

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

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

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1 RANDHIR SINGH, a(n)

Arizona LLC, (parcel 173-40-090 / 173-40-089 / 173-40-088) (the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at 7375 E 6TH AVE SCOTTSDALE 85251 in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a parking garage. A legal description of the Parking-Excess Parcel is attached to this Assurance as **Exhibit "A."**

2.2 M1 Hospitality 1 LLC lessee of 173-40-064-B from Civic Center Enterprises LLC, a(n)

Arizona LLC, (parcel 173-40-064-B) (the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located at 4301 N CIVIC CENTER PZ SCOTTSDALE, AZ 85251 in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a bar known as "MIXX". A legal description of the Parking-Deficient Parcel is attached to this Assurance as **Exhibit "B."**

2.3 The Parking-Deficient Parcel would need more parking spaces during the hours of 6PM through 6AM on Monday through Sunday of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4 Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5 The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is

9

_____ parking spaces.

2.9 Parking Owner and Parking User shall have the right to amend, terminate and otherwise enforce their rights under the Parking Agreement, but any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 90 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 East Indian School Road, Scottsdale, AZ 85251.

3. Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1 The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.

3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.


3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

4. Maintenance requirements. Parking Owner shall maintain the borrowed parking spaces in accordance with the Chapter 18 Public Nuisance and Property Maintenance and the Appendix B – Basic Zoning Ordinance of the Scottsdale Revised Code.

5. City's Right to Enforce. City has no duties or obligations under this Assurance or the Parking Agreement. Parking Owner and Parking User may have other rights against each other under the Parking Agreement, but, with respect to City, this Notice controls any conflict with the Parking Agreement. City is entitled to rely on this Assurance without regard to the terms of the Parking Agreement. This document runs with the land on the Parking-Excess Parcel and the Parking-Deficient Parcel. No changes to this form are valid unless the City Attorney signs this document approving the changes.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this 11 day of April, 2014.

PARKING USER: MI Hospitality 1 LLC
Michael Stein

By : 
Its: Member

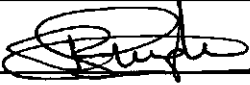
PARKING OWNER: RANDHIR SINGH
By : 
Its: _____

Table of Exhibits

- A Legal description for parcel supplying the parking spaces.
- B Legal description for parcel borrowing the parking spaces.

Exhibit "A"

Lots 74, 75, and 76, of Indian Plaza Properties, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, page 20.

EPARKING LICENSE

I. PARTIES, PREMISES AND TERM.

1. DATE. The date of this Lease is 3/31/14
2. PARTIES. The parties to this Lease are:

"LICENSOR"

- (a) RANDHIR SINGH
7375 E 6TH AVE SCOTTSDALE 85251

"LICENSEE"

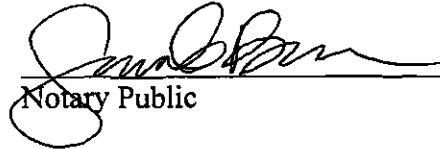
- (b) M1 Hospitality 1 LLC d/b/a MIXX, 4301 N. Civic Center Plaza, Scottsdale, AZ 85251

3. LICENSE. Licensor hereby grants Licensee a personal, non-transferable License to use Nine (9) Parking Spaces/Parking Space Credits, herein after known as "Parking Spaces" upon the terms and conditions set forth in this License.
4. PREMISES. Licensor hereby grants Licensee a personal, non-transferable License to use Nine (9) Parking Spaces at 7375 E 6TH AVE SCOTTSDALE 85251. Licensor owns this building with surface parking (the "Parking Spaces"), and Licensee desires to obtain the right to use Nine (9) parking spaces pursuant to the terms and conditions of this License.
5. TERM. The term of this License shall commence on July 1, 2014 and shall continue on a month-to-month basis thereafter for a period of five (5) years, provided, however, that either party may terminate, for any reason, this License upon thirty (30) days written notice to other party. Licensee acknowledges that loss of the Parking Spaces under this agreement may cause Licensee's property to not comply with City of Scottsdale parking requirements. These Parking Spaces do not count for code required parking at Licensee's property until after the License is executed by Licensor and recorded at the Maricopa County recorder's office. No expiration, amendment, or termination of this License is effective until thirty (30) days after Licensee delivers to the City of Scottsdale's chief code enforcement officer, written notice of the termination. The City of Scottsdale is a third party beneficiary of this License, but has no duties or obligations under this License. This paragraph controls any contrary provision of this License.
6. RENT. Licensee agrees to pay to Licensor at Licensor's address as provided herein, as payment for the Parking Spaces, a monthly amount equal to Three Hundred and Fifteen DOLLARS (\$315.00) per month. The monthly amount shall be payable in advance on or before the 15th day of each month.
7. USE. Licensee may use the Parking Spaces in accord with the Assurance to City of Remote Parking document, separately executed, by the parties herein. The Parking Spaces shall be available for use by Licensee only commencing at 6:00 pm and ending at 6:00 am, Monday through Sunday. Valet is not allowed for licensee.

Initials: Licensor RS Licensee MS

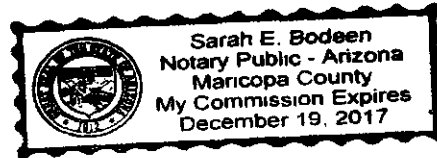
The foregoing instrument was acknowledged before me this 11 day of April, 2014, by Michael S. Stein, the licensee of _____ a(n) _____

(PARKING USER).



Notary Public

My Commission Expires:
12/19/17



Initials: Licensors PL Licensee MS

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS

(_____)

7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1 SIXTH AVENUE MANAGEMENT LLC, a(n)

Arizona LLC, (parcels 173-40-084 and 173-40-085) _____ (the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at 7403 E 6TH AVE SCOTTSDALE 85251 in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a parking garage. A legal description of the Parking-Excess Parcel is attached to this Assurance as **Exhibit "A."**

2.2 M1 Hospitality 1 LLC lessee of 173-40-064-B from Civic Center Enterprises LLC, a(n)

Arizona LLC, (parcel 173-40-064-B) _____ (the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located at 4301 N CIVIC CENTER PZ SCOTTSDALE, AZ 85251 in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a bar known as "MIXX". A legal description of the Parking-Deficient Parcel is attached to this Assurance as **Exhibit "B."**

2.3 The Parking-Deficient Parcel would need more parking spaces during the hours of 6PM through 6AM on Monday through Sunday of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4 Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5 The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is

Six (6) parking spaces.

2.9 Parking Owner and Parking User shall have the right to amend, terminate and otherwise enforce their rights under the Parking Agreement, but any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 90 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 East Indian School Road, Scottsdale, AZ 85251.

3. Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1 The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.

3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.


3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

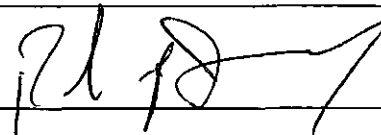
4. Maintenance requirements. Parking Owner shall maintain the borrowed parking spaces in accordance with the Chapter 18 Public Nuisance and Property Maintenance and the Appendix B – Basic Zoning Ordinance of the Scottsdale Revised Code.

5. City's Right to Enforce. City has no duties or obligations under this Assurance or the Parking Agreement. Parking Owner and Parking User may have other rights against each other under the Parking Agreement, but, with respect to City, this Notice controls any conflict with the Parking Agreement. City is entitled to rely on this Assurance without regard to the terms of the Parking Agreement. This document runs with the land on the Parking-Excess Parcel and the Parking-Deficient Parcel. No changes to this form are valid unless the City Attorney signs this document approving the changes.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this 1 day of April, 2014.

PARKING USER: M1 Hospitality 1 LLC
Michael Stern

By: 
Its: Member

PARKING OWNER: 

By: _____
Its: Member

APPROVAL BY CITY:

City hereby approves the parking allocation stated in this Assurance to City of Remote Parking, such allocation to be effective until such allocation no longer satisfies the Code.

NAME: _____

TITLE: Zoning Administrator

DATE: _____, _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of April, 2014, by Michael Stern, the Parking User of _____, a(n) _____,

(PARKING USER)



[Signature]
Notary Public

My Commission Expires:
5/7/14

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Richard Jacoby, the owner of 7403, 6 AVE, a(n) _____,

(PARKING OWNER)

[Signature]
Notary Public

My Commission Expires:
4/4/17



Table of Exhibits

- A Legal description for parcel supplying the parking spaces.
- B Legal description for parcel borrowing the parking spaces.

Exhibit "A"

Lot 70 and 71, Indian Plaza Properties, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, page 20.

Exhibit "B"

Legal Description

Lots 50 and 51, Indian Plaza Properties, according to Book 76 of Maps, Page 20, in the office of the County Recorder of Maricopa County, Arizona;

Except the East 2.00 feet as conveyed to the City of Scottsdale by deed recorded as 2009-0286007, more particularly described therein.

PARKING LICENSE

I. PARTIES, PREMISES AND TERM.

1. DATE. The date of this Lease is 3/31/14
2. PARTIES. The parties to this Lease are:

“LICENSOR”

(a) SIXTH AVENUE MANAGEMENT LLC
7403 E 6TH AVE SCOTTSDALE 85251

“LICENSEE”

(b) M1 Hospitality 1 LLC d/b/a MIXX, 4301 N. Civic Center Plaza, Scottsdale, AZ 85251

3. LICENSE. Licensor hereby grants Licensee a personal, non-transferable License to use six (6) Parking Spaces/Parking Space Credits, herein after known as “Parking Spaces” upon the terms and conditions set forth in this License.
4. PREMISES. Licensor hereby grants Licensee a personal, non-transferable License to use six (6) Parking Spaces at 7403 E 6TH AVE SCOTTSDALE 85251. Licensor owns this building with surface parking (the “Parking Spaccs”), and Licensee desires to obtain the right to use six (6) parking spaces pursuant to the terms and conditions of this License.
5. TERM. The term of this License shall commence on July 1, 2014 and shall continue on a month-to-month basis thereafter for a period of five (5) years, provided, however, that either party may terminate, for any reason, this License upon thirty (30) days written notice to other party. Licensee acknowledges that loss of the Parking Spaces under this agreement may cause Licensee’s property to not comply with City of Scottsdale parking requirements. These Parking Spaces do not count for code required parking at Licensee’s property until after the License is executed by Licensor and recorded at the Maricopa County recorder’s office. No expiration, amendment, or termination of this License is effective until thirty (30) days after Licensee delivers to the City of Scottsdale’s chief code enforcement officer, written notice of the termination. The City of Scottsdale is a third party beneficiary of this License, but has no duties or obligations under this License. This paragraph controls any contrary provision of this License.
6. RENT. Licensee agrees to pay to Licensor at Licensor’s address as provided herein, as payment for the Parking Spaces, a monthly amount equal to Seventy Five DOLLARS (\$75.00) per month. The monthly amount shall be payable in advance on or before the 15th day of each month.
7. USE. Licensee may use the Parking Spaces in accord with the Assurance to City of Remote Parking document, separately executed, by the parties herein. The Parking Spaces shall be available for use by Licensee only commencing at 6:00 pm and ending at 6:00 am, Monday through Sunday.

Initials: Licensor Licensee

8. ASSIGNMENT BY LICENSOR. In the event of a sale or conveyance by Licensor of its interest in the Parking Spaces, the same shall operate to release Licensor from any failure or liability upon any covenants or conditions, express or implied, in this License. In such event, Licensee agrees to look solely at Licensor's successor-in-interest for performance of Licensor's purchase or assignee. Licensor may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have the rights of control attributed hereby to the Licensor.

IN WITNESS WHEREOF, the parties hereto have signed this Parking License this 1st day of April, 2014

"LICENSOR"

By: [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Richard Jacoby, the _____ of _____, a(n) _____,

(PARKING OWNER).

[Signature]
Notary Public

My Commission Expires: 4/4/17



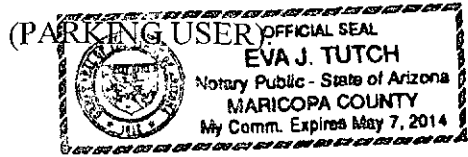
"LICENSEE"

By: [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

Initials: Licensor _____ Licensee _____

The foregoing instrument was acknowledged before me this 14th day of April, 2014, by Michael Stem, the Parking User of ML Hospitality I LLC, a(n) Arizona LLC.



Eva J. Tutch
Notary Public

My Commission Expires:
5/7/14

Initials: Licenser _____ Licensee MS

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

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)
2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1 McCall & Associates Architects, Inc, a(n)

Arizona LLC, (parcel 173-40-063) (the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at 4307 N CIVIC CENTER PZ SCOTTSDALE, AZ 85251 in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a parking garage. A legal description of the Parking-Excess Parcel is attached to this Assurance as **Exhibit "A."**

2.2 M1 Hospitality 1 LLC lessee of 173-40-064-B from Civic Center Enterprises LLC, a(n)

Arizona LLC, (parcel 173-40-064-B) (the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located at 4301 N CIVIC CENTER PZ SCOTTSDALE, AZ 85251 in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a bar known as "MIXX". A legal description of the Parking-Deficient Parcel is attached to this Assurance as **Exhibit "B."**

2.3 The Parking-Deficient Parcel would need more parking spaces during the hours of 6PM through 6AM on Monday through Sunday of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4 Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5 The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into an agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is

3 parking spaces.

2.9 Parking Owner and Parking User shall have the right to amend, terminate and otherwise enforce their rights under the Parking Agreement, but any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 90 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 East Indian School Road, Scottsdale, AZ 85251.

3. Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

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3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.

3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

4. Maintenance requirements. Parking Owner shall maintain the borrowed parking spaces in accordance with the Chapter 18 Public Nuisance and Property Maintenance and the Appendix B – Basic Zoning Ordinance of the Scottsdale Revised Code.

5. City's Right to Enforce. City has no duties or obligations under this Assurance or the Parking Agreement. Parking Owner and Parking User may have other rights against each other under the Parking Agreement, but, with respect to City, this Notice controls any conflict with the Parking Agreement. City is entitled to rely on this Assurance without regard to the terms of the Parking Agreement. This document runs with the land on the Parking-Excess Parcel and the Parking-Deficient Parcel. No changes to this form are valid unless the City Attorney signs this document approving the changes.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this 15th day of April, 2014.

PARKING USER: M1 Hospitality 1 LLC
Michael Stein

By: Michael Stein
Its: Member

PARKING OWNER: MCAU Assoc.
By: Jeffrey A. McCall
Its: PRESIDENT

Table of Exhibits

- A Legal description for parcel supplying the parking spaces.
- B Legal description for parcel borrowing the parking spaces.

Exhibit "A"

Lots forty-five (45) and forty-six (46), Indian Plaza Properties, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, page 20.

Together with the north half of abandoned alley between the west line of Lot 46 projected southerly to the west line of Lot 52 and east line of Lot 45 projected southerly to the east line of Lot 53

Exhibit "B"

Legal Description

Lots 50 and 51, Indian Plaza Properties, according to Book 76 of Maps, Page 20, in the office of the County Recorder of Maricopa County, Arizona;

Except the East 2.00 feet as conveyed to the City of Scottsdale by deed recorded as 2009-0286007, more particularly described therein.

PARKING LICENSE

I. PARTIES, PREMISES AND TERM.

1. DATE. The date of this Lease is 3/31/14
2. PARTIES. The parties to this Lease are:

“LICENSOR”

- (a) McCall & Associates Architects, Inc
4307 N CIVIC CENTER PZ SCOTTSDALE 85251

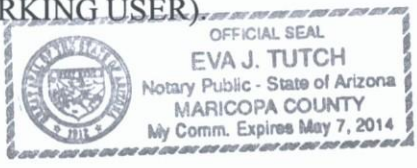
“LICENSEE”

- (b) M1 Hospitality 1 LLC d/b/a MIXX, 4301 N. Civic Center Plaza, Scottsdale, AZ 85251
3. LICENSE. Licensor hereby grants Licensee a personal, non-transferable License to use three (3) Parking Spaces/Parking Space Credits, herein after known as “Parking Spaces” upon the terms and conditions set forth in this License.
 4. PREMISES. Licensor hereby grants Licensee a personal, non-transferable License to use three (3) Parking Spaces at 4307 N CIVIC CENTER PZ SCOTTSDALE 85251. Licensor owns this building with surface parking (the “Parking Spaces”), and Licensee desires to obtain the right to use three (3) parking spaces pursuant to the terms and conditions of this License.
 5. TERM. The term of this License shall commence on July 1, 2014 and shall continue on a month-to-month basis thereafter for a period of five (5) years, provided, however, that either party may terminate, for any reason, this License upon thirty (30) days written notice to other party. Licensee acknowledges that loss of the Parking Spaces under this agreement may cause Licensee’s property to not comply with City of Scottsdale parking requirements. These Parking Spaces do not count for code required parking at Licensee’s property until after the License is executed by Licensor and recorded at the Maricopa County recorder’s office. No expiration, amendment, or termination of this License is effective until thirty (30) days after Licensee delivers to the City of Scottsdale’s chief code enforcement officer, written notice of the termination. The City of Scottsdale is a third party beneficiary of this License, but has no duties or obligations under this License. This paragraph controls any contrary provision of this License.
 6. RENT. Licensee agrees to pay to Licensor at Licensor’s address as provided herein, as payment for the Parking Spaces, a monthly amount equal to Seventy Five DOLLARS (\$75.00) per month. The monthly amount shall be payable in advance on or before the 15th day of each month.
 7. USE. Licensee may use the Parking Spaces in accord with the Assurance to City of Remote Parking document, separately executed, by the parties herein. The Parking Spaces shall be available for use by Licensee only commencing at 6:00 pm and ending at 6:00 am, Monday through Sunday.

Initials: Licensor MM · Licensee ML

The foregoing instrument was acknowledged before me this 14th day of April, 2014, by Michael Stein, the Parking User of _____, a(n) _____,

(PARKING USER)



Eva J. Tutch
Notary Public

My Commission Expires:
5/7/14

Initials: Licensor W Licensee MS

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS

(_____)

7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1 Stetson Drive LLC, a(n)

Arizona LLC, (parcels 173-40-059A / 060A / 058A / 057A) (the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at 7425 E STETSON DR SCOTTSDALE 85251 in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a parking garage. A legal description of the Parking-Excess Parcel is attached to this Assurance as **Exhibit "A."**

2.2 M1 Hospitality 1 LLC lessee of 173-40-064-B from Civic Center Enterprises LLC, a(n)

Arizona LLC, (parcel 173-40-064-B) (the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located at 4301 N CIVIC CENTER PZ SCOTTSDALE, AZ 85251 in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a bar known as "MIXX". A legal description of the Parking-Deficient Parcel is attached to this Assurance as **Exhibit "B."**

2.3 The Parking-Deficient Parcel would need more parking spaces during the hours of 6PM through 6AM on Monday through Sunday of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4 Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5 The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is

14 parking spaces.

2.9 Parking Owner and Parking User shall have the right to amend, terminate and otherwise enforce their rights under the Parking Agreement, but any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 90 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 East Indian School Road, Scottsdale, AZ 85251.

3. Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1 The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.

3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.

3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

4. Maintenance requirements. Parking Owner shall maintain the borrowed parking spaces in accordance with the Chapter 18 Public Nuisance and Property Maintenance and the Appendix B – Basic Zoning Ordinance of the Scottsdale Revised Code.

5. City's Right to Enforce. City has no duties or obligations under this Assurance or the Parking Agreement. Parking Owner and Parking User may have other rights against each other under the Parking Agreement, but, with respect to City, this Notice controls any conflict with the Parking Agreement. City is entitled to rely on this Assurance without regard to the terms of the Parking Agreement. This document runs with the land on the Parking-Excess Parcel and the Parking-Deficient Parcel. No changes to this form are valid unless the City Attorney signs this document approving the changes.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this 31 day of MARCH, 2014.

PARKING USER: M1 Hospitality 1 LLC
Michael Stein

By : Michael Stein
Its: Member

PARKING OWNER: Robert J. Westbrook
By : [Signature]
Its: Managing member

APPROVAL BY CITY:

City hereby approves the parking allocation stated in this Assurance to City of Remote Parking, such allocation to be effective until such allocation no longer satisfies the Code.

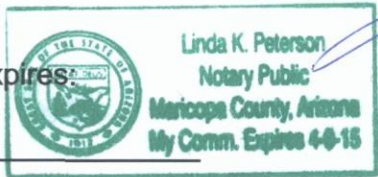
NAME: _____

TITLE: Zoning Administrator

DATE: _____, _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of April, 2014, by Michael S. Stein, the Parking User of _____, a(n) _____, (PARKING USER).

 Linda K. Peterson
Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 31 day of March, 2014, by Robert Westbrook, the Managing Member of STETSON DRIVE, LLC, a(n) Entity, (PARKING OWNER).

Linda K. Peterson
Notary Public

My Commission Expires: _____

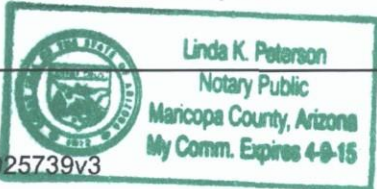


Exhibit "B"

Legal Description

Lots 50 and 51, Indian Plaza Properties, according to Book 76 of Maps, Page 20, in the office of the County Recorder of Maricopa County, Arizona;

Except the East 2.00 feet as conveyed to the City of Scottsdale by deed recorded as 2009-0286007, more particularly described therein.

Table of Exhibits

- A Legal description for parcel supplying the parking spaces.
- B Legal description for parcel borrowing the parking spaces.

Exhibit "A"

Lots forty-five (45) and forty-six (46), Indian Plaza Properties, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, page 20.

Together with the north half of abandoned alley between the west line of Lot 46 projected southerly to the west line of Lot 52 and east line of Lot 45 projected southerly to the east line of Lot 53

PARKING LICENSE

I. PARTIES, PREMISES AND TERM.

1. DATE. The date of this Lease is 3/31/14
2. PARTIES. The parties to this Lease are:

“LICENSOR”

- (a) Stetson Drive LLC
7425 E STETSON DR SCOTTSDALE 85251

“LICENSEE”

- (b) M1 Hospitality 1 LLC d/b/a MIXX, 4301 N. Civic Center Plaza, Scottsdale, AZ 85251
3. LICENSE. Licensor hereby grants Licensee a personal, non-transferable License to use fourteen (14) Parking Spaces/Parking Space Credits, herein after known as “Parking Spaces” upon the terms and conditions set forth in this License.
4. PREMISES. Licensor hereby grants Licensee a personal, non-transferable License to use fourteen (14) Parking Spaces at 7425 E STETSON DR SCOTTSDALE 85251. Licensor owns this building with surface parking (the “Parking Spaces”), and Licensee desires to obtain the right to use fourteen (14) parking spaces pursuant to the terms and conditions of this License.
5. TERM. The term of this License shall commence on July 1, 2014 and shall continue on a month-to-month basis thereafter for a period of five (5) years, provided, however, that either party may terminate, for any reason, this License upon thirty (30) days written notice to other party. Licensee acknowledges that loss of the Parking Spaces under this agreement may cause Licensee’s property to not comply with City of Scottsdale parking requirements. These Parking Spaces do not count for code required parking at Licensee’s property until after the License is executed by Licensor and recorded at the Maricopa County recorder’s office. No expiration, amendment, or termination of this License is effective until thirty (30) days after Licensee delivers to the City of Scottsdale’s chief code enforcement officer, written notice of the termination. The City of Scottsdale is a third party beneficiary of this License, but has no duties or obligations under this License. This paragraph controls any contrary provision of this License.
6. RENT. Licensee agrees to pay to Licensor at Licensor’s address as provided herein, as payment for the Parking Spaces, a monthly amount equal to Three Hundred and Fifty DOLLARS (\$350.00) per month. The monthly amount shall be payable in advance on or before the 15th day of each month.
7. USE. Licensee may use the Parking Spaces in accord with the Assurance to City of Remote Parking document, separately executed, by the parties herein. The Parking Spaces shall be available for use by Licensee only commencing at 6:00 pm and ending at 6:00 am, Monday through Sunday.

Initials: Licensor  Licensee 

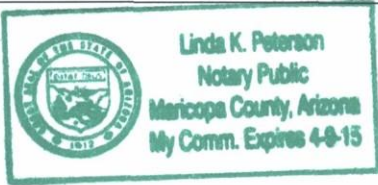
The foregoing instrument was acknowledged before me this 3rd day of April, 2014, by Michael S Stein, the Parking User of _____, a(n) _____,

(PARKING USER).



Notary Public

My Commission Expires:



Initials: Licensor MS Licensee MS



Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: 272 - PA - 14

Project Name: MIXX

Project Address: 4301 N. Civic Center Plaza, Scottsdale, AZ, 85251

STATEMENT OF AUTHORITY:

1. 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.
2. 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.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. 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.
2. 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.

Property owner/Property owners agent: Michael Stein
Print Name

Michael Stein
Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning, Neighborhood & Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088



Request To Submit Concurrent Development Applications

Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input checked="" type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

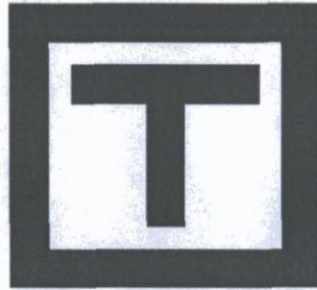
Owner: David Katzin
 Company: CIVIC CENTER ENTERPRISES LLC
 Address: 10040 Happy Valley Rd. Scottsdale, AZ 85255
 Phone: 602-412-7536 Fax: _____
 E-mail: bkatzin@gmail.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. §9-831 – 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name): DAVID KATZIN Title: Owner

 ATTORNEY IN FACT Date: MARCH 31, 2014
 Signature

Official Use Only:	Submittal Date: _____
Request: <input type="checkbox"/> Approved or <input type="checkbox"/> Denied	
Staff Name (Print): _____	
Staff Signature: _____	Date: _____



THOMAS
Title & Escrow

COMMITMENT FOR TITLE INSURANCE

Issued by
Thomas Title & Escrow
as Issuing Agent for Fidelity National Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By: *[Signature]* President
Attest: *[Signature]* Secretary

Countersigned: _____
Authorized Signatory

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

Pursuant to Arizona Revised Statutes 11-480, effective 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 (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

CONDITIONS

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

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE and AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
3. Defects, liens, encumbrances, adverse claims or other matters
(a) created, suffered, assumed or agreed to by the insured claimant
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,
(c) resulting in no loss or damage to the insured claimant,
(d) attaching or created subsequent to Date of Policy; (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material) or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance
7. Any claim which arises out of the transaction creating the interest of the mortgagee insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on
(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or
(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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 claim 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 matters excepted under (a), (b) or (c) are shown by the public records

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of

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 that 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.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) And AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

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

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

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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 claim 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 matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of.

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 in the Public Records but that 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 that 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 matters excepted under (a), (b), or (c) are shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land, (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge
3. Defects, liens, encumbrances, adverse claims or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant,
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant,
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at:
 - (a) The time of the advance, or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/17/98) EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the Land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date, or
 - b. the taking happened before the Policy date and is binding on You if You bought the Land without knowing of the taking
4. Risks
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You, or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25
5. Failure to pay value for Your Title
6. Lack of a right
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A, and
 - b. in streets, alleys, or waterways that touch the landThis Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - Land use
 - Improvements on the land
 - Land division
 - Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - A notice of exercising the right appears in the public records on the Policy Date
 - The taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - That are created, allowed, or agreed to by you
 - That are known to you, but not to us, on the Policy Date – unless they appeared in the Public Records
 - That result in no loss to you
 - That first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title
5. Lack of a right
 - To any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - In streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **April 02, 2014 at 5:00 pm**

1. Policy (or Policies) to be issued: Policy Amount:

ALTA 2006 STANDARD OWNER'S POLICY

Proposed Insured: **City of Scottsdale, a municipal corporation**

2. The estate or interest in the land described or referred to in this commitment and covered herein is **Fee Simple** and title thereto is at the effective date vested in:

Civic Center Enterprises, LLC, an Arizona limited liability company

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

City of Scottsdale, a municipal corporation

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

5. The address of the land referred to in the Commitment is described as follows:

N/A

Countersigned
Thomas Title & Escrow, LLC

BY: 
Authorized Signature

EXHIBIT "A"

Lots 50 and 51, INDIAN PLAZA PROPERTIES, according to Book 76 of Maps, Page 20, in the office of the County Recorder of Maricopa County, Arizona;

Except the East 2.00 feet as conveyed to the City of Scottsdale by deed recorded as 2009-0286007, more particularly described therein.

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: April 02, 2014, 5:00pm

The following are the requirements to be complied with prior to the issuance of the policy or policies. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which the property is located.

1. Pay second half of 2013 taxes, (Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$7,113.06 for the year 2013 under Assessor's Parcel No. 173-40-064B.

2. Payment in full of all assessments, late charges, transfer fees, and any other amounts due Salt River Project.
3. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Civic Center Enterprises, LLC, an Arizona limited liability company. **NOTE:** Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.
4. Record Full Reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,350,000.00, dated July 22, 2008, recorded July 29, 2008 as 2008-0658521, of Official Records, by David Katzin, a married man, Trustor, American National Bank, an Arizona corporation, Trustee, and American National Bank, Beneficiary.

A document recorded October 10, 2012 as 2012-920405, of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

5. Record full Release of Assignment of Rents and Leases from David Katzin, a married man to American National Bank recorded October 10, 2012 as 2012-920406, of Official Records, given as additional security for the indebtedness secured by the Deed of Trust recorded July 29, 2008 as 2008-0658521, of Official Records.
6. Record _____ Deed from Civic Center Enterprises, LLC, an Arizona limited liability company, to City of Scottsdale, a municipal corporation.

END OF SCHEDULE B - REQUIREMENTS

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 unincorporated land in an unincorporated area of a county.

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: April 02, 2014, 5:00pm

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

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date shown on this title commitment, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this commitment.

1. **Taxes for the full year of 2014. (The first half is due October 1, 2014 and is delinquent November 1, 2014. The second half is due March 1, 2015 and is delinquent May 1, 2015).**
2. **The liabilities and obligations imposed upon the land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation, and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.**
3. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 76 of Maps, Page 20, 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. **An easement for electric facilities and incidental purposes recorded as 83-435614, of Official Records.**
5. **All matters resulting from Waiver of Right to make a Claim Under proposition 207 recorded as 2008-1037088 and as 2009-0088166, of Official Records.**
6. **Covenants and obligations regarding parking as set forth in Assurance To City of Remote Parking recorded as 2009-0098350 and as 2009-0098351, of Official Records.**
7. **A lease, under the terms, conditions and provisions contained therein, dated November 2007, executed by Jeffrey Donald Meyers, as lessor and Still Water LLC, an Arizona limited liability company, as lessee, recorded August 3, 2011, as 2011-0647051, of Official Records.**

END OF SCHEDULE B - EXCEPTIONS



Appeals of Dedication, Exactions, or Zoning Regulations

Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decision.

Appeal Procedure

The appeal must be in writing and specify the City action appealed and the date final action was taken, and must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:
City's Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
480-312-2405

Address your appeal to:
Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Planning, Neighborhood and Transportation Division

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088

Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

I hereby certify that I am the owner of property located at:

4301 N. CIVIC CENTER PLAZA, SCOTTSDALE, AZ 85251

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.


Signature of Property Owner

MARCH 31, 2014
Date

DOWN BY 11 FALT

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 4301 N. Civic Center Plaza
- b. County Tax Assessor's Parcel Number 173-40-064
- c. General Location NE corner Civic Center Plaza + 6th Ave
- d. Parcel Size: +/- 4,942 gross lot (.11 acre)
- e. Legal Description: See attached legal description

(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land and may expose me or the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)
Michael Stein

Date
March 28, 2014
_____, 20____
_____, 20____
_____, 20____

Signature
Michael Stein

Legal Description

173-40-064-A

Lots 50 and 51, Indian Plaza Properties, according to Book 76 of Maps, Page 20, in the office of the County Recorder of Maricopa County, Arizona;

Except the East 2.00 feet as conveyed to the City of Scottsdale by deed recorded as 2009-0286007, more particularly described therein.