

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

FIRST AMERICAN TITLE INSURANCE COMPANY

issued by
Great American Title Agency, Inc.

SCHEDULE A

Commitment Number: 21500175
(PH10921B New Stoplight North)

Commitment Amount: \$0.00

Effective Date: January 6, 2015 at 07:30 A.M.,
Records of Maricopa County, Arizona

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

(Endorsed for Leasehold)

1. Name of Proposed Insured:

T-Mobile West LLC, a Delaware limited liability company

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

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

T-Mobile West LLC, a Delaware limited liability company

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

SEE EXHIBIT "A" ATTACHED HEREIN

Owner/Fee Title: City of Scottsdale, an Arizona municipal corporation

Parcel No.: (note: currently unassessed)

SCHEDULE A, PART II

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

A lease executed by **City of Scottsdale, an Arizona municipal corporation**, Lessor, to **T-Mobile West LLC, a Delaware limited liability company**, Lessee, dated ____, recorded ____, in Instrument No. ____.
(Term: ____)

END OF SCHEDULE A

SCHEDULE B

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

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

PART TWO:

1. Property is currently unassessed for tax year 2015.
2. 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 304, Page 447 of Official Records.
3. All matters as set forth in Map of Dedication for Pinnacle Peak Village North recorded as Book 312 of Maps, Page 43 of Official Records.
4. All matters as set forth in Map of Dedication for Alma School Parkway In Troon North recorded as Book 343 of Maps, Page 8 of Official Records.
5. All matters as set forth in Pinnacle Views at Troon North Phase 1 recorded as Book 349 of Maps, Page 15 of Official Records.
6. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded as 85-128823, First Supplemental recorded as 85-425470 and First Certificate recorded as 87-023350 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
7. All matters as set forth in Boundary Adjustment and Easement Agreement recorded as 88-314045 of Official Records.
8. All matters as set forth in Ingress-Egress Agreement recorded as 89-025708 of Official Records.
9. All matters as set forth in PLSS Subdivision – Record of Survey recorded as Book 672 of Maps, Page 2 and Amended recorded as Book 1091 of Maps, Page 41 of Official Records.
10. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
11. The terms and conditions of the lease set forth in Schedule A, Part Two.

END OF SCHEDULE B

REQUIREMENTS

1. Furnish a copy of the Articles of Organization, stamped "filed" by the Delaware Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of T-Mobile West LLC, a Delaware limited liability company.
2. Proper showing that all statutory requirements including but not limited to furnishing copies of the minutes of the City Council meeting and recordation of a Resolution approving transaction, leading to the execution and recording of Lease to be insured herein.
3. Furnish legal description to be insured herein.
4. Record Lease as shown in Schedule A, Part II, herein.
5. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
6. Such further requirements as may be necessary after completion of the above.

END OF REQUIREMENTS

EXHIBIT "A"

That portion of the Southerly 402.26 feet of Alma School Parkway as set forth in MAP OF DEDICATION FOR ALMA SCHOOL PARKWAY IN TROON NORTH, according to Book 343 of Maps, Page 8, records of Maricopa County, Arizona.

(NOTE: Full legal description to be provided before close of transaction)



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.

FIRST AMERICAN TITLE INSURANCE COMPANY

issued by

Great American Title Agency, Inc.

SCHEDULE A

Commitment Number: 21501842
(PH10921B New Stoplight North)

Commitment Amount: \$0.00

Effective Date: April 10, 2015 at 07:30 A.M.,
Records of Maricopa County, Arizona

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

(Endorsed for Leasehold)

1. Name of Proposed Insured:

T-Mobile West LLC, a Delaware limited liability company

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

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

T-Mobile West LLC, a Delaware limited liability company

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

SEE EXHIBIT "A" ATTACHED HEREIN

Owner/Fee Title: Candlewood Estates at Troon North Homeowners Association, an Arizona non-profit corporation

Parcel No.: 216-73-284

SCHEDULE A, PART II

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

A lease executed by **Candlewood Estates at Troon North Homeowners Association, an Arizona non-profit corporation**, Lessor, to **T-Mobile West LLC, a Delaware limited liability company**, Lessee, dated ____, recorded ____, in Instrument No. ____.
(Term: __)

END OF SCHEDULE A

SCHEDULE B

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

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

PART TWO:

1. Taxes for the year 2015, if any, a lien not yet due and payable.
2. 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.
3. Any charge upon said land by reason of its inclusion in Troon North Association.
4. Any charge upon said land by reason of its inclusion in Candlewood Estates at Troon North Homeowners' Association.
5. Easements, restrictions, reservations, conditions and set -back lines as set forth on the plat recorded in Book 365 of Maps, Page 44, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded in 2006-1427122 and re-recorded in 2007-0228652 and Notice recorded in 2013-0796122 of Official Records and as shown on the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
7. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded in 2004-0344647, Annexation recorded in 94-0871779, Notice recorded in 2004-1090173 and Notice recorded in 2011-0809419 of Official Records and as shown on the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
8. All matters as set forth in Ingress-Egress Agreement recorded as 89-025708 of Official Records.
9. An easement for utilities and all other matters as set forth therein, recorded in 94-0807372 of Official Records.
10. An easement for utilities and all other matters as set forth therein, recorded in 94-0807373 of Official Records.
11. All matters as set forth in Assumption Agreement recorded as 2003-1737102 of Official Records.
12. All matters as set forth in PLSS Subdivision – Record of Survey recorded as Book 672 of Maps, Page 2 and Amended recorded in Book 1091 of Maps, Page 41 of Official Records.

SCHEDULE B

PART TWO (Continued):

13. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
14. The terms and conditions of the lease set forth in Schedule A, Part Two.

END OF SCHEDULE B

REQUIREMENTS

1. Furnish a copy of the Articles of Organization, stamped "filed" by the Delaware Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of T-Mobile West LLC, a Delaware limited liability company.
2. Proper showing that Candlewood Estates at Troon North Homeowners Association, an Arizona non-profit corporation has been duly incorporated under the laws of the State of Arizona and is now in good standing and authorized to transact business in said State.
3. Furnish a certified copy of a resolution by the Board of Directors of Candlewood Estates at Troon North Homeowners Association, an Arizona non-profit corporation, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
4. Record Lease as shown in Schedule A, Part II, herein.
5. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
6. Such further requirements as may be necessary after completion of the above.

END OF REQUIREMENTS

EXHIBIT "A"

Tract "E", CANDLEWOOD ESTATES AT TROON NORTH UNIT IV, according to Book 365 of Maps, Page 44, records of Maricopa County, Arizona.

EXCEPT all the coal and other minerals as reserved in Patent to said land.



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.