

207 Waiver

Title

Legal Description

Policy or Appeals

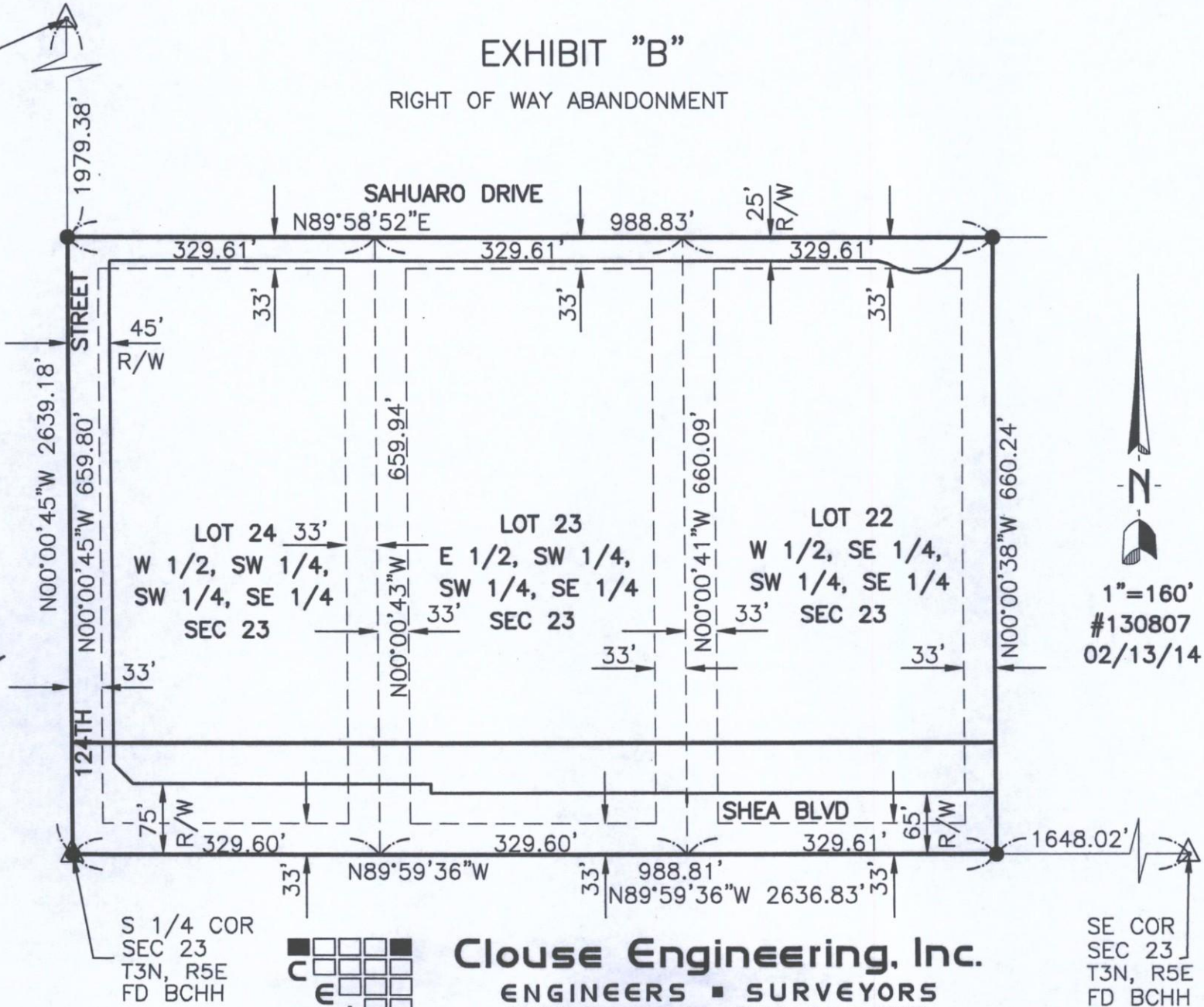
Correspondence Between Legal & Staff

Letter of Authorization

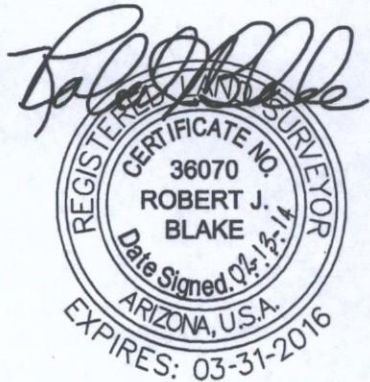
CENTER
SEC 23
T3N, R5E
FD BCHH

EXHIBIT "B"

RIGHT OF WAY ABANDONMENT

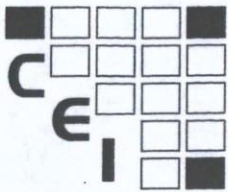


1"=160'
#130807
02/13/14



Clouse Engineering, Inc.
 ENGINEERS ■ SURVEYORS
 1642 E. Orangewood Ave. Phoenix, Arizona 85020
 Tel 602-395-9300 Fax 602-395-9310

3-AB-2014
3/24/2014



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

1642 E. Oranewood Ave. ■ Phoenix, Arizona 85020 ■ TEL (602) 395-9300 ■ FAX (602) 395-9310

February 10, 2014
Job No. 130807

Exhibit "A"
Legal Description
For
Right of Way Abandonment Lot 24

That particular right of way for roadway and public utility purposes that was reserved from a Tract of land that was granted by the United States of America to Frances Agnes Madden Hobbins in Patent recorded in Docket 1363, Page 372, records of Maricopa County, Arizona, more particularly described as follows;

The North 33.00 feet, the East 33.00 feet, the South 33.00 feet and the West 33.00 feet of Lot 24 (W $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$) of Section 23, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

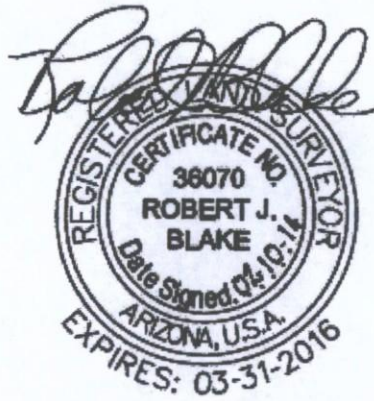
Excepting and reserving from the lands a right of way thereon for ditches or canals constructed by the authority of the United States;

Excepting and reserving, also, to the United States, all coal, oil, gas and other mineral deposits, together with the right to prospect for, mine and remove the same, according to the provisions of the Act of June 1, 1938;

Excepting and reserving, also, to the United States, pursuant to the Act of August 1, 1946, all uranium, thorium, or any other material which is or may be determined

Legal Description
Job No 130807
ROW Abandonment
February 10, 2014
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to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.



1363 PAGE 372

4-1222 (Jan. 1953)

Phoenix 082344

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land and Survey Office at Phoenix, Arizona, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant

Frances Agnes Madden Hobbins

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Meridian, Arizona.

T. 3 N., R. 5 E.,

Sec. 23, Lot 24.

The area described contains 5 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located across said land or as near as practicable to the exterior boundaries.

Excepting and reserving, also to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWELFTH day of MAY in the year of our Lord one thousand nine hundred and FIFTY-FOUR and of the Independence of the United States the one hundred and SEVENTY-EIGHTH.

For the Director, Bureau of Land Management.

Patent No. 1144454

52182

STATE OF ARIZONA
County of Maricopa

I hereby certify that the within instrument was filed and recorded at request of Frances Agnes Madden Hobbins

RECORDED
JUN 3 9 37

INDEXED
1953 PAGE 372

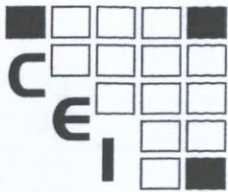
Witness my hand and official seal this day and year above stated.

DEED & LAZENBY

[Signature]

[Signature]
M. Beall
Acting Chief, Patents Section.

1943 W. Yuma St.
Phoenix
Ariz



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

1642 E. Orangewood Ave. ■ Phoenix, Arizona 85020 ■ TEL (602) 395-9300 ■ FAX (602) 395-9310

February 10, 2014
Job No. 130807

Exhibit "A"
Legal Description
For
Right of Way Abandonment Lot 23

That particular right of way for roadway and public utility purposes that was reserved from a Tract of land that was granted by the United States of America to Lucille M. Krug Shields in Patent recorded in Docket 1565, Page 314, records of Maricopa County, Arizona, more particularly described as follows;

The North 33.00 feet, the East 33.00 feet, the South 33.00 feet and the West 33.00 feet of Lot 23 (E ½, SW ¼, SW ¼, SE ¼) of Section 23, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

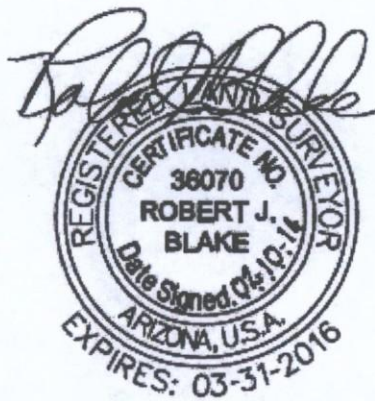
Excepting and reserving from the lands a right of way thereon for ditches or canals constructed by the authority of the United States;

Excepting and reserving, also, to the United States, all coal, oil, gas and other mineral deposits, together with the right to prospect for, mine and remove the same, according to the provisions of the Act of June 1, 1938;

Excepting and reserving, also, to the United States, pursuant to the Act of August 1, 1946, all uranium, thorium, or any other material which is or may be determined

Legal Description
Job No 130807
ROW Abandonment Lot 23
February 10, 2014
Page 2

to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.



DOCKET 1565 PAGE 314

4-1222
(Jan. 1948)

Phoenix 089971

The United States of AMERICA,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land and Survey Office at Phoenix, Arizona, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant

Laelle M. Krag Shields,

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Meridian, Arizona.

T. 3 N., R. 5 E.,

Sec. 23, Lot 23.

The area described contains 5 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located across said land or as near as practicable to the exterior boundaries.

Excepting and reserving, also to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the SEVENTEENTH

day of JUNE in the year of our Lord one thousand nine

hundred and FIFTY-FOUR and of the Independence of the

United States the one hundred and SEVENTY-EIGHTH.

For the Director, Bureau of Land Management.

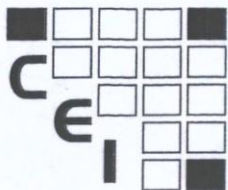
By S. C. Nichols
Chief, Patent ~~Exam.~~ UnitPatent No. 1144973

STATE OF ARIZONA, County of Maricopa; ss.

I do hereby certify that the within instrument was filed and recorded at request of PHOENIX TITLE & TRUST CO.on MAR 10 1955 9-00 AM at M. Docket 1565Page 314 Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

By ROBERT G. LAVERN Deputy.
Edward J. Coyle



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

1642 E. Orangewood Ave. ■ Phoenix, Arizona 85020 ■ TEL (602) 395-9300 ■ FAX (602) 395-9310

February 10, 2014
Job No. 130807

Exhibit "A"
Legal Description
For
Right of Way Abandonment Lot 22

That particular right of way for roadway and public utility purposes that was reserved from a Tract of land that was granted by the United States of America to Charlie M. McMillen in Patent recorded in Docket 4509, Page 513, records of Maricopa County, Arizona, more particularly described as follows;

The North 33.00 feet, the East 33.00 feet, the South 33.00 feet and the West 33.00 feet of Lot 22 (W ½, SE ¼, SW ¼, SE ¼) of Section 23, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

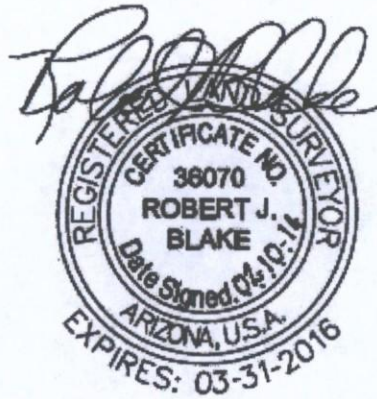
Excepting and reserving from the lands a right of way thereon for ditches or canals constructed by the authority of the United States;

Excepting and reserving, also, to the United States, all coal, oil, gas and other mineral deposits, together with the right to prospect for, mine and remove the same, according to the provisions of the Act of June 1, 1938;

Excepting and reserving, also, to the United States, pursuant to the Act of August 1, 1946, all uranium, thorium, or any other material which is or may be determined

Legal Description
Job No 130807
ROW Abandonment Lot 22
February 10, 2014
Page 2

to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.



DKT 4509 PAGE 516

JOINT TENANCY DEED

FOR THE CONSIDERATION of Ten Dollars, and other valuable consideration, I, CLARA J. BUSTRIN, an unmarried woman, do hereby convey to:

CHARLIE M. McMILLEN and RUBY LEE McMILLEN
not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following described real property situate in Maricopa County, Arizona:

The W 1/2 of the SE 1/4 of the SW 1/4 of the SE 1/4
of Section 23, T. 3 N., R. 6 E., Gila and Salt
River Base and Meridian, Arizona;
EXCEPT easement for roadway not exceeding 33' in
width;

SUBJECT TO: Any liens of the State of Arizona or County of Maricopa
for taxes for the year 1962;

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

Excepting and reserving also to the United States all coal, oil, gas and other mineral deposits, in the land so patented, together with the right to prospect for, mine and remove the same, according to the provisions of said Act of June 1, 1938.

Excepting and reserving also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755) all uranium, thorium; and other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.

AND I DO WARRANT the title against all persons whomsoever, subject to the matters above set forth, unto said Grantees, their assigns, the survivor of them, and the heirs and assigns of such survivor.

DATED: This 22 day of ~~XXXXXXXXXXXX~~
March, 1963



PUBLIC HEARING NOTICE

REQUEST: Approval to abandon existing GLO (Government Lands Office) easements along the perimeter of the three 5-acre properties.

CASE#: 3-AB-2014

ADDRESS/APN: 12404 E. Shea Blvd./217-29-029, 217-29-030B, 217-29-031

DATE: September 23,

HEARING DATE SUBJECT TO CHANGE
PLEASE CHECK OUR WEBSITE FOR LATEST
INFORMATION

LEGAL DESCRIPTION IS AVAILABLE BY
REVIEWING THE CASE FILE

UNLESS OTHERWISE NOTIFIED, ALL
PUBLIC HEARINGS ARE HELD AT:

SCOTTSDALE CITY HALL
3535 N. GLENHURST BLVD.

YOUR COMMENTS ABOUT THIS REQUEST CAN
BE MADE PRIOR TO OR AT THE PUBLIC HEARING.



480-312-7000

5:00 P.M.

CITY COUNCIL

POSTING DATE:

8-28-2014

www.ScottsdaleAz.gov/projects



**AFFIDAVIT OF POSTING
OFFICE OF THE CITY CLERK**

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

I, Steve Perone, being first duly sworn, depose and say:

That on ~~Aug 1~~, 2014 I posted notification poster(s) for the property indicated below. The notification was posted on the property site and that said notices remained posted until after said meeting to the best of my knowledge.

Site(s) must be posted on or before: August 11, 2014

Posting is for the May 14, 2014 Planning Commission hearing

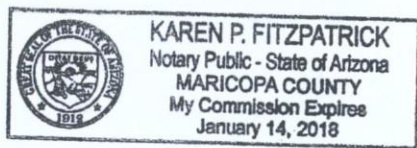
<u>Case(s) # to be Posted:</u>	<u># of Signs</u>	<u>Date Posted:</u>
3-AB-2014	3	<u>8-1-14</u>

By: *SP*

Acknowledged this 4th day of AUGUST, 2014

My Commission expires 1/14/18

Karen P. Fitzpatrick
Notary Public



PUBLIC HEARING NOTICE

REQUEST: Approval to abandon existing GLO (Government Lands Office) easements along the perimeter of the three 5-acre properties.

CASE#: 3-AB-2014

ADDRESS/APN: 12404 E. Shea Blvd./217-29-029, 217-29-030B, 217-29-031

DATE: August 27, 2014

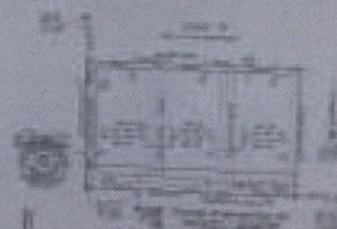
HEARING DATE SUBJECT TO CHANGE
PLEASE CHECK OUR WEBSITE FOR LATEST
INFORMATION

LEGAL DESCRIPTION IS AVAILABLE BY
REVIEWING THE CASE FILE

UNLESS OTHERWISE NOTIFIED, ALL
PUBLIC HEARINGS ARE HELD AT:

SCOTTSDALE CITY HALL
3920 N. DRINKWATER BLVD.

YOUR COMMENTS ABOUT THIS REQUEST CAN
BE MADE PRIOR TO OR AT THE PUBLIC HEARING



POSTING DATE:

480-312-7000

8-1-2014

5:00 P.M.
PLANNING COMMISSION

www.ScottsdaleAz.gov/projects

PUBLIC HEARING NOTICE

REQUEST: Approval to abandon existing GLO (Government Lands Office) easements along the perimeter of the three 5-acre properties.

CASE#: 3-AB-2014

ADDRESS/APN: 12404 E. Shea Blvd /217-29-029, 217-29-030B, 217-29-031

DATE: August 13, 2014

HEARING INFO SUBJECT TO CHANGE
PLEASE CHECK THIS NOTICE FOR LATEST
INFORMATION

FORMS, REGULATIONS OR AVAILABLE BY
CALLING THE NUMBER

ALL ARE INVITED TO ATTEND. ALL
PUBLIC HEARINGS ARE OPEN TO THE
PUBLIC.

SCOTTSDALE CITY HALL
3000 N. SHAWANEE BLVD.

FOR COMMENTS ABOUT THIS REQUEST AND
TO MAKE YOURS TO GO AT THE PUBLIC HEARING.



SCOTTSDALE, ARIZONA

480-312-7000

7-25-2014

5:00 P.M.

www.ScottsdaleAz.gov/projects

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: NEC of 124th Street & Shea
- b. County Tax Assessor's Parcel Number 217-29-031, 217-29-030B, 217-29-029
- c. General Location NEC of 124th & Shea
- d. Parcel Size: 14.90 ac
- e. Legal Description: See title reports

(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)
Michelle Hammond

Date
2 / 6, 2014
_____, 20____
_____, 20____
_____, 20____

Signature
Michelle Hammond

Toomey

No. 10-509893

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Clear Title Agency of Arizona

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY on the following page
 COMMITMENT DATE Schedule A (Page 1)
 POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED Schedule A (Page 1)
 INTEREST IN THE LAND Schedule A (Exhibit A)
 DESCRIPTION OF THE LAND on the following page
 EXCEPTIONS - PART ONE Schedule B (inside)
 EXCEPTIONS - PART TWO Schedule B (inside)
 REQUIREMENTS (Standard) on the third page
 REQUIREMENTS (Continued) Requirements (inside)
 CONDITIONS on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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

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

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

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

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

3. **EXISTING DEFECTS**

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

4. **LIMITATION OF OUR LIABILITY**

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

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

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

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



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Clear Title Agency of Arizona

SCHEDULE A

5th Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Carol Rieger at (480)278-8484**

Address Reference:

**Shea and 124th Street
Scottsdale, AZ 85259**

Effective Date: **March 18, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA Extended Owner's Policy for \$825,000.00

Proposed Insured:

Shea 124 Investments, LLC, an Arizona limited liability company and The 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 hereof vested in:

Myron Toomey and Marilyn Toomey, husband and wife as joint tenants with right of survivorship

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

Shea 124 Investments, LLC, an Arizona limited liability company and The City of Scottsdale, a municipal corporation

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Kimberlee Dennis @ (602)685-7412.

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

EXHIBIT "A"

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

Clear Title Agency of Arizona

**SCHEDULE B
5th Amended**

PART TWO:

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

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America recorded on March 22, 1963 as Docket 4509, page 513.
3. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land recorded as March 22, 1963 as Docket 4509, page 513.
4. The terms, conditions and provisions contained in the document entitled "Drainage Maintenance Agreement" recorded October 13, 1998 as 98-0911522 of Official Records.
5. All matters as set forth in Record of Survey, recorded as Book 846 of maps, Page 7.
6. An easement for roadway and incidental purposes, recorded as Docket 5476, Page 261.
7. An easement for slope construction maintenance rights and incidental purposes, recorded as Docket 5887, Page 532.
8. An easement for right-of-way rights and incidental purposes, recorded as 84-501035 of Official Records.
9. An easement for drainage flood control rights and incidental purposes, recorded as 90-552441 of Official Records.
10. An easement for slope rights and incidental purposes, recorded as 90-552442 of Official Records.
11. An easement for drainage slope rights and incidental purposes, recorded as 93-0118348 of Official Records.
12. An easement for right of way, public utility and incidental purposes, recorded as 98-0911521 of Official Records.

13. A plat recorded as Book 5, Page 28 of Road Maps, purporting to show a county roadway.
14. A plat recorded as Book 15, Page 54 of Road Maps and in Book 15, Page 55, of Road Maps, purporting to show a county roadway.
15. A Resolution by the Board of Supervisors of Maricopa County, Arizona, recorded April 14, 1964 in Docket 5006, Page 333 and recorded June 15, 1964 in Docket 5091, Page 266, purporting to establish a county roadway.
16. The following matters disclosed by an ALTA/ACSM survey made by Clouse Engineering, Inc on October 4, 2013, designated Job No. 130807:
 1. Abandoned Fireplace located in the middle of parcel.
 2. 10'-15' Natural drainage wash running through parcel.
 3. Underground drainage pipe located near the North property line.
 4. Headwall located near the North property line.
 5. Headwall located in the Southwest corner.
17. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
18. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

Clear Title Agency of Arizona

5th Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. Pay second half of 2013 taxes.

NOTE: Taxes are assessed in the total amount of \$5,953.64 for the year 2013 under Assessor's Parcel No. 217-29-029 0.

3. **(REQUIREMENT SATISFIED)**

4. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

5. Record Warranty Deed from Myron Toomey and Marilyn Toomey, husband and wife as joint tenants with right of survivorship to Buyer(s).

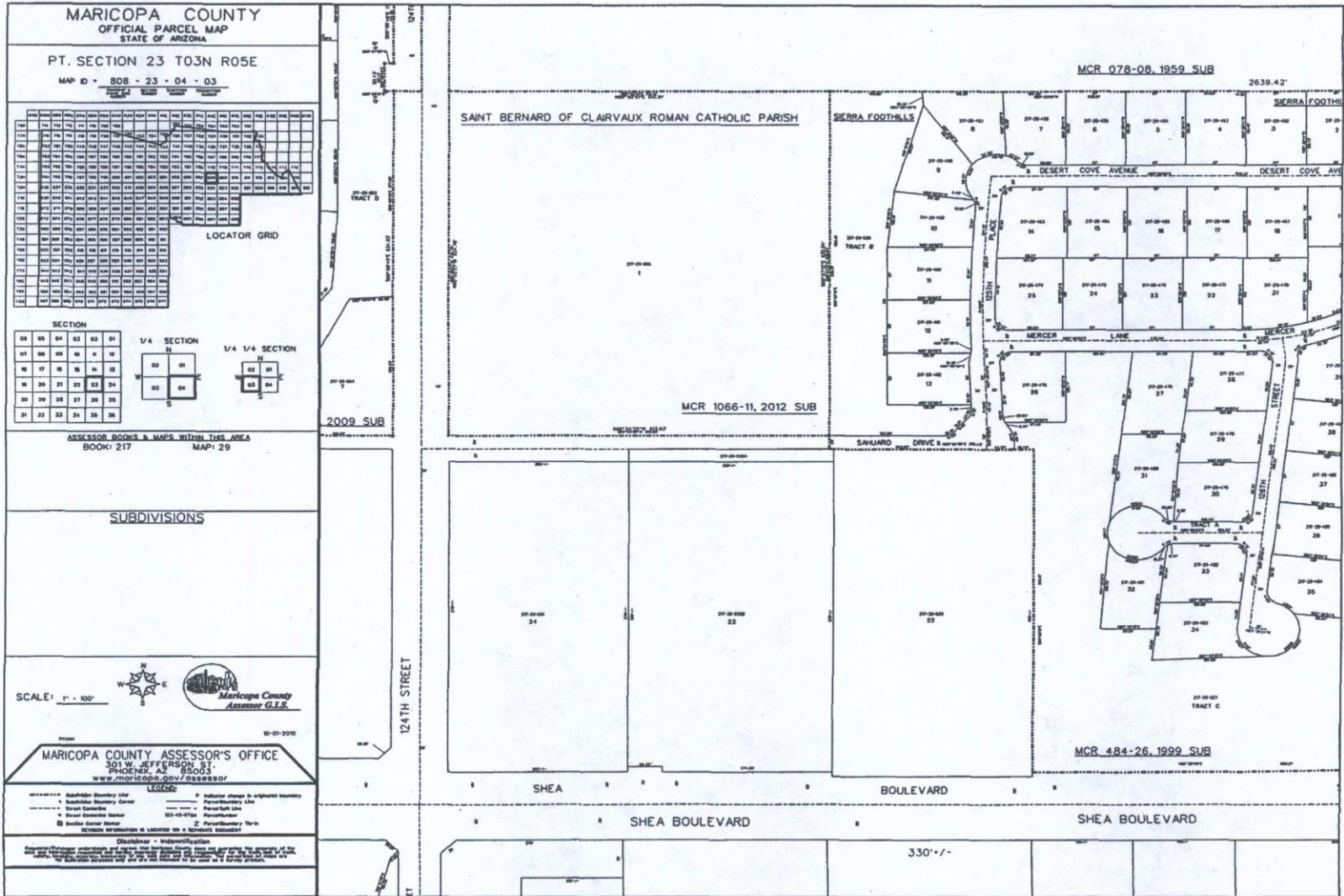
NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

6. Return to title department for final recheck before recording.

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

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

The map attached, if any, may or may not be a survey of the land depicted hereon. Clear Title Agency of Arizona expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



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.

End of Requirements

Five lots

No. 10-510500

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Clear Title Agency of Arizona

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AGREEMENT TO ISSUE POLICY on the following page
 COMMITMENT DATE Schedule A (Page 1)
 POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED Schedule A (Page 1)
 INTEREST IN THE LAND Schedule A (Exhibit A)
 DESCRIPTION OF THE LAND on the following page
 EXCEPTIONS - PART ONE Schedule B (inside)
 EXCEPTIONS - PART TWO Schedule B (inside)
 REQUIREMENTS (Standard) on the third page
 REQUIREMENTS (Continued) Requirements (inside)
 CONDITIONS on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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

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

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

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

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

3. **EXISTING DEFECTS**

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

4. **LIMITATION OF OUR LIABILITY**

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

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

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

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



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- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

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

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

Use of Information

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

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

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In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

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First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Clear Title Agency of Arizona

SCHEDULE A

4th Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Carol Rieger at (480)278-8484**

Address Reference:

**12404 East Shea Boulevard
Scottsdale , AZ 85259**

Effective Date: **March 18, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$900,000.00

Proposed Insured:

Shea 124 Investments, LLC, an Arizona limited liability company and The 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 hereof vested in:

Five Lots 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:

Shea 124 Investments, LLC, an Arizona limited liability company and The City of Scottsdale, a municipal corporation

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Shari Rohrich @ (480)278-8405.

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

EXHIBIT "A"

LOT 24, SECTION 23, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

Clear Title Agency of Arizona

**SCHEDULE B
4th Amended**

PART TWO:

1. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
2. 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.)
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Right of Entry to prospect for, mine and remove the minerals and all uranium, thorium or any other material necessary to produce fissionable material, as reserved in Patent to said land.
5. Right of Way for roadway and public utilities as set forth in Patent recorded in Docket 1363, Page 372. And thereafter a Release of Easement by Southwest Gas Corporation recorded March 18, 2014 as 2014-0170587, of Official Records.
6. An easement for roadway and incidental purposes, recorded as Docket 5256, Page 463.
7. An easement for drainage ditch, dyke and incidental purposes, recorded as Docket 5836, Page 577.
8. An easement for communications facilities and incidental purposes, recorded as 84-524359 of Official Records.
9. An easement for road and incidental purposes, recorded as 85-206079 of Official Records.
10. An easement for road and incidental purposes, recorded as 87-046863 of Official Records.
11. An easement for drainage and incidental purposes, recorded as 93-0468719 of Official Records.
12. An easement for road and incidental purposes, recorded as 93-0468720 of Official Records.
13. A plat recorded as Book 5, Page 28 of Road Maps, purporting to show a county roadway.
14. A plat recorded as Book 15, Page 54 of Road Maps, purporting to show a county roadway.

15. The following matters disclosed by an ALTA/ACSM survey made by Clouse Engineering, Inc on October 4, 2013, designated Job No. 130807:
 1. Telephone junction box located in the Northwest corner.
 2. Electric transformer boxes located in the Southwest corner
 3. Headwall located in the Southeast corner

16. Any rights, interest or claims of parties in possession of the land not shown by the public records.

End of Schedule B

Clear Title Agency of Arizona

4th Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. Pay second half of 2013 taxes.

NOTE: Taxes are assessed in the total amount of \$3,811.60 for the year 2013 under Assessor's Parcel No. 217-29-031.

3. **(REQUIREMENT SATISFIED)**

4. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

5. Record Full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,358,000.00, recorded 10-30-13 as 2013-0948847 of Official Records.

Dated: 10-28-13

Trustor: Five Lots, LLC

Trustee: David Cisiewski, Esq Law Office of David Cisieski, PLLC

Beneficiary: Abbott Properties, LLC

NOTE: This Company has on file the Operating Agreement of Five Lots LLC, an Arizona limited liability company which authorizes the following Members/Partners to execute and deliver instruments on behalf of said limited liability company.

Manager: Judy Brown

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

6. Record Deed from Five Lots LLC, an Arizona limited liability company to Shea 124 Investments, LLC, an Arizona limited liability company and The City of Scottsdale, a municipal corporation.

1. Return to title department for final recheck before recording.

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof

OR

the last recorded instrument vesting title to the land described herein:

An instrument executed by Judith V. Brown, a married woman as her sole and separate property, in favor of Five Lots LLC, an Arizona limited liability company, recorded April 18, 2013, as 2013-0355857 of Official Records.

The map attached, if any, may or may not be a survey of the land depicted hereon. Clear Title Agency of Arizona expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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.

End of Requirements

Silar

No. 10-509891

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Clear Title Agency of Arizona

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 DESCRIPTION OF THE LANDon the following page
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 CONDITIONSon the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

**3-AB-2014
3/24/2014**

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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

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

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

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

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

3. **EXISTING DEFECTS**

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

4. **LIMITATION OF OUR LIABILITY**

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

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

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

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



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Clear Title Agency of Arizona

SCHEDULE A

4th Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Carol Rieger at (480)278-8484**

Address Reference:
**NEC Shea & 124 Street
Scottsdale, AZ 85259**

Effective Date: **March 18, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA Extended Owner's Policy for \$1,000,000.00

Proposed Insured:

Shea 124 Investments, LLC, an Arizona limited liability company and The 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 hereof vested in:

SiLor Limited Partnership, an Arizona limited partnership

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

Shea 124 Investments, LLC, an Arizona limited liability company and The City of Scottsdale, a municipal corporation

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Kimberlee Dennis @ (602)685-7412.

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

EXHIBIT "A"

LOT 23, SECTION 23, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERALS AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF SCOTTSDALE BY DEED RECORDED AS 93-694074, OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PART OF LOT TWENTY-THREE (23), SECTION TWENTY-THREE (23), TOWNSHIP THREE (3) NORTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, WHICH IS MARKED WITH A CITY OF SCOTTSDALE BRASS CAP IN A HANDHOLD, LOCATED AT THE INTERSECTION OF SHEA BOULEVARD AND 124TH STREET; THENCE NORTH 89 DEGREES 57 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF SHEA BOULEVARD, A DISTANCE OF 659.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23, THENCE NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH 55 FOOT RIGHT OF WAY LINE OF SHEA BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 19 SECONDS WEST PARALLEL WITH THE CENTERLINE OF SHEA BOULEVARD A DISTANCE OF 274.26 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 41 SECONDS WEST PERPENDICULAR TO THE CENTERLINE OF SHEA BOULEVARD A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 19 SECONDS WEST PARALLEL TO THE CENTERLINE OF SHEA BOULEVARD A DISTANCE OF 55.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 23; THENCE 00 DEGREES 03 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH 55 FOOT RIGHT OF WAY LINE OF SHEA BOULEVARD; THENCE NORTH 89 DEGREES 57 MINUTES 19 SECONDS EAST ALONG THE NORTH 55 FOOT RIGHT OF WAY LINE OF SHEA BOULEVARD A DISTANCE OF 329.59 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO MORANO INVESTMENTS, LLC BY DEED RECORDED AS 2000-028081, OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PORTION OF G.L.O. LOT 23, SECTION 23, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 55 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 657.20 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF SAID G.L.O. LOT 23, A DISTANCE OF 635.03 FEET TO A POINT THAT IS 25.00 FEET SOUTH OF THE NORTH LINE OF SAID G.L.O. LOT 23 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS WEST PARALLEL TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF G.L.O. LOT 23, A DISTANCE OF 329.88 FEET TO A POINT ON THE WEST LINE

OF SAID G.L.O. LOT 23;

THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF SAID G.L.O. LOT 23;

THENCE NORTH 89 DEGREES 54 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE A DISTANCE OF 329.88 FEET TO THE EAST LINE OF G.L.O. LOT 23;

THENCE SOUTH 00 DEGREES 03 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

Clear Title Agency of Arizona

**SCHEDULE B
4th Amended**

PART TWO:

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. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land, recorded as Docket 1565, Page 314.
4. The right to enter upon said land for the purpose of exploration and development of the oil, gas, metals, and mineral rights and right to other materials, together with all Geothermal Resources, as provided in the Patent from the State of Arizona, recorded in Docket 1565, Page 314.
5. An easement for public utilities, roadway and incidental purposes, recorded as Docket 1565, Page 314 and thereafter a Release of Easement recorded March 18, 2014 as 2014-0170585 by Southwest Gas Corporation as to their interest, if any.
6. An easement for highway and incidental purposes, recorded as Docket 5212, Page 442.
7. An easement for drainage ditch, dyke and incidental purposes, recorded as Docket 5816, Page 364.
8. An easement for drainage, constructing, maintaining, channel, appurtenances and incidental purposes, recorded as 93-0694075 of Official Records.
9. An easement for public utility and incidental purposes, recorded as 00-0028083 of Official Records.
10. A Resolution by the Board of Supervisors of Maricopa County Arizona, recorded in Docket 5006, Page 333, and plat recorded in Book 15, Page 54 of Road Maps, purporting to establish a county roadway over the South 55 feet.
11. The following matters disclosed by an ALTA/ACSM survey made by Clouse Engineering Inc on October 4, 2013, designated Job No. 130807:
 1. Headwall located in SW corner

12. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

13. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

Clear Title Agency of Arizona

4th Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. Pay second half of 2013 taxes.

NOTE: Taxes are assessed in the total amount of \$5,867.58 for the year 2013 under Assessor's Parcel No. 217-29-030B 9.

3. **(REQUIREMENT SATISFIED)**

4. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

5. Furnish a copy of the Partnership Agreement of SiLor Limited Partnership, a Limited Partnership , together with any amendments thereto.

6. Approval by all parties to this transaction of the description used herein.

7. Record Warranty Deed from SiLor Limited Partnership, an Arizona limited partnership to Buyer(s).

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

8. Return to title department for final recheck before recording.

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

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

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof

OR

the last recorded instrument vesting title to the land described herein:

The map attached, if any, may or may not be a survey of the land depicted hereon. Clear Title Agency of Arizona expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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.

End of Requirements

NEC of 124th & Shea – Ownership Entities

Five Lots, LLC

Judith Brown

7122 E. Becker Lane

Scottsdale, AZ 85254

Judith.brown@azmoves.com

480-948-5522

Silor Limited Partnership

Lori Tibshraeny, President

2101 E. Broadway Road

Tempe, AZ 85252

480-966-9917

Myron and Marilyn Toomey

19 Graystone Road

Marblehead, MA 01945

Silor Limited Partnership

Date: 1-24-14

Via Hand-Delivery with Application, to:

City of Scottsdale
Planning & Development Department
7447 East Indian School Road
Scottsdale, Arizona 85251

Re: Letter of Authorization – NEC of 124th & Shea

Dear Sir or Madam:

This letter authorizes Berry Riddell & Rosensteel, LVA Urban Design Studio and Clouse Engineering to represent Silor Limited Partnership in all Pre-Application, General Plan Amendment, Rezoning, Abandonment and Development Review Board related matters regarding the property located at the northeast corner of 124th Street and Shea Boulevard (APN #217-29-030B) in the City of Scottsdale, Maricopa County, Arizona.

Silor Limited Partnership

Signature: Lori A. Tibshmaeny

Print Name: Lori A. Tibshmaeny

Title: President / Owner

Five Lots, LLC

Date: 1-20-2014

Via Hand-Delivery with Application, to:

City of Scottsdale
Planning & Development Department
7447 East Indian School Road
Scottsdale, Arizona 85251

Re: Letter of Authorization – NEC of 124th & Shea

Dear Sir or Madam:

This letter authorizes Berry Riddell & Rosensteel, LVA Urban Design Studio and Clouse Engineering to represent Five Lots, LLC in all Pre-Application, General Plan Amendment, Rezoning, Abandonment and Development Review Board related matters regarding the property located at the northeast corner of 124th Street and Shea Boulevard (APN #217-29-031) in the City of Scottsdale, Maricopa County, Arizona.

Five Lots, LLC

Signature: Judith V. Brown

Print Name: JUDITH V. BROWN

Title: President

Myron & Marilyn Toomey

Date: 1/21/14

Via Hand-Delivery with Application, to:

City of Scottsdale
Planning & Development Department
7447 East Indian School Road
Scottsdale, Arizona 85251

Re: Letter of Authorization – NEC of 124th & Shea

Dear Sir or Madam:

This letter authorizes Berry Riddell & Rosensteel, LVA Urban Design Studio and Clouse Engineering to represent Myron & Marilyn Toomey in all Pre-Application, General Plan Amendment, Rezoning, Abandonment and Development Review Board related matters regarding the property located at the northeast corner of 124th Street and Shea Boulevard (APN #217-29-029) in the City of Scottsdale, Maricopa County, Arizona.

Myron & Marilyn Toomey

Signature: Myron Toomey Marilyn Toomey

Print Name: Myron Toomey Marilyn Toomey

Title: OWNERS

**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:

MARICOPA CO. TAX PARCEL 217-29-029

(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.

Marilyn Coomey

Signature of Property Owner

Marilyn Coomey

1/21/14

Date

Approved in Resolution 6161, October 7, 2002

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to 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) where 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 decisions.

APPEAL PROCEDURE

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

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

- ❖ 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 de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

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.

**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:

12404 E. Shea Boulevard Scottsdale, AZ 85259

(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.

Judith V. Brown
Signature of Property Owner

1-20-2014
Date

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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3939 Drinkwater Blvd.
Scottsdale, AZ 85251

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3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

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**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:

NEC of 124th + Shea Blvd, Scottsdale AZ

(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.

Levi A. Tibshman
Signature of Property Owner

1-24-14
Date

Approved in Resolution 6161, October 7, 2002

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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