

## STAFF APPROVAL LETTER

#### 94 Hundred Shea Scenic Corridor Mid-Size Monument Signs

#### STEP 1

#### STAFF APPROVAL NOTIFICATION

This letter is notification that your request has been conceptually approved by Current Planning Services staff.

Additional review and permits may be required. Refer to Final Plan Review Submittal Requirements below.

This approval expires two (2) years from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

> PROJECT INFORMATION APPLICANT: Alyssa Lernor

LOCATION:

9375 E Shea Blvd

PARCEL:

217-36-001M

Q.S.: ZONING: 28-50

C-3 PCD

COMPANY:

Wilson Property Services

ADDRESS:

8120 E Cactus Rd Ste 300 Scottsdale, AZ 85260

PHONE:

480-874-2600

Request:

Request to approve two non-ESLO scenic corridor mid-size monument signs along E. Shea Bly, and dedicate a scenic corridor easement and a public non-motorized access easement per

Case No. 11-ZN-2002#2.

#### **STIPULATIONS**

- 1. All scenic corridor mid-size monument signs shall substantially conform to the site plan and elevations produced by Total Signs & Graphics, submitted by Wilson Property Services, and approved by City Staff on April 8, 2014.
- 2. The landlord shall select which tenant shall be allowed to utilize a tenant panel on the mid-size monument signs.
- 3. On any mid-size monument sign, no tenant name shall be displayed more than one (1) tenant panel per side.
- 4. Tenant panels may incorporate the tenant's corporate colors, letter styles, fonts and logos. Panels to be routed & backed up with acrylic, and all tenant panels shall utilize one background color: Dunn Edwards "DE6221 Flintstone."
- 5. Any modifications to the scenic corridor mid-size monument signs shall require Development Review Board or Staff Approval.
- 6. All signs shall require separate submittals, reviews and permits.
- 7. The existing 94 Hundred Shea Scenic Corridor Monument Sign along E. Shea Blvd. (approved under Plan Number 6513-07) shall be completely removed before the sign permit for the new mid-size monument signs is finalized.

Related Cases: 119-SA-2014, 11-ZN-2002#2, 8-DR-2004

SIGNATURE: Michew

DATE APPROVED:

April 8, 2014

Andrew Chi **Associate Planner** 

#### STEP 2

#### FINAL PLAN REVIEW SUBMITTAL REQUIREMENTS

Submit a copy of this approval letter along with a completed Sign Permit Application to the One Stop Shop for plan review. Sign Permit Application: <a href="http://www.scottsdaleaz.gov/codes/signs">http://www.scottsdaleaz.gov/codes/signs</a>

This plan set shall be reviewed by the following departments:

<u>Department</u>	Staff Reviewer	
PLANNING:	Andrew Chi	
BUILDING:	Building Group (TBD)	

119-5A-2014

#### Staff Approval Application **Submittal Requirements** Project Name: 94 HUNDRED SHEAT City Staff Contact: ANDREW CHIL Project Address: 9375 E. SHE4 BLVD A.P.N .: 217-36-001M Quarter Section: 28-50 Zoning: C-3 PCD Associated References: Project Number 630-PA-2012 Plan Check Number Request: To dedicate a Scenic Compan & Rublic Nor-Motorized Acus Essevent + to approve two (2) Scent Connor Mid-Size Monument Signs. Is there an outstanding Code Enforcement citation or Notice of Compliance? Yes No If yes, provide a copy. Owner: JPMCC 2007 CIBCIA Shea Blud. Applicant: Michelle Collins company: Wilson Property Services Inc. Company: LNR Partners, LLC. Phone: (480) 874-2600 Fax: (486) 874-2601 Phone: E-mail: mcolling@wilsonps.het E-mail: Address: 8120 E. Cactos Road, #300, Scottsdale, AZ 85260 Address: Submittal Requirements: Please submit 1 copy of materials requested below. All plans must be folded. Cross Sections- for all cuts and fills Floor Plan(s) of additions, alterations, or new structures. Context Aerial with site highlighted The floor plan shall be dimensioned and clearly delineate existing and proposed construction. Site Location Map Landscape Plan indicating location of existing and new Maricopa County Assessor's Parcel Map with site plants, location and dimension of paving, a plant palette location highlighted with names, symbols, sizes, spacing & quantities, and Narrative describing nature of request open space/landscaping calculations. Elevation Drawings or Color Photosimulations of new Property Owner's Authorization, or signature additions, buildings, or other changes with materials and Homeowners/Property Owners Association colors noted and keyed to material samples. Approval (if applicable). Material Samples- color chips, awning fabric, glazing, etc. Color Photographs of site- including all areas of Conceptual Grading & Drainage Plan showing existing Site plan indicating extent and location of additions, & proposed drainage flows, channels and retention. Copy of Liquor License Application (For all bars/ buildings and other structures, indicate dimensions of restaurants/patios) existing and proposed structures, sidewalks, or Airport Vicinity Development Checklist- provided driveways as well as any required setbacks. Current Title Report (See Title Sylamittal Regularements) Lighting- provide cut sheets, details, photometric for any proposed lighting. Other: Legal + Gradute of: Scenic Comdor Easement + Regulest for Site Inspections Public NorMotorized Access Easement, Use Land Surveyor Please Note: After staff review, it may be determined that this request requires approval by the Development Review Board through the public hearing process. If approved at staff level, this approval expires twelve (12) months from date of approval if a permit is required but has not been issued. Signature Applicant Official Use Only: Submittal Date: City Staff Signature:

Planning & Development Services Department

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7800



# Request for Site Visits and/or Inspections Development Application

	This request concerns all property identified in the development application.
	Pre-application No: PA
	Project Name: 94 Hundred Stea
	Project Address: 9375 E. SHEA BLYD.
	STATEMENT OF AUTHORITY:
-	<ol> <li>I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.</li> </ol>
:	<ol> <li>I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.</li> </ol>
:	STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS
	<ol> <li>I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.</li> </ol>
;	<ol> <li>I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.</li> </ol>
. Р	roperty owner/Property owners agent: McMelle Coltins, agent for owner Print Name Truck 2007 CIBC1981  Bostevard, Ll  Signature
	Gity Use Only: The Law Control of the Control of th
Subm	ittal Date: Case number:
	#Planning, Neighborhood & Tiransportation Division  /447/E-Indian School Road - Suite 105 - Scottsdale - AZ 85251 ◆ Phone : 480 312 - 7,000 ◆ Fax : 480 - 312 - 7,088

#### WILSON PROPERTY SERVICES, INC.



#### PROJECT NARRATIVE

At the 94 Hundred Center that consists of 3 single story retail buildings and a mixed use two story office/retail building located on the south side of E. Shea Boulevard between 92<sup>nd</sup> Street and 94<sup>th</sup> Street. The property consists of 74,079 square feet and we are proposing to have two (2) monument signs installed within the Scenic Corridor. Please see all attachments that show where these will be located along E. Shea Boulevard. We are proposing to have the Scenic Corridor Easement and the Public Non-Motorized Access Easement dedicated at this time.







OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20140122997 02/26/2014 11:21
ELECTRONIC RECORDING

27782-9-1**-**1-ramiręzp

#### WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
(Andrew Chi
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value under A.R.S. § 11-1134(A)(2, 3)



### CITY OF SCOTTSDALE SCENIC CORRIDOR EASEMENT

630-PA-2012 Project No. 217-36-001M

as 28-50

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received

94. Hundred Shea, LLLP (collectively "Grantor") does hereby
grant and convey to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a
perpetual, non-exclusive easement upon, over, under and across the parcel of land (the
"Property") described on the legal description and the sketch attached hereto as Exhibits "A"
and "B". The purpose of the easement is to preclude Grantor from installing any improvements
on the Property. Notwithstanding the preceding sentence, Grantee may elect to allow Grantor to
install vegetation, driveways, signage and underground private utilities upon the Property in

Grantee shall have the right to enjoin in a court of law any violation of the requirements of this document. Grantee shall have the right to enter upon the Property to enforce any provisions of this document; provided however, that this instrument does not create public access to any portion of the Property. The mention of any remedies in this document does not limit Grantee's right to any other remedies.

compliance with applicable land use laws and regulations. Grantor shall maintain the Property.

including any such improvements, in a neat, safe and clean condition.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this 2 day of Fibrung 2014

Grantor:

94 Hundred Shea, LLLP,

a Delaware limited liability limited partnership

By: TJP Shea, Inc., its General Partner

65826v4 (rev. 07/08)

Page 1 of 2

Jeet Sidhu, President

State of Arizona	) ) ss.		
County of Maricopa	)		
This document was	acknowledged before me thisfor and on behalf of	21 day of February TSP Shew Inc.	, 20 <u>//</u> _, by 
		all_	
My commission expir	es:	NOTARY PUBLI	C
Wan Expiri-	<del>.</del>	MURRAY A. BRA P.O. BOX 11140 PHONI 2010 - 1055 WEST GEORG VANCOUVER, B.C. V SOLICITOR	E 682-6821 SIA STREET
State of Arizona  County of Maricopa	) ) ss. )		
This document was a	acknowledged before me this for and on behalf of _	day of	20 by
My commission expir	es:	NOTARY PUBLI	С

65826v4 (rev. 07/08) (Add additional sheets of signatures and acknowledgments if necessary.) Page 2 of 2

#### **Consent of Lien Holder**

Wells Fargo Bank, National Association as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13 Commercial Mortgage Pass-Through Certificates Series 2013-C13 ("Lien Holder"), is the current holder of a Deed of Trust dated May 29, 2013 as recorded in Instrument No. 2013-0489802, hereby consents to the grant of the foregoing Easement by 94 Hundred Shea LLLP to City of Scottsdale and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Easement.

SIGNED AND EXECUTED this 13th Day of Horsey 2014.

Wells Fargo Bank, National Association as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13 Commercial Mortgage Pass-Through Certificates Series 2013-C13

By: Midland Loan Services, a division of PNC Bank, National Association, its Master Servicer and attorney-in-fact

Name: Gregory L. McFarland Title: Senior Vice President

STATE of Kansas

COUNTY of Johnson

BEFORE ME, the undersigned authority, on this day personally appeared Gregory L. McFarland, of Midland Loan Services, a division of PNC Bank, National Association the Master Servicer and Attorney in Fact for Wells Fargo Bank, National Association as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13 Commercial Mortgage Pass-Through Certificates Series 2013-C13 known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

13th Day of February 2014.

NOTARY PUBLIC - State of Kenses SHAWNA M. GODDARD
My Appt. Exp. 11/30/15

Notary Public State of Kansas

My commission expires: 11/30/15

# EXHIBIT "A" LEGAL DESCRIPTION SCENIC CORRIDOR EASEMENT DEDICATION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

**COMMENCING** AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, LOCATING THE NORTHEAST CORNER OF SAID SECTION 30 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 89°59'24" WEST, 2642.28 FEET, BEING A BRASS CAP IN HANDHOLE:

THENCE SOUTH 89°59'24" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1321.14 FEET;

THENCE SOUTH 00°05'25" EAST, FOR A DISTANCE OF 131.79 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°05'25" EAST, FOR A DISTANCE OF 44.70 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 63°34'43" WEST, FOR A RADIAL DISTANCE OF 115.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 21°03'59", FOR AN ARC LENGTH OF 42.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WHOSE CENTER BEARS SOUTH 38°09'11" WEST, FOR A RADIAL DISTANCE OF 405.28 FEET;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 50°52'43", FOR AN ARC LENGTH OF 359.89 FEET, TO A NON-TANGENT POINT;

THENCE SOUTH 00°12'09" EAST, FOR A DISTANCE OF 8.01 FEET;

THENCE SOUTH 89°55'56" WEST, FOR A DISTANCE OF 17.73 FEET;

THENCE NORTH 00°00'36" WEST, FOR A DISTANCE OF 17.53 FEET;

THENCE SOUTH 89°59'24" WEST, FOR A DISTANCE OF 89.44 FEET;

THENCE SOUTH 00°00'36" EAST, FOR A DISTANCE OF 27.52 FEET;

PAGE 1 OF 2

THENCE SOUTH 89°59'24" WEST, FOR A DISTANCE OF 27.87 FEET;

THENCE NORTH 00°05'25" WEST, FOR A DISTANCE OF 86.56 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID SHEA BOULEVARD;

THENCE NORTH 89°59'24" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 283.90 FEET;

THENCE SOUTH 84°30'46" EAST, FOR A DISTANCE OF 22.29 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE CENTER BEARS NORTH 05°20'32" EAST, FOR A RADIAL DISTANCE OF 313.00 FEET;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 5°20'32", FOR AN ARC LENGTH OF 29.18 FEET, TO A NON-TANGENT POINT:

THENCE NORTH 89°59'24" EAST, FOR A DISTANCE OF 85.11 FEET;

THENCE SOUTH 51°48'24" EAST, FOR A DISTANCE OF 9.58 FEET:

THENCE SOUTH 59°22'04" EAST, FOR A DISTANCE OF 16.27 FEET;

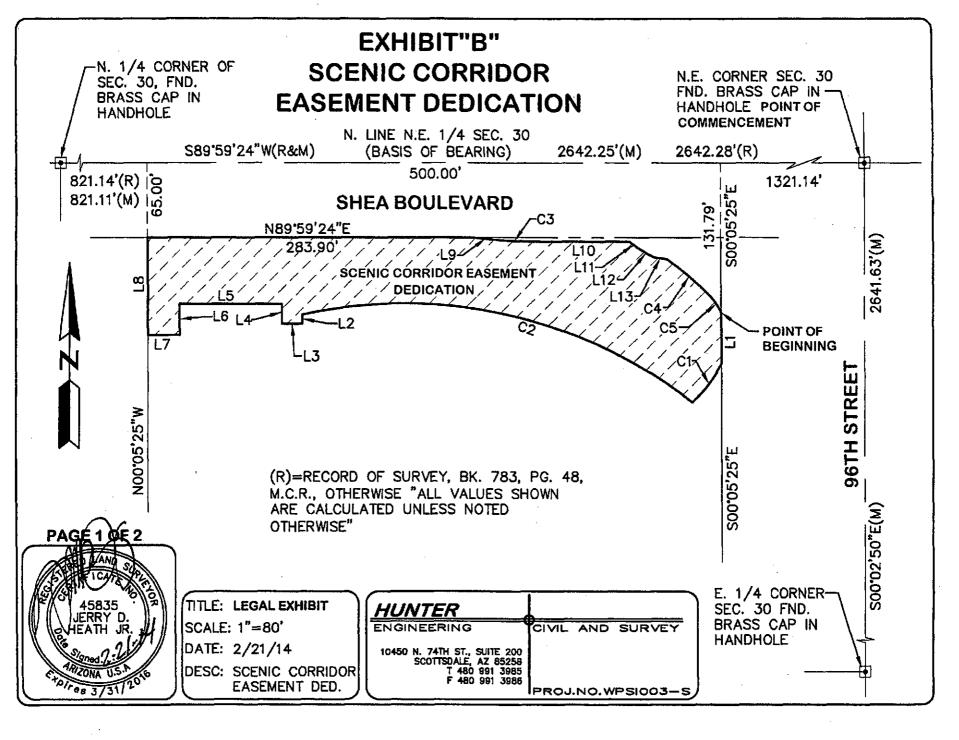
THENCE SOUTH 83°03'57" EAST, FOR A DISTANCE OF 10.91 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 35°20'26" WEST, FOR A RADIAL DISTANCE OF 245.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 11°40'43", FOR AN ARC LENGTH OF 49.94 FEET, TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°54'21", FOR AN ARC LENGTH OF 17.98 FEET, TO THE **POINT OF BEGINNING**.

SAID SCENIC CORRIDOR EASEMENT CONTAINS 0.843 ACRES (36,738 S.F.) MORE OR LESS.

**EXPIRES 3/31/2016** 



# 20140122997

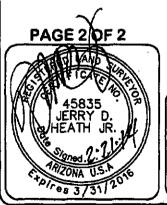
# EXHIBIT"B" SCENIC CORRIDOR EASEMENT DEDICATION

#### LINE TABLE:

LINE	BEARING	LENGTH
L1	S00'05'25"E	44.70'
L2	S0012'09"E	8.01'
L3	S89*55'56"W	17.73
L4	N00°00'36"W	17.53
L5	S89'59'24"W	89.44
L6	S00°00'36"E	27.52
L7_	S89°59'24"W	27.87'
L8_	N00'05'25"W	86.56
L9	S84'30'46"E	22.29'
L10	N89*59'24"E	85.11'
L11	S51'48'24"E	9.58'
L12	S59'22'04"E	16.27'
L13	S83'03'57"E	10.91'
_		

#### **CURVE TABLE:**

CURVE	RADIUS	LENGTH	DELTA
C1	115.50'	42.47	21'03'59"
C2	405.28	359.89'	50'52'43"
C3	313.00	29.18'	5'20'32"
C4	245.00'	49.94	11'40'43"
C5	54.50°	17.98'	18*54'21"



TITLE: LEGAL EXHIBIT

SCALE: 1"=80'

DATE: 2/21/14

DESC: SCENIC CORRIDOR EASEMENT DED.

10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986

HUNTER

CIVIL AND SURVEY

PROJ.NO.WPS1003-S

NGINEERING

#### **CLOSURE: SCENIC CORRIDOR EASEMENT**

North: 4998.0882 East: 4999.7040

Course: S 89-59-24 W Distance: 1321.14

Course: S 00-05-25 E Distance: 131.79

North: 4866.0720 East: 3678.7720

Course: S 00-05-25 E Distance: 44.70

North: 4821.3689 East: 3678.8425

Arc Length: 42.47 Radius: 115.50 Delta: 21-03-59
Tangent: 21.48 Chord: 42.23 Ch Course: S 36-57-16 W

Course In: N 63-34-43 W Out: S 42-30-45 E

Arc Length: 359.89 Radius: 405.28 Delta: -50-52-43

Tangent: 192.78 Chord: 348.18 Ch Course: N 77-17-10 W

Course In: \$ 38-09-11 W Out: N 12-43-31 W

Course: S 89-55-56 W Distance: 17.73 North: 4856.2176 East: 3296.1123

Course: N 00-00-36 W Distance: 17.53

North: 4873.7516 East: 3296.1092

Course: S 89-59-24 W Distance: 89.44

North: 4846.2201 East: 3206.6745

Course: S 89-59-24 W Distance: 27.87

North: 4846.2153 East: 3178.8027 Course: N 00-05-25 W Distance: 86.56

North: 4932.7735 East: 3178.6661

Course: N 89-59-24 E Distance: 283.90

North: 4932.8225 East: 3462.5636 Course: S 84-30-46 E Distance: 22.29

North: 4930.6910 East: 3484.7531

Arc Length: 29.18 Radius: 313.00 Delta: -5-20-32 Tangent: 14.60 Chord: 29.17 Ch Course: S 87-19-44 E

Course In: N 05-20-32 E Out: S 00-00-00 E

Course: S 51-48-24 E Distance: 9.58
North: 4923.4254 East: 3606.5313

#### 20140122997

Course: S 59-22-04 E

Distance: 16.27

North: 4915.1366

East: 3620.5290

Course: S 83-03-57 E

Distance: 10.91

North: 4913.8189

East: 3631.3633

Arc Length: 49.94

Radius: 245.00

Delta: 11-40-43

Tangent: 25.06

Chord: 49.85 Ch Course: S 48-49-12 E Course In: S 35-20-26 W Out: N 47-01-09 E

Ctr North: 4713.9656

East: 3489.6465

End North: 4880.9954

East: 3668.8839

Arc Length: 17.98

Radius: 54.50

Delta: 18-54-21

Tangent: 9.07

Chord: 17.90 Ch Course: S 33-31-40 E

Course In: S 47-01-09 W

Out: N 65-55-30 E

Ctr North: 4843.8398

East: 3629.0128

End North: 4866.0720

East: 3678.7720

Course: N 84-17-34 E

Distance: 1327.51

North: 4998.0882

East: 4999.7040

Perimeter: 4027.32

Area: 50316.67

1.16 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.000

Course: S 90-00-00 E

Precision 1: 4027324003.49

**EXPIRES 3-31-2016** 

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20140122973 02/26/2014 11:16
ELECTRONIC RECORDING

27781-10-1-1-- ramirezp

#### WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
(Andrew Chi
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value under A.R.S. § 11-1134(A)(2, 3)



CITY OF SCOTTSDALE
PUBLIC NON-MOTORIZED ACCESS EASEMENT

G30-PA-2012 Project No. <u>217-36-001M</u>

a.s. <u>28-50</u>

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received 94 Hundred Shea, LLLP (collectively "Grantor") does hereby grant to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is for all forms of non-motorized transportation together with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, modification and replacement from time to time of improvements related thereto.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this 21 day of Febru 2014.

Grantor:

94 Hundred Shea, LLLP,

a Delaware limited liability limited partnership

By: TJP Shea, Inc., its General Partner

Jeet Sidhu, President

56016v5 (rev. 5/08)

State of Arizona ) ) ss.	
County of Maricopa )	
This document was acknowledged before me this 21 day of the for and on behalf of the formal for the formal	Februs, 2014, by
· -	NOTARY PUBLIC
My commission expires:	
non-expiring	MURRAY A. BRAATEN P.O. BOX 11140 PHONE 682-6821 2010 - 1055 WEST GEORGIA STREET VANCOUVER, B.C. V6E 3P3 SOLICITOR
State of Arizona ) ss.	
County of Maricopa )	
This document was acknowledged before me this day of for and on behalf of	, 20, by
My commission expires:	NOTARY PUBLIC

56016v5 (rev. 5/08) (Add additional sheets of signatures and acknowledgments if necessary.) Page 2 of 2

#### Consent of Lien Holder

Wells Fargo Bank, National Association as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13 Commercial Mortgage Pass-Through Certificates Series 2013-C13 ("Lien Holder"), is the current holder of a Deed of Trust dated May 29, 2013 as recorded in Instrument No. 2013-0489802, hereby consents to the grant of the foregoing Easement by 94 Hundred Shea LLLP to City of Scottsdale and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Easement.

SIGNED AND EXECUTED this 13th Day of Jahrany 2014.

Wells Fargo Bank, National Association as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13 Commercial Mortgage Pass-Through Certificates Series 2013-C13

By: Midland Loan Services, a division of PNC Bank, National Association, its Master Servicer and attorney-in-fact

STATE of Kansas

COUNTY of Johnson

BEFORE ME, the undersigned authority, on this day personally appeared Gregory L. McFarland, of Midland Loan Services, a division of PNC Bank, National Association the Master Servicer and Attorney in Fact for Wells Fargo Bank, National Association as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13 Commercial Mortgage Pass-Through Certificates Series 2013-C13 known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

13th Day of February 2014.

NOTARY PUBLIC - State of Kenses SHAWNA M. GODDARD My Apple Exp. 112015

Notary Public State of Kansas

My commission expires: 11/30/15

# EXHIBIT "A" LEGAL DESCRIPTION PUBLIC NON-MOTORIZED ACCESS EASEMENT DEDICATION PART "A"

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

**COMMENCING** AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, LOCATING THE NORTHEAST CORNER OF SAID SECTION 30 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 89°59'24" WEST, 2642.28 FEET, BEING A BRASS CAP IN HANDHOLE;

THENCE SOUTH 89°59'24" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1821.14 FEET;

THENCE SOUTH 00°05'25" EAST, FOR A DISTANCE OF 65.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHEA BOULEVARD AND THE **POINT OF BEGINNING:** 

THENCE NORTH 89°59'24" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 141.43 FEET, TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**:

THENCE SOUTH 77°29'32" WEST, FOR A DISTANCE OF 6.84 FEET;

THENCE SOUTH 76°41'54" WEST, FOR A DISTANCE OF 10.52 FEET;

THENCE SOUTH 76°04'16" WEST, FOR A DISTANCE OF 8.82 FEET:

THENCE SOUTH 75°37'27" WEST, FOR A DISTANCE OF 10.84 FEET;

THENCE SOUTH 75°09'29" WEST, FOR A DISTANCE OF 12.94 FEET;

THENCE SOUTH 74°45'35" WEST, FOR A DISTANCE OF 12.06 FEET;

THENCE SOUTH 74°25'24" WEST, FOR A DISTANCE OF 16.95 FEET:

THENCE SOUTH 74°27'14" WEST, FOR A DISTANCE OF 19.15 FEET;

THENCE SOUTH 75°45'03" WEST, FOR A DISTANCE OF 17.00 FEET;

THENCE SOUTH 78°00'33" WEST, FOR A DISTANCE OF 13.91 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE CENTER BEARS NORTH 11°00'28" WEST, FOR A RADIAL DISTANCE OF 87.60 FEET:

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 8°49'05", FOR AN ARC LENGTH OF 13.48 FEET, TO A NON-TANGENT POINT:

THENCE SOUTH 89°28'06" WEST, FOR A DISTANCE OF 3.01 FEET;

THENCE NORTH 00°05'25" WEST, FOR A DISTANCE OF 33.51 FEET, TO THE **POINT OF BEGINNING**.

# PUBLIC NON-MOTORIZED ACCESS EASEMENT DEDICATION PART "B"

COMMENCING AT THE AFOREMENTIONED POINT "A";

THENCE NORTH 89°59'24" EAST, ALONG THE SOUTH LINE OF SAID SHEA BOULEVARD, FOR A DISTANCE OF 132.02 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°59'24" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 159.02 FEET:

THENCE SOUTH 58°00'51" EAST, FOR A DISTANCE OF 28.55 FEET:

THENCE SOUTH 35°20'26" WEST, FOR A DISTANCE OF 6.09 FEET:

THENCE NORTH 83°03'57" WEST, FOR A DISTANCE OF 11.72 FEET;

THENCE NORTH 59°22'04" WEST, FOR A DISTANCE OF 16.54 FEET;

THENCE NORTH 51°48'24" WEST, FOR A DISTANCE OF 9.30 FEET;

THENCE SOUTH 89°59'24" WEST, FOR A DISTANCE OF 84.76 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 00°00'00" EAST, FOR A RADIAL DISTANCE OF 314.00 FEET;

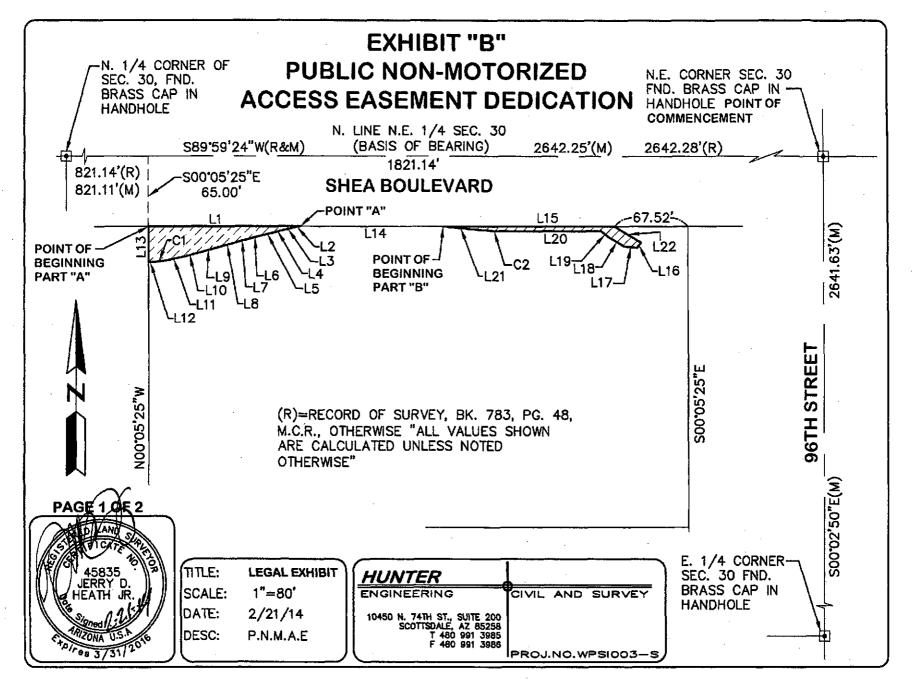
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 5°20'33", FOR AN ARC LENGTH OF 29.28 FEET, TO A NON-TANGENT POINT;

#### 20140122973

THENCE NORTH 84°30'46" WEST, FOR A DISTANCE OF 32.68 FEET, TO THE **POINT OF BEGINNING**;

SAID SIDEWALK EASEMENTS CONTAINS A TOTAL OF 0.079 ACRES (3,453 S.F.), MORE OR LESS.

EXPIRES 3/31/2016



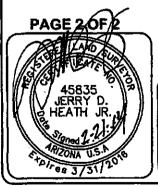
### **EXHIBIT "B" PUBLIC NON-MOTORIZED ACCESS EASEMENT DEDICATION**

#### LINE TABLE:

-111	MULL.	
LINE	BEARING	DISTANCE
L1	N89'59'24"E	141.43'
L2	S77'29'32"W	6.84'
L3	S76'41'54"W	10.52'
L4	S76°04'16"W	8.82'
L5	S75'37'27"W	10.84
L6	S75'09'29"W	12.94'
L7	S74*45'35"W	12.06'
L8	S74*25'24"W	16.95'
L9	S74'27'14"W	19.15'
L10	S75'45'03"W	17.00'
L11	S78'00'33"W	13.91
L12	S89*28'06"W	3.01
L13	N00'05'25"W	33.51'
L14	N89'59'24"E	132.02'
L15	N89'59'24"E	159.02'
L16	S35'20'26"W	6.09'
L17	N83°03'57"W	11.72
L18	N59°22'04"W	16.54
L19	N51°48'24"W	9.30'
L20	S89'59'24"W	84.76
L21	N84*30'46"W	32.68'
L22	S58'00'51"E	28.55'

#### **CURVE TABLE:**

1	CURVE	RADIUS	LENGTH	DELTA
1	C1	87.60'	13.4 <u>8</u> ′	8*49'05"
•	C2	314,00'	29.28'	5*20'33"



**LEGAL EXHIBIT** (TITLE:

1"=80' SCALE:

DATE: 2/21/14

DESC: P.N.M.A.E. **HUNTER** 

ENGINEERING

10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986

CIVIL AND SURVEY

PROJ.NO:WPS1003-S

#### 20140122973

#### PUBLIC NON-MOTORIZED ACCESS EASEMENT CLOSURE REPORT

#### PART "A"

North: 939414.8723 East: 711171.3710 Line Course: N 89-59-24 E Length: 141.43

North: 939414.8970 East: 711312.8010

Line Course: S 77-29-32 W Length: 6.84

North: 939413.4156 East: 711306.1233

Line Course: S 76-41-54 W Length: 10.52

Line Course: S 76-04-16 W Length: 8.82

North: 939408.8721 East: 711287.3249

Line Course: S 75-37-27 W Length: 10.84

North: 939406.1807 East: 711276.8243

Line Course: S 75-09-29 W Length: 12.94

North: 939402.8661 East: 711264.3161

Line Course: S 74-45-35 W Length: 12.06

North: 939399.6959 East: 711252.6802

Line Course: S 74-25-24 W Length: 16.95

North: 939395.1444 East: 711236.3527

Line Course: S 74-27-14 W Length: 19.15

North: 939390.0119 East: 711217.9033

Line Course: S 75-45-03 W Length: 17.00

North: 939385.8275 East: 711201.4263

Line Course: S 78-00-33 W Length: 13.91

Curve Length: 13.48 Radius: 87.60 Delta: 8-49-05 Tangent: 6.75

Chord: 13.47 Course: S 83-24-05 W

Course In: N 11-00-28 W Course Out: S 02-11-23 E RP North: 939468.9259 East: 711171.0933

Line Course: S 89-28-06 W Length: 3.01

North: 939381.3620 East: 711171.4305

Line Course: N 00-05-25 W Length: 33.51

North: 939414.8719 East: 711171.3777

Perimeter: 320.48 Area: 2,538 sq. ft. 0.058 acres

Mapcheck Closure - (Uses listed courses,

radii, and deltas)

Precision 1: 47,829.85

45835 JERRY D. HEATH JR.

**EXPIRES 3/31/2016** 

#### 20140122973

#### PUBLIC NON-MOTORIZED ACCESS EASEMENT CLOSURE REPORT

Parcel name: PART "B"

North: 939414.9196 East: 711444.8294 Line Course: N 89-59-24 E Length: 159.02

North: 939414.9473 East: 711603.8494

Line Course: S 58-00-51 E Length: 28.55

North: 939399.8241 East: 711628.0649

Line Course: S 35-20-26 W Length: 6.09

North: 939394.8563 East: 711624.5422

Line Course: N 83-03-57 W Length: 11.72

North: 939396.2713 East: 711612.9079

Line Course: N 59-22-04 W Length: 16.54

North: 939404.6988 East: 711598.6760

Line Course: N 51-48-24 W Length: 9.30

North: 939410.4492 East: 711591.3669

Line Course: S 89-59-24 W Length: 84.76

North: 939410.4344 East: 711506.6069

Curve Length: 29.28 Radius: 314.00

Delta: 5-20-33 **Tangent: 14.65** 

Chord: 29.27 Course: N 87-19-44 W

Course In: N 00-00-00 E Course Out: S 05-20-33 W

RP North: 939724,4344 East: 711506.6069 End North: 939411.7984 East: 711477.3706

Line Course: N 84-30-46 W Length: 32,68

North: 939414.9234 East: 711444.8403

Perimeter: 377.95 Area: 915 sq. ft. 0.021 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0116

Course: N 70-43-46 E East: 0.01097

Error North: 0.00384

Precision 1: 32,581.03



**EXPIRES 3/31/2016** 

#### INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

#### THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



#### COMMITMENT FOR TITLE INSURANCE

#### **ISSUED BY**

First American Title Insurance Company through its Division

### First American Title Insurance Company

#### **TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY	on the following page
COMMITMENT DATE	
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	
INTEREST IN THE LAND	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND	
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	
REQUIREMENTS (Standard)	
REQUIREMENTS (Continued)	
CONDITIONS	

#### YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

#### **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

#### **SCHEDULE B - EXCEPTIONS**

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

#### Part One: (for use with 2006 ALTA policies)

- 1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 matters excepted under (a), (b), or (c) are shown by the Public Records.

#### Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

## REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

#### CONDITIONS

#### 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

#### comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

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



# The First American Corporation

#### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

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

#### **Applicability**

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

#### Types of Information

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

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

#### **Use of Information**

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

#### **Former Customers**

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

#### **Confidentiality and Security**

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

c2001 The First American Corporation - All Rights Reserved

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

#### **SCHEDULE A**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Cathy Criner at** (602)567-8100

Effective Date: September 24, 2013 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$12,240,000.000

Proposed Insured: City of Scottsdale

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple as to Parcel Nos. 1 an 2 and easement as to Parcel Nos. 3 and 4 and title thereto is at the effective date hereof vested in:

94 Hundred Shea, LLLP, a Delaware limited liability limited partnership

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

City of Scottsdale

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

#### SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Cyndi Allison @ (602)567-8100/callison@firstam.com.

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

#### **EXHIBIT "A"**

#### PARCEL NO. 1:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF 96TH STREET AND SHEA BOULEVARD MARKING THE NORTHEAST CORNER OF SAID SECTION 30, FROM WHICH A BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF 92ND STREET AND SHEA BOULEVARD MARKING THE NORTH QUARTER OF SAID SECTION 30 BEARS SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST 2642.28 FEET SAID LINE BEING NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, AND THE BASIS FOR THE BEARINGS IN THE DESCRIPTION:

THENCE SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE 1321.14 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST 65.00 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST 490.84 FEET;

THENCE SOUTH 59 DEGREES 59 MINUTES 23 SECONDS WEST 346.13 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST 200.00 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST 664.19 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID PARALLEL LINE 500.00 FEET TO THE POINT OF BEGINNING.

#### PARCEL NO. 2:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN A HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 30, FROM WHICH A FOUND BRASS CAP IN A HAND HOLE AT THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST, 2642.27 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 1321.14 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, 555.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, 608.24 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, 300.00 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST, 435.60 FEET;

THENCE NORTH 59 DEGREES 59 MINUTES 23 SECONDS EAST, 346.13 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS SET FORTH IN EASEMENT AGREEMENT RECORDED APRIL 04, 2013 AS 2013-0306840 OF OFFICIAL RECORDS.

PARCEL NO. 4

PUBLIC ACCESS EASEMENT AS SET FORTH ON MAP OF DEDICATION FOR MOUNTAIN VIEW PARK RECORDED IN BOOK 630 OF MAPS, PAGE 20, OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA.

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

#### **SCHEDULE B**

#### **PART TWO:**

- 1. Second installment of 2013 taxes, a lien, payable on or before March 1, 2014, and delinquent May 1, 2014.
- 2. Any charge upon said land by reason of its inclusion in McCormick Ranch Property Owners Association.
- 3. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 9148, Page 706, recorded as Docket 12749, Page 676 and recorded as Docket 14056, Pages 1401 and 1404, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 4. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 13819, Page 85, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 5. The terms and provisions contained in the document entitled "Easement Agreement" recorded April 04, 2013 as 2013-306840 of Official Records.
- All matters as set forth in City of Scottsdale Lot Split Approval, recorded May 22, 2003 as 2003-0652111 of Official Records.
- 7. All matters as set forth in Survey Map, recorded as Book 783 of Maps, Page 48, as shown on Survey dated April 25, 2013 by Hunter Engineering, last revised on May 23, 2013 (the "Survey").
- 8. All matters as set forth in Survey Map, recorded as Book 783 of Maps, Page 49, as shown on Survey dated April 25, 2013 by Hunter Engineering, last revised on May 23, 2013 (the "Survey").
- 9. All matters as set forth in Waiver of Right to Make a Claim Under Proposition 207, recorded December 06, 2012 as 2012-1107894 of Official Records.
- 10. An easement for public utility and incidental purposes in the document recorded as Docket 14132 and Page 343 and recorded as Docket 14132, Page 345, as shown on Survey dated April 25, 2013 by Hunter Engineering, last revised on May 23, 2013 (the "Survey").
- 11. An easement for transmission, distribution of electricity and incidental purposes in the document recorded as 2006-1216729 of Official Records, as shown on Survey dated April 25, 2013 by Hunter Engineering, last revised on May 23, 2013 (the "Survey").

- 12. An easement for gas pipeline or pipelines and incidental purposes in the document recorded as 2007-0050921 of Official Records, as shown on Survey dated April 25, 2013 by Hunter Engineering, last revised on May 23, 2013 (the "Survey").
- 13. Easements set forth on Map of Dedication recorded in Book 630 of Maps, Page 20.

**End of Schedule B** 

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

#### **REQUIREMENTS:**

- Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith.
   See note at end of this section for details.
- 2. Pay first half of 2013 taxes.

NOTE: Taxes are assessed in the total amount of \$198,827.74 for the year 2013 under Assessor's Parcel No. 217-36-001M 4.

(Affects a portion of Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$884.82 for the year 2013 under Assessor's Parcel No. 217-36-001N 3.

(Affects a portion of Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$35,079.34 for the year 2013 under Assessor's Parcel No. 217-36-001P 1.

(Affects Parcel No. 2)

- 3. Proper evidence showing that all assessments due and payable, levied by McCormick Ranch Property Owners Association, have been paid to and including the closing date of this transaction.
- 4. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$12,240,000.00, recorded May 29, 2013 as 2013-0489802 of Official Records.

Dated:

May 29, 2013

Trustor:

94 Hundred Shea, LLLP, a Delaware limited liability limited partnership

Trustee:

First American Title Insurance Company, a California corporation

Beneficiary:

Redwood Commercial Mortgage Corporation, a Delaware corporation

The beneficial interest in the Deed of Trust was assigned to Wells Fargo Bank, National Association, as trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13, Commercial Mortgage Pass-Through Certificates, Series 2013-C13 by Assignment recorded August 01, 2013 as 2013-0704386 of Official Records.

An Assignment of Leases and Rents recorded May 29, 2013 as 2013-0489803 of Official Records, as additional security for the payment of the indebtedness secured by the Deed of Trust recorded May 29, 2013 as 2013-0489802 of Official Records.

NOTE: Assignment of Assignment of Leases and Rents recorded August 01, 2013 as 2013-0704387 of Official Records.

5. Record full Release of a financing statement recorded June 05, 2013 as 2013-0514107 of Official Records.

Debtor:

94 Hundred Shea, LLLP, a Delaware limited liability limited partnership

Secured Party:

Redwood Commercial Mortgage Corporation

Commercial code financing statement recorded August 01, 2013 as 2013-0704388 of Official Records, assigning interest of the secured party to Wells Fargo Bank, National Association, as trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-C13, Commercial Mortgage Pass-Through Certificates, Series 2013-C13.

- Furnish a copy of the Partnership Agreement of 94 Hundred Shea, LLLP, a limited liability limited partnership, together with any amendments thereto.
- 7. Record Warranty Deed from 94 Hundred Shea, LLLP, a Delaware limited liability limited partnership to Buyer(s).

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

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

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

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. □33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

#### **End of Requirements**









#### Chi, Andrew

From:

Chi. Andrew

Sent:

Wednesday, February 19, 2014 5:34 PM

To:

'HOWARD WEISS'; Glen Harris; Jeet Sidhu

Cc:

Chi, Andrew

Subject:

94 Hundred Shea Scenic Corridor & Public Non-Motorized Access Easements Final

Steps

Attachments:

94 Hundred SCE Dedication.pdf; 94 Hundred PNMAE Dedication.pdf; COPY 630-

PA-2012 PNMAEasement\_FINAL (12.11.12).pdf; COPY 630-PA-2012

ScenicCorridorEasement\_FINAL (12.11.12).pdf; FW: Word Version of Consent Re: 94

Hundred Shea, LLLP - Easements with City of Scottsdale, Arizona

Good Afternoon Howard, Glen and Jeet,

A courier dropped-off the Consent of Lien Holder forms (2) for the Scenic Corridor and Public Non-Motorized Access easements this afternoon. I read through both documents and the language for both forms are sufficient for recordation, and I thank you for taking care of that. Here are the next steps:

## Next Steps (Please Follow Directions):

Owner (94 Hundred Shea LLLP) signs and notarizes the following forms (if the ownership already signed the forms, I need the original copies – no faxes or low quality originals – dropped-off here at the City of Scottsdale One Stop Shop addressed to my attention):

- a. Scenic Corridor Dedication (also attached as a PDF):
   <a href="http://www.scottsdaleaz.gov/Assets/Public+Website/bldgresources/dedication+forms/scencorr.pdf">http://www.scottsdaleaz.gov/Assets/Public+Website/bldgresources/dedication+forms/scencorr.pdf</a>
- b. Public Non-Motorized Access Dedication (also attached as a PDF):
   http://www.scottsdaleaz.gov/Assets/Public+Website/bldgresources/dedication+forms/Public Non Mot orized Access.pdf.
- c. Do not fill-out the "Project No." or "Q.S." I will fill those in myself once the originals are dropped-off to my attention.
- d. Important: Please make sure the owner dedication forms are free of marker highlights, pen/pencil underlines, ink smears, and be sure the margins are clear the Maricopa County Recorder's Office will reject the documents if they find any discrepancies.

V2.

Please provide the following ORIGINAL dockets (PDF copies are attached for reference), signed and dated by Jerry D. Heath Jr., Registered Land Surveyor:

- a. Scenic Corridor Easement Dedication Legal, Graphic and Closure Calculations (Sealed, Signed, and Dated 12/11/12).
- b. Public Non-Motorized Access Easement Dedication Legal, Graphic & Closure Calculations (Sealed, Signed, and Dated 12/11/12).

V3.

Print THIS e-mail out and provide all requested documents addressed to me. It can either be dropped-off or mailed to me (address below).

- 4. I will drop the forms off at our Records Department, and Records will record both easement exhibits (SCE and PNMAE) + both owner dedication forms + and both consent of lien holder forms.
- **5.** Once all easement have been recorded and approved by the county, I can issue a <u>STAFF APPROVAL LETTER</u> within a week of recordation and approve the two mid-size monument signs for 94 Hundred Shea.
- 6. The sign contractor can then submit the sign permit application for final review and permits (7 day review).

Randy Nussbaum Gregory P. Gillis Dean M. Dinner Howard J. Weiss Scott J. Richardson David A. McCarville David W. Lunn John E. Parzych Suzanne L. Diaz Scott R. Weiner



14850 N. Scottsdale Road, Suite 450 Scottsdale, AZ 85254

> T 480.609.0011 F 480.609.0016 www.ngdlaw.com

Of Counsel Robert S. Baran Geoffrey M. Khotim Steven A. Cohen

February 19, 2014

# HAND DELIVERY

Andrew Chi, Associate Planner City of Scottsdale Planning, Neighborhood & Transportation Division 7447 E. Indian School Road, #105 Scottsdale, AZ 85251

Re:

94 Hundred Shea, LLLP-Easements with City of Scottsdale, Arizona

Consents of Lien Holder

Dear Andrew:

Enclosed please find two (2) originally executed Consents of Lien Holder on behalf of Wells Fargo Bank regarding the matter referenced above.

Please email me to confirm that you received these documents and that they are acceptable to the City of Scottsdale.

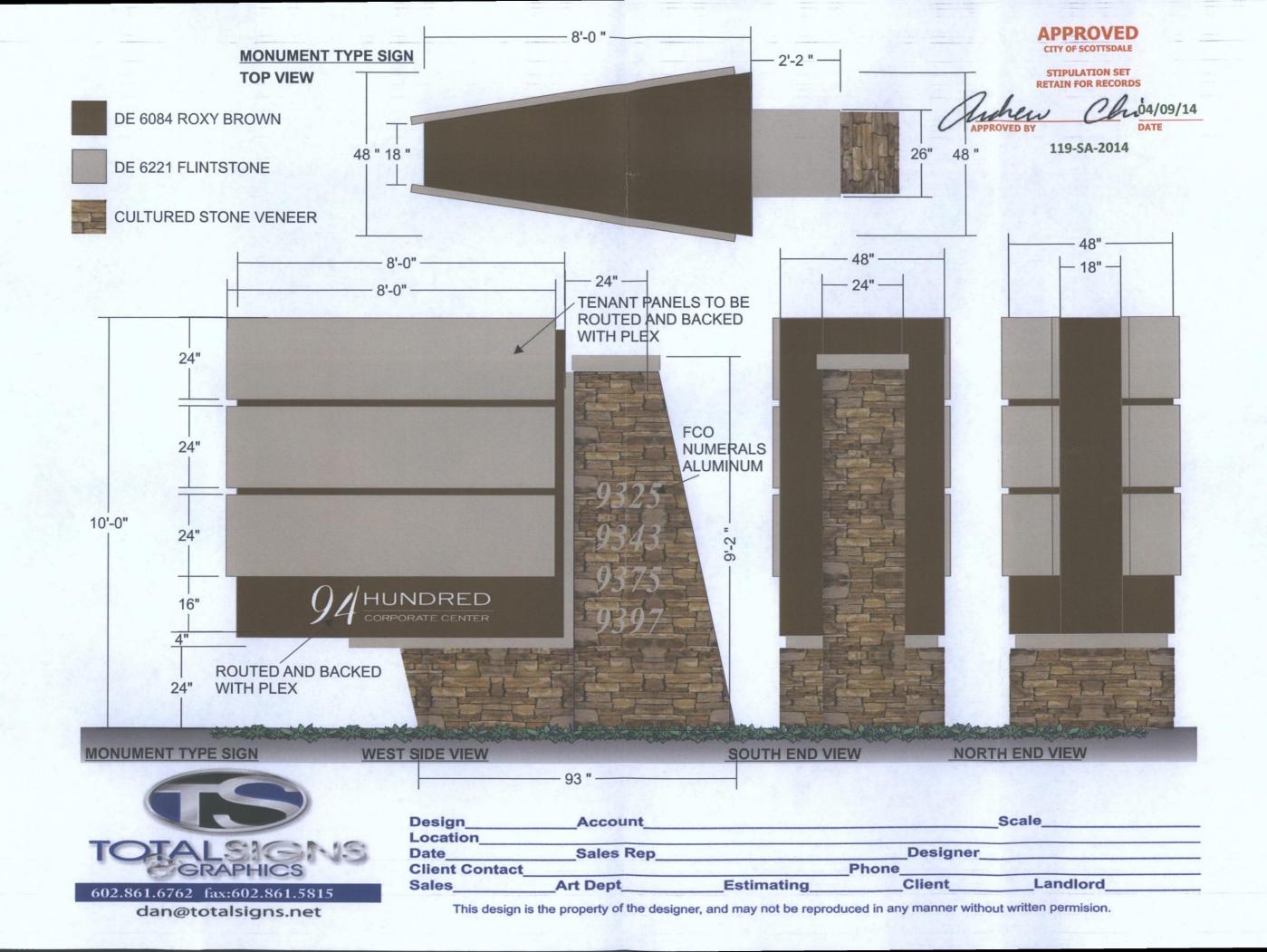
Sincerely,

NUSSBAUM GILLIS & DINNER, P.C.

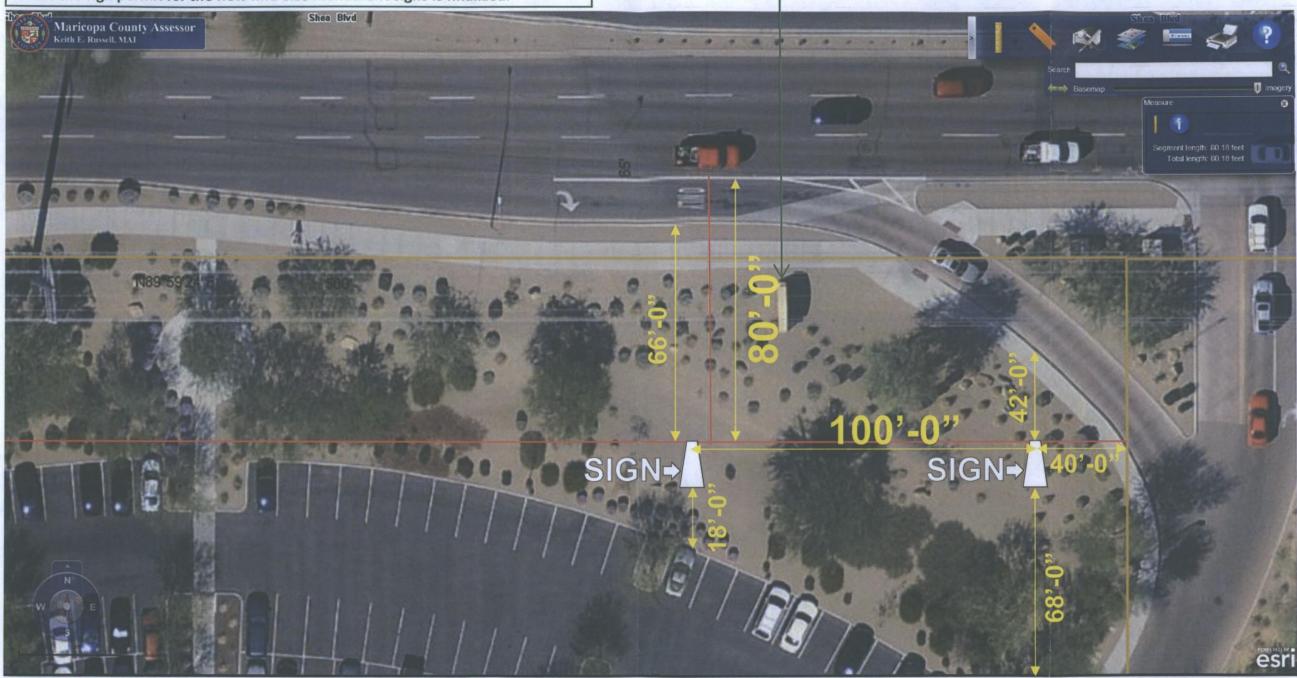
Howard J. Weiss, Esq.

bp

Enclosure



Sitpulation #7: The existing 94 Hundred Shea Scenic Corridor Monument Sign along E. Shea Blvd. (approved under Plan Number 6513-07) shall be completely removed before the sign permit for the new mid-size monument signs is finalized.





CORPORATE at 94 HUNDRED

**APPROVED** 

CITY OF SCOTTSDALE

STIPULATION SET RETAIN FOR RECORDS

204/09/14

119-SA-2014

#### SCHEDULE "B" ITEMS:

- (1) TAXES FOR THE FULL YEAR OF 2011. (THE FIRST HALF IS DUE OCTOBER 1, 2011 AND IS DELINQUENT NOVEMBER 1, 2011. THE SECOND HALF IS DUE MARCH 1, 2012 AND IS DELINQUENT MAY 1, 2012.) (FIRST HALF NOW DELINQUENT AND INTEREST MUST BE ADDED.)
  (AFFECTS THE PARCEL BUT NOT THE SURVEY)
- (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  TAXES FOR THE FULL YEAR OF 2012.
  (THE FIRST HALF IS DUE OCTOBER 1, 2012 AND IS DELINQUENT NOVEMBER 1, 2012. THE SECOND HALF IS DUE MARCH 1, 2013 AND IS DELINQUENT MAY 1, 2013.)
- (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN DOCUMENT RECORDED IN DOCKET 9148, PAGE 706, RECORDED AS DOCKET 12749, PAGE 676 AND RECORDED AS DOCKET 14058, PAGES 1401 AND 1404, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
- CAFECTS THE PARCEL BUT NOT THE SURVEY)
  COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN DOCUMENT RECORDED IN DOCKET 13819, PAGE 85,
  BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR
  DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE
  EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS WOLATE 42 USC 3804(C).
- (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED JULY 14, 2000 AS 2000-0538396 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FINANCIAL OBLIGATION AGREEMENT" RECORDED JULY 05, 2005 AS 2005-0923688 OF OFFICIAL RECORDS.
- ALL MATTERS AS SET FORTH IN CITY OF SCOTTSDALE LOT SPLIT APPROVAL, RECORDED MAY 22, 2003 AS
- ALL MATTERS AS SET FORTH IN SURVEY MAP, RECORDED AS BOOK 783 OF MAPS, PAGE 48.
- (AS SHOWN ON THE SURVEY AS (R) DATA)
  ALL MATTERS AS SET FORTH IN SURVEY MAP, RECORDED AS BOOK 783 OF MAPS, PAGE 49.
- (0) AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 14132, PAGE 343 AND RECORDED AS DOCKET 14132, PAGE 345.
- (AS SHOWN ON THE SURVEY)

  AN EASEMENT FOR PUBLIC TRAILS AND SCENIC CORRIDORS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 95-0258605 OF OFFICIAL RECORDS.

  (AS SHOWN ON THE SURVEY)

  AN EASEMENT FOR TRANSMISSION, DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2008-1216729 OF OFFICIAL RECORDS.
- (AS SHOWN ON THE SURVEY)

  AN EASEMENT FOR A GAS PIPELINE OR PIPELINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2007-0050921 OF OFFICIAL RECORDS.

  (NO CENTERLINE DEFINED, BLANKET ESMT. OVER PARCELS 1 & 2)
- (NO CENTERINE DEFINED, BENNET VER FANCES 1 & 2)

  A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$2,000,000.00, AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED MAY 18, 2007 AS INSTRUMENT NO. 2007-082283 OF OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 07, 2007 AS 2007-0999251 OF OFFICIAL RECORDS.

DATED: MAY 17, 2007

TRUSTOR: 94TH AND SHEA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

TRUSTEE: AMERICAN HERITAGE TITLE AGENCY, INC., A COLORADO CORPORATION

BENEFICIARY: CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO CIBIC INC., A DELAWARE CORPORATION BY ASSIGNMENT RECORDED MAY 06, 2010 AS 2010-0385171 OF OFFICIAL RECORDS AND RE-RECORDED JULY 28, 2010 AS 2010-0642238 OF OFFICIAL RECORDS.

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE RECISTERED HOLDERS OF PMORGAN CHASE COMMERCIAL MORTGAGE SECURITIES THAT 2007—CBD19, COMMERCIAL MORTGAGE PASS—THROUGH CETHIFICATES, SERIES 2007—CIBC19. BY ASSIGNMENT RECORDED MAY 06, 2010 AS 2010—0385172 OF OFFICIAL RECORDS AND RE—RECORDED JALY 28, 2010 AS 2010—0462239 OF OFFICIAL

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO PMCC 2007-CIBC19 SHEA BOULEVARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED SEPTEMBER 27, 2010 AS 2010-0833582 OF OFFICIAL RECORDS.

A DOCUMENT RECORDED OCTOBER 06, 2010 AS 2010-0871845 OF OFFICIAL RECORDS PROVIDES THAT CRAIG K. WILLIAMS, ESQ. WAS SUBSTITUTED AS TRUSTEE UNDER THE DEED OF TRUST.

A NOTICE OF TRUSTEE'S SALE RECORDED OCTOBER 06, 2010 AS 2010-0871648 OF OFFICIAL RECORDS.

CANCELLATION OF NOTICE OF SALE RECORDED DECEMBER 10, 2010 AS 2010-1078277 OF OFFICIAL RECORDS.

- (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  (35)

  A DOCUMENT ENTITLED "ASSIGNMENT OF LEASES AND RENTS" RECORDED MAY 18, 2007 AS 2007—0582894 OF OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 07, 2007 AS 2007—0599252 OF OFFICIAL RECORDS, AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDESTEDNESS SECURED BY THE DEED OF TRUST RECORDED MAY 18, 2007 AS 2007—0592893 OF OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 07, 2007 AS 2007—0999251 OF OFFICIAL RECORDS.
  - THEREAFTER, ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS RECORDED SEPTEMBER 27, 2010 AS 2010-0833863 OF OFFICIAL RECORDS.

    (AFFECTS: THE PARCEL BUT NOT THE SURVEY)
- (AFFECTS: THE PARCEL BUT NOT THE SURVEY)

  A FINANCING STATEMENT RECORDED MAY 18, 2007 AS 2007-0582895 OF OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 07, 2007 AS 2007-0999253 OF OFFICIAL RECORDS.

DEBTOR: 94TH AND SHEA, LL.C., AN ARIZONA LIMITED LIABILITY COMPANY SECURED PARTY:

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY

ACCORDING TO THE PUBLIC RECORDS, THE SECURITY INTEREST OF THE SECURED PARTY WAS ASSIGNED TO CIBC INC., A DELAWARE CORPORATION BY DOCUMENT RECORDED SEPTEMBER 27, 2010 AS 2010-0833590 OF OFFICIAL RECORDS.

ACCORDING TO THE PUBLIC RECORDS, THE SECURITY INTEREST OF THE SECURED PARTY WAS ASSIGNED TO BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2007—CIBC19, COMMERCIAL MORTGAGE PASS—THROUGH CERTIFICATES SERIES 2007—CIBC19 BY DOCUMENT RECORDED SEPTEMBER 27, 2010 AS 2010—0833581 OF OFFICIAL RECORDS.

ACCORDING TO THE PUBLIC RECORDS, THE SECURITY INTEREST OF THE SECURED PARTY WAS ASSIGNED TO JAMPICE 2007-CIBCID SHEA BOULEVARD, LLC BY DOCUMENT RECORDED SEPTEMBER 27, 2010 AS 2010-0833584 OF OFFICIAL RECORDS.

- THE PARCEL BUT NOT THE SURVEY) (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  MECHANIC'S LIEN RECORDED APRIL 07, 2008 AS 2008—305603 OF OFFICIAL RECORDS AND THEREAFTER AMENDMENT RECORDED APRIL 22, 2008 AS 2008—355701 OF OFFICIAL RECORDS, HERNANDEZ COMPANIES, INC., (CLAIMANT)

  -VS— 94TH & SHEA LLC, (DEFENDANTS), IN THE AMOUNT OF \$25,399.00.
- (8) CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO.
  CY2008-024259, IN THE MATTER OF 94TH AND SHEA, LL.C., AN ARIZONA LUMTED LUBRILITY COMPANY, ET AL V.
  HERNANDEZ COMPANIES, INC., AN ARIZONA CORPORATION, AS DISCLOSED BY NOTICE OF LIS PENDENS FILED THE
  SUPERIOR COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECORDED IN 2008-0669158 OF THE PARCEL BUT NOT THE SURVEY)
- (2) MECHANIC'S LIEN RECORDED NOVEMBER 21, 2008 AS 2008-1002188 OF OFFICIAL RECORDS, S & H STEEL CO. INC. (CLAIMANT) -VS- 94TH AND SHEA, LLC, (DEFENDANTS), IN THE AMOUNT OF \$85,411.90.
- (AFFECTS THE PARCEL BUT NOT THE SURVEY)

  CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO. CY2008-030931, IN THE MATTER OF 94TH AND SHEA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ET AL Y. CAS ENTERPRISES, LLC, AS DISCLOSED BY MOTICE OF LIS PENDINGS PILED THE SUPPRIOR COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECORDED IN 2008-1046951 FO OFFICIAL RECORDS.
- MECHANIC'S LIEN RECORDED JANUARY 9, 2009 AS 2009-0020997 OF OFFICIAL RECORDS, FREEDOM GLASS, LLC, (CLAMANT) -VS- 94TH & SHEA, LLC, (DEFENDANTS), IN THE AMOUNT OF \$32,934.10.

# **ALTA/ACSM LAND TITLE SURVEY**

THOSE PORTIONS OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

#### LOT AREAS:

PARCEL NO. 1: 306,021 SQ.FT., OR 7.025 AC., MORE OR LESS PARCEL NO. 2: 156,575 SQ.FT., OR 3.594 AC., MORE OR LESS

### **PARKING SPACES:**

STANDARD (OPEN) PARKING SPACES = 315 SPACES STANDARD (COVERED) PARKING SPACES = 126 SPACES TOTAL STANDARD PARKING SPACES = 441 SPACES HANDICAPPED PARKING SPACES:
HANDICAPPED PARKING SPACES = 13 SPACES
VAN ACCESABLE PARKING SPACES = 3 SPACES

#### **LEGAL DESCRIPTION:**

PARCEL NO. 1:
A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP
3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND
MERDIDAN, MARICOPA COUNTY, ARIZONA BEING MORE DESCRIBED AS FOLLOWS:
COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF 96TH STREET AND SHEA BOULEVARD MARKING THE
NORTH-AST CORNER OF SAID SECTION 30, FROM WHICH A BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF 92ND
STREET AND SHEA BOULEVARD MARKING THE NORTH QUARTER OF SAID SECTION 30 BEARS SOUTH 89 DEGREES 59 MINUTES
24 SECONDS WEST 264-28 FEET SAID LINE BEING NORTH UNE OF THE NORTH-EAST QUARTER OF SAID SECTION 30, AND THE
BASIS FOR THE BEARINGS IN THE DESCRIPTION:
THENCE SOUTH 80 DEGREES 59 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE 1321.14 FEET;
THENCE SOUTH 50 DEGREES 59 MINUTES 25 SECONDS EAST 65.00 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL
WITH SAID NORTH LINE, AND THE POINT OF BEGINNING,
THENCE CONTINUING SOUTH 50 DEGREES 56 MINUTES 25 SECONDS WEST 364.13 FEET;
THENCE SOUTH 50 DEGREES 56 MINUTES 25 SECONDS WEST 364.15 FEET;
THENCE SOUTH 50 DEGREES 56 MINUTES 25 SECONDS WEST 306.19 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL
WITH THE NORTH LINE OF SAID NORTHWINES 22 SECONDS WEST 366.19 FEET;
THENCE NORTH 50 DEGREES 56 MINUTES 25 SECONDS WEST 664.19 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL
WITH THE NORTH LINE OF SAID NORTHWINES 24 SECONDS WEST 664.19 FEET TO A LINE 65.00 FEET TO THE POINT OF
BEGGINNION.

PARCEL NO. 2:
A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP IN A HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 30, FROM WHICH A
FOUND BRASS CAP IN A HAND HOLE AT THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89 DEGREES 59
MINUTES 24 SECONDS WEST, 2842.27 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 1321.14

FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, 555.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DECREES 05 MINUTES 25 SECONDS EAST, 608.24 FEET; THENCE SOUTH 69 DECREES 54 MINUTES 33 SECONDS WEST, 300.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS WEST, 435.60 FEET; THENCE NORTH 95 DEGREES 50 MINUTES 25 SECONDS WEST, 436.07 FEET; TO THE POINT OF BEGINNING.

### SURVEYOR'S CERTIFICATION:

TO: 94TH AND SHEA, LL.C., AN ARIZONA LIMITED LIABILITY COMPANY; LINE PARTHER, INC.; FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOHNTY ESTABLISHED AND ADDPTED BY ALTA, ACSM AND NSPS IN 2011, AND INCLUDES ITEMS 1,2,3,4,510, 11A,141,54.6 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE POSITIONAL UNCERTAINTES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 1685F (EFFECTIVE REVISED DATE SEPTEMBER 30, 2005), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X.

ZONE: X IS DEFINED AS AREAS OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, AREAS OF 1% ANNUAL CHANCE SHEET FLOW FLOODING WHERE THE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE STREAM FLOODING WHERE THE CONTRIBUTING DRAINING AREA IS LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE, INSURANCE PURCHASE IS NOT REQUIRED IN THESE ZONES.

#### NOTES:

ALL TITLE INFORMATION IS BASED ON A SPECIAL REPORT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-524753-SNANT, EFFECTIVE DATE: JANUARY 18, 2012.

2. THE UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON RECORDS PROVIDED BY THE RESPECTIVE UTILITY COMPANIES WITHOUT VERRICATION BY THE SURVEYOR; THEREFORE, NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE ABANDONED, NOR GUARANTEE TO THEIR EXACT LOCATION, PLEAS CALL "BLUE-STAKE" AT 602-263-100, PRIOR TO ANY EXCAVATION OR TO DETERMINE WHAT UTILITIES FOR THE OPERATION OF THE PROPERTY ARE AVAILABLE AT THE LOT LINES, EITHER FROM CONTIGUOUS PROPERTY OR ADJOINING STREETS.

3. BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF SOUTH 89°59'24" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE RECORD OF SURVEY, RECORDED IN BOOK 783, PAGE 48, AND RECORD OF SURVEY, RECORDED IN BOOK 783, PAGE 48, MARICOPA COUNTY RECORDS, ARIZONA.

5. USE OF THE INFORMATION, CONTAINED IN THIS ALT.A./A.C.S.M. LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED ("TITLE INSURANCE MATTERS"), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY HUNTER ENGINEERING, INC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHOR USE.

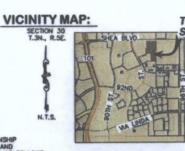
6. THE BUILDING LINES AND DIMENSIONS SHOWN DEPICT THE EXTERIOR BUILDING FOOTPRINT AT GROUND LEVEL BASED ON FIELD MEASUREMENTS. THIS INFORMATION IS INTENDED TO DEPICT THE GENERAL CONFIGURATION OF THE BUILDING AT GROUND LEVEL AND MAY OR MAY NOT BE THE EXACT DIMENSIONS OF THE BUILDING FOUNDATION. THE BUILDING SQUARE FOOTAGE SHOWN IS BASED ON THE EXTERIOR BUILDING FOOTPRINT AND IS NOT INTENDED TO REFLECT THE INTERIOR OR LEASEABLE AREA OF ANY BUILDING. THE BUILDING OFFSET DISTANCES SHOWN ARE TO ACTUAL BUILDING CORNERS.

7. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN

8. THERE IS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOULD WASTE DUMP, SUMP OR SANITARY LANDFILL

9. THERE IS NO EVIDENCE TO SUGGEST THAT THERE IS A CEMETERY OR BURIAL GROUNDS ON THESE PREMISES.

10. THERE IS A LACK OF RIGHT OF ACCESS TO AND FROM THE PARCELS.



THIS SITE

DRAWN BY: PJE CHECKED BY: JOH

OTTSDALE, 1 480 F 480 HUNTER



SURVEY TITLE

SALT R ESE LAND THE AST OF SE NS OF ALT.

1"=20" SHEET

30,

A/ACSM

SECTION: 30 RANGE: 5E.

JOB NO. WPSI003-SA SCALE

1 of 4

SCHEDULE "B" !TEMS:

MECHANIC'S LIEN RECORDED MARCH 03, 2009 AS 2009-183/140 OF OFFICIAL RECORDS, TK INTERIOR CONSTRUCTION COMPANY (CLAIMANT) - VS- 94TH AND SHEA LLC (DEFENDANTS), IN THE AMOUNT OF \$139,518.64.

(CLAMANT) - V3- 94TH AND SHEA LLC (DEPENDANTS), IN THE AMOUNT OF \$138,518.04.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

MECHANIC'S LIEN RECORDED APRIL 03, 2009 AS 2009-2954F9 OF OFFICIAL RECORDS, PROTECTION SYSTEMS FIRE

SPECIALISTS (CLAMANT) - V3- 94TH AND SHEA, LL.C. (DEFENDANTS), IN THE AMOUNT OF \$7,289.00.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

MECHANIC'S LIEN RECORDED APRIL 08, 2009 AS 2009—310303 OF OFFICIAL RECORDS, QED SUPPLY INC. (CLAIMANT)

- VS— 94TH AND SHEA, LLC. (DEFENDANTS), IN THE AMOUNT OF \$15,948.94.

(AFFECTS THE PARCEL BUT NOT THE SURVEY) (AFFECTS THE PARCEL BUT NOT THE SURVEY)

(25) MECHANIC'S LIEN RECORDED APRIL 23, 2009 AS 2009—361169 OF OFFICIAL RECORDS, PROTECTION SYSTEMS (CLIMANT)—VS—94TH AND SHEA, LLC. (DEFENDANTS), IN THE AMOUNT OF \$3,143.88.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(GLAIMANT) - VS- 94TH AND SHEA, LL.C., AN ARIZONA LIMITED LIABILITY COMPANY (DEFENDANTS), IN THE AMOUNT OF \$26,712.82.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(CLAIMANT) - VS- 94TH AND SHEA LLC, AN ARIZONA LIMITED LIABILITY COMPANY (DEFENDANTS), IN THE AMOUNT OF \$19,006.50.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(CLAIMANT) - VS- 94TH AND SHEA LLC, AN ARIZONA LIMITED LIABILITY COMPANY (DEFENDANTS), IN THE AMOUNT OF \$14,820.04.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(MECHANIC'S LIEN RECORDED MAY 14, 2009 AS 2009-431079 OF OFFICIAL RECORDS, CAVINESS CONSTRUCTION INC., (CLAIMANT) - VS- 94TH AND SHEA LLC., AN ARIZONA LIMITED LIABILITY COMPANY (DEFENDANTS), IN THE AMOUNT OF \$194,283.00.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO.
CY2009-016231, IN THE MATTER OF S & H STEEL CO., INC., AN ARIZONA CORPORATION V. 94TH AND SHEA, LL.C.,
AN ARIZONA LIMITED LIABILITY COMPANY, ET AL, AS DISCLOSED BY NOTICE OF LIS PENDENS FILED THE SUPERIOR
COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECORDED IN 2009-458529 OF OFFICIAL RECORDS.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)
CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO.
CY2009-016423, IN THE MATTER OF THE INTERIOR COURT OF MARICOPA COUNTY, ARIZONA CORPORATION V. 94TH
AND SHEA, LIC, AN ARIZONA LIMITED LIABILITY COMPANY, ET AL, AS DISCLOSED BY MOTICE OF LIS PENDENS FILED
THE SUPERIOR COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECORDED IN 2009-478149 OF
OFFICIAL RECORDS.

MECHANIC'S LIEN RECORDED JUNE 02, 2009 AS 2009-495929 OF OFFICIAL RECORDS, NORTHWEST FLOOR AND WALL (CLAMANT) - VS-94TH AND SHEA LL.C., AN ARIZONA LIMITID LIABILITY COMPANY (DEFENDANTS), IN THE AMOUNT

(CLAIMANT) - VS-94TH AND SHEA LL.C., AN ARIZONA LIMITED LIABILITY COMPANY (DEFENDANTS), IN THE AMOUNT OF \$7,005.05.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO, CY2009-092005, IN THE MATTER OF FREEDOM GLASS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY V. 94TH AND SHEA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY V. 94TH AND SHEA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY V. 94TH AND SHEA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY OF DISCLOSED BY NOTICE OF LIS PENDENS FILED THE SHEED THE COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECORDED IN 2009-632722 OF OFFICIAL

THE PARCEL BUT NOT THE SURVEY) MECHANIC'S LIEN RECORDED JULY 20, 2009 AS 2009-664984 OF OFFICIAL RECORDS, QUAIL PLUMBING, INC. (CLAMANT) -VS- 94TH AND SHEA LLC (DEFENDANTS), IN THE AMOUNT OF \$16,063.00.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

CONSQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO.

CY2009-016423, IN THE MATTER OF TK INTERIOR CONSTRUCTION COMPANY, AN ARIZONA CORPORATION V. 94TH
AND SHEA, LLC, AN ARIZONA LIMITED UMBILITY COMPANY, ET AL, AS DISCLOSED BY NOTICE OF US PENDENS FILED
THE SUPERIOR COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECORDED IN 2009-0801493 OF

OFFICIAL RECORDS.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(ONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO. CY2009-016423, IN THE MATTER OF CED, INC., A NEVADA C'RPORATION, DBA CED SUPPLY, INC., V. 94TH AND SHEA, LLC, AN ARIZONA LIMITED LIABILITY, AS DISCLOSED BY NOTICE OF US PENDENS FILED THE SUPERIOR COURT OF THE STATE OF ARIZONA, COUNTY OF MARICOPA, AND RECURDED IN 2009-0937113 OF OFFICIAL RECORDS.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO.

CY2009-033525, IN THE MATTER OF GIANT ELECTRIC CORPORATION, A CORPORATION V. 94TH AND SHEA, LLLC, AN

ARIZONA UNITED LUBBLITY COMPANY, TR INTERIOR CONSTRUCTION COMPANY, AN ARIZONA CORPORATION; VOS

RESTAURANT GROUP, LLC, AN ARIZONA LIMITED LUBBLITY CO: PANY THAT DOES BUSINESS AS REGIONS BISTRO AND

BAR AND TH HEAVEN BISTRO CAFE, CANADIAN IMPERIAL BLANK OF COMMERCE, A FINADAL INSTITUTION, JOHN

DOES I—X AND JANE DOES I—X, AND BLACK CORPORATION I—X, AS DISCLOSED BY NOTICE OF US PENDENS FILED

THE SUPERIOR COURT OF THE STATE OF ARIZONA, COUNTY CF MARICOPA, AND RECORDED IN 2009-1033605 OF

OFFICIAL RECORDS.

OFFICIAL RECORDIS.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO. CYZOD9—038370, IN THE MATTER OF CAVINESS CONSTRUCTION COMPANY, INC., AN ARIZONA CORPORATION V, 94TH & SHEA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; SE H STEEL CO, INC., AN ARIZONA CORPORATION; FREEDOM GLASS LLC, AN ARIZONA LIMITED LIABILITY COMPANY; TO INTERIOR CONSTRUCTION COMPANY, AN ARIZONA CORPORATION, PROTECTION SYSTEMS, AN ARIZONA CORPORATION, CORPORATION, PROTECTION SYSTEMS, AN ARIZONA CORPORATION, AND SECOND CORPORATION, CORPORATION, CORPORATION, AND SECOND CORPORATION, CORPORATION, AND SECOND CORPORATION, CORPORATION, AND SECOND CORPORATION, CORPORATION, AND SECOND CORPORATION, AND SECOND CORPORATION, AND SECOND CORPORATION, CORPORATION, AND SECOND CORPORATION,

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

(CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO. CY2009—036916, IN THE MATTER OF NORTHWEST FLOOR & WALL COMPANY, AN ARIZONA CORPORATION V. 94TH AND SVERA, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, S. INTERIOR CONSTRUCTION COMPANY, AN ARIZONA CORPORATION; VOS 94TH AND SVERA, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, CANADIAN IMPERIAL BANK OF COMMENCE, A FINANCIAL INSTITUTION, BERNIE'S BRASS, INC., AN ARIZONA CORPORATION, CANWESS CONSTRUCTION COMPANY, INC., AN ARIZONA CORPORATION, CONSCLIDATED ELECTRICAL DISTRIBUTIONS, INC., DBA CED, A "ELAWARE CORPORATION, EXTREME CONCRETE & DESIGN INC., AN ARIZONA LIMITED LIABILITY COMPANY; GANT ELECTRIC CORPORATION, ARIZONA CORPORATION, FREEDOM GLASS, LL.C., AN ARIZONA LIMITED LIABILITY COMPANY; GANT ELECTRIC CORPORATION, AN ARIZONA CORPORATION, AN ARIZONA CORPORATION, AND ARIZONA CORPORATION, AN ARIZONA CORPORATION, ARIZONA CORPORATION, AN ARIZONA CORPORATION, AND ARIZONA CORPORATION, AN ARIZONA CORPORATION, AND ARIZONA CORPORATI

(4) CONSEQUENCES OF PROCEEDINGS PENDING IN THE COURT OF MARICOPA COUNTY, ARIZONA, UNDER CASE NO.

CYZODB-024259, IN THE MATTER OF QUAIL PLUMBING, INC., AN ARIZONA CORPORATION V. VOS 94TH AND SHEA,

LLC, ETAL., AS DISCLOSED BY NOTICE OF LIS PENDENS PILED JANUARY 26, 2010, AND RECORDED IN 2010-066076

OF OFFICIAL RECORDS.

MECHANIC'S LIEN RECORDED MARCH 24, 2010 AS 2010-0246-36 OF OFFICIAL RECORDS, ARIZONA INTEGRITY BULDERS, LLC (CLAMANT) -VS - 94TH AND SHEA LLC ET. AL (DEFENDANTS), IN THE AMOUNT OF \$10,716.42.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)
NOTICE AND CLAIM OF LIEN RECORDED DECEMBER 07, 2012 AS 2010-1062871 OF OFFICIAL RECORDS, MCCORMICK
RANCH PROPERTY OWNERS' ASSOCIATION, INC., AN ARIZONA CORPORATION (CLAIMANT) — VS — 94TH AND SHEA
LLC (DEFENDANTS), IN THE AMOUNT OF \$26,481.07.

(AFFECTS THE PARCEL BUT NOT THE SURVEY)

PENDING PROCEEDINGS IN THE BANKEYPITCY COURT OF THE U.S. DISTRICT COURT, ARIZONA, ENTITLED IN RE 94TH AND SHEA, LLC., DEBTOR, CASE NO. 2:10-BK-37387-SSC.

