to the North line of said Section 20 with a line 549.00 feet East and parallel to the West line of said Section 20, said point being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence North 00 degrees 09 minutes 39 seconds West along a line 549.00 feet East and parallel to the West line of Section 20, a distance of 3.55 feet to a point;

Thence South 87 degrees 20 minutes 08 seconds East, a distance of 76.38 feet to a point on a line 428.00 feet south and parallel to the North line of Section 20;

Thence West along the line 428.00 feet south and parallel to the North line of Section 20, a distance of 76.29 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

**First American Title
Insurance Company**



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access of nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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