207 Waiver
Title
Legal Description
Policy or Appeals
Correspondence Between Legal & Staff
Letter of Authorization

CHICAGO TITLE INSURANCE COMPANY

Title No.: CTA1109940

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

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

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

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

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

BY _____ President

ATTEST _____ Secretary

Countersigned

10-GP-2011 & 16-ZN-2011
2nd: 1/9/2012

CHICAGO TITLE INSURANCE COMPANY

2555 E. Camelback Rd., # 500
Phoenix, AZ 85016

SCHEDULE A

Title Officer: Sonja Liechty
Escrow Officer: Builder Services
Escrow No.: CTA1109940-CTA2955

1. Effective date: December 6, 2011 at 07:30 AM

2. Policy or Policies to be issued: Amount

   (a) Owner's Policy (ALTA Owner's Policy (06/17/2006))
   Proposed Insured:
   City of Scottsdale

3. The estate or interest in the land described or referred to in this Commitment is:
   A Fee

4. Title to the estate or interest in the land is at the Effective Date vested in:
   Richard S. Popper, a married man as his sole and separate property (as to Lot 10 Parcel 1)
   Nat Moore and Betty Moore, husband and wife (as to Lot 30 Parcel 1)
   Sereno 32, LLC, an Arizona Limited Liability Company (as to Lot 32 Parcel 1)
   Thomas E. Fisher, an unmarried man (as to Lot 34 Parcel 1)
   Andrius Birutis and Deborah A. Birutis, husband and wife (as to Lot 37 Parcel 1)
   Sereno 41, LLC, an Arizona Limited Liability Company (as to Lot 41 Parcel 1)
   Corn Investments, LLC, an Arizona Limited Liability Company (as to Lot 42 Parcel 1)
   Outcrop Court, LLC, an Arizona Limited Liability Company (as to Lot 43 Parcel 1)
   PATOCA, LLC, an Arizona Limited Liability Company (as to Lot 44 Parcel 1) and

   McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation (as to the remainder)

5. The land referred to in the Commitment is described as follows:
   SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lots 1 through 26, inclusive and Lots 28 through 46, inclusive, FINAL PLAT FOR SERENO CANYON PHASE 1, according of Book 910 of Maps, page 16, and Certificate of Correction recorded in Recording No. 2007-413301, and Affidavit of Amendment recorded in Recording No. 2007-603846, records of Maricopa County, Arizona

Parcel 1A:

Lot 27, of Lot 27 of SERENO CANYON PHASE 1, according to Book 1042 of Maps, page 27, records of Maricopa County, Arizona.

Parcel 2:

Lots 1 through 28 inclusive, FINAL PLAT FOR SERENCO CANYON PHASE 2, according to Book 974 of Maps, page 40, records of Maricopa County, Arizona

Parcel 3:

Lots 1 through 22 inclusive, FINAL PLAT FOR SERENO CANYON PHASE 3, according to Book 974 of Maps, page 41, records of Maricopa County, Arizona.

Parcel 4:

The west half of Parcel 2, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to Book 191 of Maps, page 26, records of Maricopa County, Arizona

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION I

REQUIREMENTS

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

5. Payment of taxes for the first half of the year 2011 plus interest and penalties, if any. (APN: 217-01-119)

6. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

   NOTE: No contact information can be found of record for the association pursuant to ARS 33-1807(J).

7. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

8. Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

   Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

   Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Chicago Title Insurance Company.

9. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

SCHEDULE B - SECTION I

(Continued)

12. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.

13. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

    Limited Liability Company: McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation

    a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

    b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

    c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

    d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

    e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. Furnish for recordation a full release/reconveyance of deed of trust:

Amount:	$643,950.00
Dated:	February 21, 2008
Trustor/Grantor:	Richard S. Popper, a married man
Trustee:	Johnson Bank
Beneficiary:	Johnson Bank
Loan No.	
Recording Date:	February 28, 2008
Recording No:	2008-178393

15. Furnish for recordation a full release/reconveyance of deed of trust:

Amount:	$500,000.00
Dated:	July 16, 2007
Trustor/Grantor:	Corn Investments, LLC, an Arizona Limited Liability Company
Trustee:	Lagacy Bank
Beneficiary:	Lagacy Bank
Loan No.	
Recording Date:	July 25, 2007
Recording No:	2007-844372

SCHEDULE B - SECTION I

(Continued)

An assignment of the beneficial interest under said deed of trust which names:

Assignee:	Enterprises Bank & Trust
Loan No.:	
Recording Date:	June 24, 2011
Recording No:	2011-528002

16. Furnish for recordation a release of Notice of Lien by Department of Child Support Sevices, San Jose, California VS Nathan Moore in the Amount of $311.00, recorded 07/02/2007 in Recording No. 2007-757352.

17. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Tidewater Finance Company
Defendant:	Nathan Moore
Principal Amount:	$12,210.00
Recording Date:	June 17, 2009
Recording No:	2009-553180

18. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	American Family Mutual Insurance Company
Defendant:	Nathan Thomas Moore
Principal Amount:	$30,910.37
Recording Date:	July 14, 2011
Recording No:	2011-585356

19. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Midland Funding LLC
Defendant:	Betty A. Moore
Principal Amount:	$2,639.46
Recording Date:	April 21, 2008
Recording No:	2008-349770

20. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Capital One Bank
Defendant:	Betty A. Moore
Principal Amount:	$2,276.93
Recording Date:	June 30, 2008
Recording No:	2008-576718

21. Furnish for recordation a release or certificate of discharge of the federal tax lien(s) shown below:

Federal Serial No.:	725542610
Taxpayer:	Elizabeth Moore
Amount:	$37,158.83
Recording Date:	December 6, 2010
Recording No:	2010-1059588

SCHEDULE B - SECTION I

(Continued)

22. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Midland Funding LLC
Defendant:	Abby Fisher and Thomas Fisher, her husband
Principal Amount:	$1,526.72
Recording Date:	August 12, 2009
Recording No:	2009-746927

23. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Sereno 32, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

24. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Senero 41, LLC an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

25. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Corn Investments, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

26. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Outcrop, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

27. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: PATOCA, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

28. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed
Grantor(s): Richard S. Popper, a married man as his sole and separate property (as to Lot 10 Parcel 1)
Nat Moore and Betty Moore, husband and wife (as to Lot 30 Parcel 1)
Sereno 32, LLC, an Arizona Limited Liability Company (as to Lot 32 Parcel 1)
Thomas E. Fisher, an unmarried man (as to Lot 34 Parcel 1)
Andrius Birutis and Deborah A. Birutis, husband and wife (as to Lot 37 Parcel 1)
Sereno 41, LLC, an Arizona Limited Liability Company (as to Lot 41 Parcel 1)
Corn Investments, LLC, an Arizona Limited Liability Company (as to Lot 42 Parcel 1)
Outcrop Court, LLC, an Arizona Limited Liability Company (as to Lot 43 Parcel 1)
PATOCA, LLC, an Arizona Limited Liability Company (as to Lot 44 Parcel 1) and

McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation (as to the remainder)

Grantee(s): City of Scottsdale, an Arizona municipal corporation

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

29. Tax Note:

Year:	20113
Tax Parcel No:	217-01-011A and 217-01-110 to 155; 161 to 188; 195 to 216.
(See Tax Sheets attached.)	

END OF SCHEDULE B - SECTION I

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

3. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2011 Taxes, except APN: 217-01-136, 139, 141, 146, 150 and 152.

4. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.

5. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.

7. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Goldie Brown Pinnacle Peak Ranch Unit One recorded in Book 191 of Maps, Page 26.

8. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording No.: Docket 12325, Page 538

9. Resolution FCD 2001R009 in favor of Rio Verde

For:	Rio Verde Area Drainage and Floodplain Management
Recording Date:	August 30, 2001
Recording No.:	2001-0801097

10. Matters contained in that certain document

Entitled:	Development Agreement
Recording Date:	April 11, 2006
Recording No:	2006-0483131

    Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272035

SCHEDULE B - SECTION II

(Continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272191

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272195

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Public Trail
Recording Date:	March 6, 2007
Recording No:	2007-0272197

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Sight Distance
Recording Date:	March 6, 2007
Recording No:	2007-0272198

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Drainage or Flood Control
Recording Date:	March 6, 2007
Recording No:	2007-0272199

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Drainage or Flood Control
Recording Date:	March 6, 2007
Recording No:	2007-0272204

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Drainage or Flood Control
Recording Date:	March 6, 2007
Recording No:	2007-0272205

19. Matters contained in that certain document

Entitled:	Wall and Landscape Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280468

Reference is hereby made to said document for full particulars.

SCHEDULE B - SECTION II

(Continued)

20. Matters contained in that certain document

Entitled:	Private Drainage Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280519

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document

Entitled:	Private Drainage Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280520

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled:	Private Drainage Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280524

Reference is hereby made to said document for full particulars.

23. Matters contained in that certain document

Entitled:	Temporary Access Easement Declaration
Recording Date:	March 12, 2007
Recording No:	2007-0290982

Reference is hereby made to said document for full particulars.

24. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Sereno Canyon Phase I, recorded in Book 910 of Maps, Page 16, thereafter Certificate of Correction recorded in Recording No. 2007-0413301 and Affidavit of Amendment recorded in Recording No. 2007-0603846.;

Thereafter City of Scottsdale Release of Easement Subdivision or Map of Dedication Affecting Lot 27 of said plat, recorded in Recording No. 2009-1000641; Recording No. 2009-1000645; Recording No. 2009-1000646 and in Recording No. 2009-1000647.

25. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No.: 2007-0448214 and
Declaration of Annexation for Sereno Canyon Phase 2 recorded in Recording No. 2008-181258 and
Declaration of Annexation for Sereno Canyon Phase 3 recorded in Recording No. 2008-181259.

SCHEDULE B - SECTION II

(Continued)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Sereno Canyon Homeowners Association

26. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470890

Reference is hereby made to said document for full particulars.

27. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470892

Reference is hereby made to said document for full particulars.

28. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470894

Reference is hereby made to said document for full particulars.

29. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470896

Reference is hereby made to said document for full particulars.

30. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: June 1, 2007
Recording No: 2007-0639965 and Termination of Easement Agreement recorded in Recording No. 2007-1295873.

Reference is hereby made to said document for full particulars.

31. A resolution in favor of City of Scottsdale

For: Abandoning a portion of public right of way
Recording Date: July 9, 2007
Recording No.: 2007-0780189

32. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Lot 27 of Sereno Canyon Phase I, recorded in Book 1042, Page 27.

SCHEDULE B - SECTION II

(Continued)

33. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 910 of Maps, page 16.

34. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 974 of Maps, page 40.

35. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 974 of Maps, page 41.

36. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	roadway and right of way for utilities
Recording Date:	February 15, 1977
Recording No:	Docket 12076, page 648

37. Memorandum relating to Abandonment of Street contained in Recording No. 2004-1264259, 2004-1264265, 2004-1264268, 2004-1264277 and 2004-1270836.

38. Matters contained in that certain document

Entitled:	Facility Payback Agreement for Sewer System Improvements in the Sereno Canyon Service Area
Dated:	12/14/2010
Executed by:	The City of Scottsdale and McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation
Recording Date:	December 21, 2010
Recording No:	2010-1110660 and 2010-1110859.

Reference is hereby made to said document for full particulars.

39. Matters contained in that certain document

Entitled:	Sereno Canyon Water and Sewer Credit Agreement
Dated:	12/14/2010
Executed by:	The City of Scottsdale and McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation
Recording Date:	December 21, 2010
Recording No:	2010-1110685

Reference is hereby made to said document for full particulars.

40. City of Scottsdale Release of Easement Subdivision or Map of Dedication recorded in Recording No. 2009-1000641, 2009-1000645, 2009-1000646, 2009-1000647 (Lot 27 of Book 910 of Maps, page 16)

41. Matters contained in that certain document

Entitled:	Developer Water Line Payback Agreement
Recording Date:	July 7, 2010
Recording No:	2010-572914

Reference is hereby made to said document for full particulars.

SCHEDULE B - SECTION II

(Continued)

42. Matters contained in that certain document

Entitled: Notice of Reimbursement for Water Line Extensions
recorded in Recording No. 2010-572911, 2010-572913, 2010-572915, 2010-572916, 2010-572918, and 2010-572919

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B - SECTION II

CHICAGO TITLE INSURANCE COMPANY

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

ATTACHMENT ONE (01-01-08)

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date- unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A
     or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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

ATTACHMENT ONE
(CONTINUED)

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

ATTACHMENT ONE
(CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 5,000.00

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e , 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or	$ 5,000.00

$ 2,500.00
(whichever is less)

ATTACHMENT ONE
(CONTINUED)

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

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01/01/08)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

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

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

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

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

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

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

Effective Date: 5/1/2008

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

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

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

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

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

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

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

PROJECT DATA SHEET

Project Address: SEC of Ranch Gate Road & 125th Place	Date: 09/1/12
Proposed Use: Resort Community (R1-130 ESL, R1-43 ESL and R-4R ESL)	Existing Zoning: R1-130 ESL

Project Data				
Residential R1-130 ESL (Existing)	**Residential R1-43 ESL (Proposed)**	**Residential R4-R ESL (Proposed)**	**Calculations**	**To Be Completed by City**
			Net Lot Area	
122.4 ac	95.7 ac	131.9 ac	Gross Lot Area	
n/a	n/a	n/a	Gross Floor Area Allowed	
n/a	n/a	n/a	Gross Floor Area Provided	
n/a	n/a	n/a	Building Volume Allowed	
n/a	n/a	n/a	Building Volume Provided	
44	54	299	Number of Units or Lots	
0.37 du/ac*	0.83 du/ac	7.5 du/ac	Density Allowed	
0.36 du/ac	0.6 du/ac	2.3 du/ac	Density Provided	
Overall - 1.1 du/ac				
49,000 Sq.Ft.	32,250 Sq.Ft.	4,100 Sq.Ft.	Minimum Lot Size Allowed	
	32, 250 Sq.Ft.	4,100 Sq.Ft.	Minimum Lot Size Provided	
24'	24'	35'	Building Height Allowed	
24'	24'	29' - Resort	Building Height Provided	
		24' - Residential		
n/a		n/a	Net Floor Area	
TBD, per Ord.	TBD, per Ord.	TBD, per Ord.	Parking Spaces Required	
TBD, per Ord.	TBD, per Ord.	TBD, per Ord.	Parking Provided On-Site	
None	None	None	Parking Provided Off-Site	
TBD, per Ord.	TBD, per Ord.	TBD, per Ord.	Total Parking Required	
52 Acres	95 Acres		Open Space Required	
Overall - 147 Acres (42%)				
81 Acres	95 Acres		Open Space Provided	
Overall - 176 Acres (50%)				
			Front Open Space Required	
			Front Open Space Provided	
			Parking Lot Landscaping Required	
			Parking Lot Landscaping Provided	

Set Backs & Parking Requirements						
Standard Type	**Resort Estates**		**Resort Haciendas**		**Resort Core**	
	R1-130 ESL (per 1-ZN-2005)	*R1-130 ESL (Proposed)*	*R1-43 ESL*	*R1-43 ESL (Proposed)*	*R-4R*	*R-4R (Proposed)*
Minium Lot Area	49,000	No Change	43,560	32,250	4,100 / 5,700	No Change
Minium Lot Width	150'	No Change	150'	113'	n/a	No Change
Front Setback	45'	No Change	40'	30'	30' Perimter	No Change
Rear Setback	45'	No Change	35'	27'	30' Perimter	No Change
Side Setback	22.5'	No Change	20'	15'	30' Perimter	No Change
Parking	per Ord.	No Change	per Ord.	No Change	per Ord.	No Change
Building Height	24'	No Change	24'	No Change	35'	24'/29'

* Maximum density in R1-130 ESL area allows 0.37 du/ac per 1-ZN-2005 Density Incentive approval

Note: Building heights will be a maximum of 24 feet for all units except Travaasa Resort & Spa. Building heights in Resort & Spa parcel will be a maximum of 29 feet.

10-GP-2011
2nd: 9/21/2012

16-ZN-2011
2nd: 9/21/2012

Affidavit of Sign Posting

☐ **Project Under Consideration Sign (White)** ☑ **Public Hearing Notice Sign (Red)**

Case Number: 10-GP-2011, 16-ZN-2011, 1-ZN-2005#2-CC Date x2 Signs

Project Name: Sereno Canyon & Resort

Location: NW Corner of E Pinnacle Peak Road & 128th Street Alignment

Site Posting Date: 11-16-2012

Applicant Name: John Berry

Sign Company Name: Scottsdale Sign A Rama

Phone Number: 480-994-4000

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Stephanie Fisher
Applicant Signature

11-16-2012
Date

Return completed original signed and notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal. E-mail copy to your project coordinator.

Acknowledged before me this the 16th day of November 2012

Alyssa M. Blake
Notary Public

My commission expires: 3/27/2015

Alfredo I. Peralta
Notary Public
Maricopa County, Arizona
My Commission Expires 08-27-15

Planning, Neighborhood & Transportation Division
7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088


CITY OF SCOTTSDALE
PUBLIC NOTICE
ZONING/PUBLIC HEARINGS
City Hall
3939 N. Drinkwater Blvd.
www.ScottsdaleAZ.gov/projects/Projects in Process
PLANNING COMMISSION: 5:00 P.M., 11/14/2012
CITY COUNCIL: 5:00 P.M., 12/03/2012
REQUEST: by applicant to amend a previously approved zoning case, Case No. 1-ZN-2005, by amending zoning case stipulations and the approved site plan in order to reduce the required Natural Area Open Space dedicated acreage and location on the 330 +/- acre site; and 10-GP-2011 for the approval of a non-major General Plan amendment from the General Plan Rural Neighborhoods Land Use designation to a General Plan Resort/Tourism Land Use designation for 132 +/- acres; and case 16-ZN-2011 for the approval of a zoning map amendment to rezone 95+/- acres, of a 227+/- acre site, from the Single-Family Residential District, Environmentally Sensitive Lands (R1-130/ESL) zoning designation to the Single-Family Residential District, Environmentally Sensitive Lands (R1-43/ESL) zoning designation; and case to rezone 132+/-acres, of the 227+/- acre site, from the Single-Family Residential District, Environmentally Sensitive Lands (R1-130/ESL) zoning designation to the Resort/TownhouseResidential, Environmentally Sensitive Lands (R-4R/ESL)zoning on 227 +/- acres site.
LOCATION: NW Corner of E. Pinnacle Peak Rd and N. 128th St. Alignment
Case Number: 10-GP-2011, 16-ZN-2011, 1-ZN-2005#2
Applicants Contact: John Berry
Phone number: 480-385-2727
Case File Available at City of Scottsdale: 480-312-7000
Posting Date: 10/26/2012
- Penalty for removing or defacing sign prior to date of last hearing
- Applicant Responsible for Sign Removal
11.16.2012


CITY OF SCOTTSDALE
PUBLIC NOTICE
ZONING/PUBLIC HEARINGS
City Hall
3939 N. Drinkwater Blvd.
www.ScottsdaleAZ.gov/projects/Projects in Process
PLANNING COMMISSION: 5:00 P.M., 11/14/2012
CITY COUNCIL: 5:00 P.M., 12/03/2012
REQUEST: by applicant to amend a previously approved zoning case, Case No. 1-ZN-2005, by amending zoning case stipulations and the approved site plan in order to reduce the required Natural Area Open Space dedicated acreage and location on the 330 +/- acre site; and 10-GP-2011 for the approval of a non-major General Plan amendment from the General Plan Rural Neighborhoods Land Use designation to a General Plan Resort/Tourism Land Use designation for 132 +/- acres; and case 16-ZN-2011 for the approval of a zoning map amendment to rezone 95+/- acres, of a 227+/- acre site, from the Single-Family Residential District, Environmentally Sensitive Lands (R1-130/ESL) zoning designation to the Single-Family Residential District, Environmentally Sensitive Lands (R1-43/ESL) zoning designation; and case to rezone 132+/-acres, of the 227+/- acre site, from the Single-Family Residential District, Environmentally Sensitive Lands (R1-130/ESL) zoning designation to the Resort/TownhouseResidential, Environmentally Sensitive Lands (R-4R/ESL)zoning on 227 +/- acres site.
LOCATION: NW Corner of E. Pinnacle Peak Rd and N. 128th St. Alignment
Case Number: 10-GP-2011, 16-ZN-2011, 1-ZN-2005#2
Applicants Contact: John Berry
Phone number: 480-385-2727
Case File Available at City of Scottsdale: 480-312-7000
Posting Date: 10/26/2012
- Penalty for removing or defacing sign prior to date of last hearing
- Applicant Responsible for Sign Removal
11. 16. 2012

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:

S.W.C. OF RANCH GATE RD. &125TH PLACE

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

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

Signature of Property Owner

12/19/2011
Date

16-ZN-2011
1st: 12/19/2011

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this _____ day of December, 2007, by Barbara Katch, as Trustee of the Herman Lipsitz Family Trust, and as trustee of the Helen V. Nobel Lipsitz Family Trust, General Partners of HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership, on behalf of the limited partnership.

NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Ann E. Karbuck, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 28, 2009
Member, Pennsylvania Association of Notaries

4. Full Force and Effect. Except as herein specifically modified, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Annexation is made and entered into as of the day and year written above.

MCDOWELL MOUNTAN BACK BOWL, LLC,
an Illinois limited liability company

By _____
Name Marvin Bailey
Its Authorized Representative

STATE OF Illinois)
) ss.
County of DuPage)

The foregoing instrument was acknowledged before me this 26th day of February, 2008, by Marvin Bailey, the Authorized Representative of MCDOWELL MOUNTAN BACK BOWL, LLC, an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

12/03/11

OFFICIAL SEAL
LINDA MENDRALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/11

Order: CTA1109940 Doc: MP:2008 00181258 Page 2 of 2 Created By: d.galdamez Printed: 12/21/2011 12:38:08 PM EST

Hold for PU

When Recorded, Return to:

Snell & Wilmer L.L.P
One Arizona Center
Phoenix, AZ 85004-2202
Attn: Jody Pokorski, Esq.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0181259 02/29/08 01:07 PM
2 OF 2

DECLARATION OF ANNEXATION
FOR
SERENO CANYON
(PHASE 3)

THIS DECLARATION OF ANNEXATION FOR SERENO CANYON PHASE 3 (the "Declaration of Annexation") is executed and effective as of this 23rd day of February, 2008, by MCDOWELL MOUNTAN BACK BOWL, LLC, an Illinois limited liability company ("Declarant").

RECITALS

A. That certain Declaration of Covenants, Conditions and Restrictions for Sereno Canyon, dated April, 16, 2007, was recorded April 17, 2007 as Instrument No. 2007-0448214, records of Maricopa County, Arizona (the "Declaration").

B. Section 9.5 of the Declaration provides that additional property may be annexed to property covered by such Declaration by Declaration of Annexation executed by Declarant and recorded in the records of Maricopa County, Arizona.

C Declarant executes this Declaration of Annexation for the purpose of adding Lots 1 through 21, inclusive, and Tracts A and B, as shown on the Final Plat for Sereno Canyon Phase 3 recorded in Book 974 of Maps, page 41, records of Maricopa County, Arizona (the "Phase 3 Property") to the Declaration.

ANNEXATION

NOW, THEREFORE, Declarant hereby certifies and declares as follows:

1. Annexation. The Phase 3 Property shall be hereinafter subject to the Declaration and shall be hereinafter included within the definition of Property under the Declaration.

2. Common Areas. Tracts A, and B of the Phase 3 Property are hereby designated as Common Areas. The Common Areas shall be held and conveyed subject to the terms of the Declaration easements set forth in the Final Plat for Sereno Canyon Phase 3.

Order: CTA1109940 Doc: MP:2008 00181259 Page 1 of 2 Created By: d.galdamez Printed: 12/21/2011 12:38:47 PM EST

3. Definitions. Capitalized terms used in this Declaration of Annexation and not otherwise defined herein shall have the same meanings as are set forth for such terms in the Declaration.

4. Full Force and Effect. Except as herein specifically modified, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Annexation is made and entered into as of the day and year written above.

MCDOWELL MOUNTAN BACK BOWL, LLC,
an Illinois limited liability company

By _____
Name Marvin Bailey IV
Its Authorized Representative

STATE OF Illinois)
) ss.
County of DuPage)

The foregoing instrument was acknowledged before me this 20th day of February, 2008, by Marvin Bailey, the Authorized Representative of MCDOWELL MOUNTAN BACK BOWL, LLC, an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

12/03/11

OFFICIAL SEAL
LINDA MENDRALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/11

Order: CTA1109940 Doc: MP:2008 00181259 Page 2 of 2 Created By: d.galdamez Printed: 12/21/2011 12:38:47 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071295873 12/10/2007 02:19
ELECTRONIC RECORDING

071355-12-3-3--
floresc

THOMAS TITLE & ESCROW

When recorded, return to:
Theresa Frankiewicz
Crown Community Development
1751-A West Diehl Road
Naperville, IL 60563

2 OF 2

071355-AC

TERMINATION OF EASEMENT AGREEMENT

This TERMINATION OF EASEMENT AGREEMENT (this "Termination") is made and is effective as of the 10th day of December, 2007 (the "Effective Date") by and between MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("MMBB") and HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("HHL"), with respect to the following facts:

RECITALS

Whereas MMBB is the owner of the real property described on Exhibits A-1 and A-2 attached hereto (the "Original MMBB Property");

Whereas, concurrently with this Termination, HHL is conveying the real property described on Exhibit B attached hereto ("HHL's Former Property") to MMBB;

Whereas, MMBB and HHL entered into that certain Easement Agreement dated as of May 1, 2007 and recorded June 1, 2007 as Document No. 20070639965 in the Official Records of the Maricopa County Recorder (the "Easement Agreement") affecting the Original MMBB Property and HHL's Former Property; and

Whereas, MMBB and HHL wish to execute this Termination for purposes of terminating the Easement Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Termination acknowledge that the Easement Agreement has been terminated and is of no further force and effect and the parties hereto have been released and relieved of all obligations and liabilities thereunder. This Termination may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2072400.3

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date here above written.

MMBB:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: Henry Crown and Company, a Delaware corporation, its Manager

By: _____
Name:
Its:

HHL:

HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: _____
Barbara Katch, as trustee of the Herman Lipsitz Family Trust, and as trustee of the Helen V. Nobel Lipsitz Family Trust, General Partners

Order: CTA1109940 Doc: MP:2007 01295873 Page 2 of 12 Created By: d.galdamez Printed: 12/21/2011 12:39:11 PM EST

STATE OF Illinois)
) ss.
County of DuPage)

This instrument was acknowledged and executed before me this 6th day of December, 2007, by Marvin Bailey, the ~~Authorized Representative~~ of: Henry Crown and Company, a Delaware corporation, the Manager McDowell Mountain Back Bowl, LLC, an Illinois limited liability company, on behalf of the company.

Linda Mendrala
Notary Public

My Commission Expires:
12/03/11

OFFICIAL SEAL
LINDA MENDRALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/11

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Barbara Katch, as Trustee of the Herman Lipsitz Family Trust, and as trustee of the Helen V. Nobel Lipsitz Family Trust, General Partners of HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership, on behalf of the limited partnership.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Order: CTA1109940 Doc: MP:2007 01295873 Page: 3 of 3 Created By: d.galdamez Printed: 12/21/2011 12:39:12 PM EST

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date here above written.

MMBB:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: Henry Crown and Company, a Delaware corporation, its Manager

By: _____
Name:
Its:

HHL:

HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: Barbara Katch
Barbara Katch, as trustee of the Herman Lipsitz Family Trust, and as trustee of the Helen V. Nobel Lipsitz Family Trust, General Partners

Order: CTA1109940 Doc: MP:2007 01295873 Page 1 of 2 Created By: d.galdamez Printed: 12/21/2011 12:39:12 PM EST

STATE OF_____)
) ss.
County of_____)

This instrument was acknowledged and executed before me this ____ day of_____, 2007, by _____, the _____ of Henry Crown and Company, a Delaware corporation, the Manager McDowell Mountain Back Bowl, LLC, an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 7 day of Dec., 2007, by Barbara Katch, as Trustee of the Herman Lipsitz Family Trust, and as trustee of the Helen V. Nobel Lipsitz Family Trust, General Partners of HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership, on behalf of the limited partnership.

_____
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Ann E. Kaduck, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 28, 2009
Member, Pennsylvania Association of Notaries

My Commission Expires:

_____

Order: CTA1109940 Doc: MP:2007 01295873 Page: 5 of 12 Created By: d.galdamez Printed: 12/21/2011 12:39:13 PM EST

EXHIBIT A-1

Tract A of that certain Final Plat for Sereno Canyon Phase 1 recorded as Document Number 2007-0370697 in Book 910, Page 16 in the Official Records of Maricopa, County, Arizona.

EXHIBIT A-2

[See Attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

November 3, 2006
WP# 042054.18

See Exhibit "A"

PARCEL DESCRIPTION
Proposed Sereno Canyon
Phase 2

A portion of Parcel 6 and 7 and all of Parcel 3 of Goldie Brown Pinnacle Peak Ranch: Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 11, a General Land Office (G.L.O.) brass cap, from which the southwest corner of said section, a G.L.O. brass cap bears South 89°53'42" West (basis of bearing), a distance of 2638.72 feet, said south quarter corner being the **POINT OF BEGINNING;**
THENCE along the south line of said section, South 89°53'42" West, a distance of 1319.34 feet, to the southwest corner of said Parcel 3;
THENCE leaving said south line, along the west line of said Parcel 3, North 00°01'09" West, a distance of 1320.71 feet, to the northwest corner of said Parcel 3, being also the southwest corner of said Parcel 6;
THENCE leaving said west line, along the west line of said Parcel 6, North 00°03'45" West, a distance of 1094.76 feet;
THENCE leaving said west line, North 89°56'15" East, a distance of 25.00 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said curve, having a radius of 17.00 feet, concave southeasterly, whose radius bears North 89°56'15" East, through a central angle of 89°59'59", a distance of 26.70 feet, to the curve's end;
THENCE North 89°56'14" East, a distance of 8.19 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 171.00 feet, concave southerly, through a central angle of 42°01'21", a distance of 125.42 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 159.00 feet, concave northerly, through a central angle of 43°15'44", a distance of 120.06 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 492.00 feet, concave southerly, through a central angle of 14°01'13", a distance of 120.39 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 531.00 feet, concave northerly, through a central angle of 14°44'59", a distance of 136.70 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 569.00 feet, concave southerly, through a central angle of 37°19'08", a distance of 370.61 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 231.00 feet, concave northerly, through a central angle of 67°55'16", a distance of 273.84 feet, to the curve's end;
THENCE North 57°21'59" East, a distance of 117.13 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 17.00 feet, concave southerly, through a central angle of 84°39'42", a distance of 25.12 feet, to a point of compound curvature;

Parcel Description
Proposed Sereno Canyon
Phase 2

November 3, 2006
WP# 042054.18
Page 2 of 4
See Exhibit "A"

THENCE southeasterly along said curve, having a radius of 481.50 feet, concave northeasterly, through a central angle of 00°40'28", a distance of 5.67 feet, to the curve's end;
THENCE South 38°38'48" East, a distance of 94.32 feet, to the beginning of a curve;
THENCE southeasterly along said curve, having a radius of 236.50 feet, concave northeasterly, through a central angle of 30°04'33", a distance of 124.14 feet, to a point of reverse curvature;
THENCE southeasterly along said curve, having a radius of 291.50 feet, concave southwesterly, through a central angle of 27°32'25", a distance of 140.11 feet,
to a point of compound curvature;
THENCE southeasterly along said curve, having a radius of 563.00 feet, concave southwesterly, through a central angle of 28°47'54", a distance of 282.98 feet, to a point of intersection with a non-tangent line;
THENCE North 77°36'59" East, a distance of 25.00 feet;
THENCE North 74°55'55" East, a distance of 12.01 feet;
THENCE North 77°33'46" East, a distance of 25.00 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said curve, having a radius of 17.00 feet, concave northeasterly, whose radius bears North 77°33'46" East, through a central angle of 90°18'20", a distance of 26.79 feet, to a point of intersection with a non-tangent line;
THENCE South 12°44'34" East, a distance of 20.00 feet;
THENCE South 77°15'26" West, a distance of 1.78 feet;
THENCE South 12°44'34" East, a distance of 20.00 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said curve, having a radius of 17.00 feet, concave southeasterly, whose radius bears South 12°44'34" East, through a central angle of 92°01'36", a distance of 27.30 feet, to a point of intersection with a non-tangent line;
THENCE South 75°13'50" West, a distance of 25.00 feet;
THENCE South 74°59'44" West, a distance of 15.13 feet;
THENCE South 80°05'57" West, a distance of 45.00 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said curve, having a radius of 228.00 feet, concave easterly, whose radius bears North 80°05'57" East, through a central angle of 02°13'47", a distance of 8.87 feet, to a point of intersection with a non-tangent line;
THENCE South 77°15'26" West, a distance of 96.71 feet;
THENCE South 04°33'51" West, a distance of 290.08 feet;
THENCE South 08°47'58" East, a distance of 89.69 feet, to the south line of said Parcel 7;
THENCE along said south line, South 89°51'47" West, a distance of 225.90 feet, to the southwest corner of said Parcel 7, being also the northeast corner of said Parcel 3;

Parcel Description
Proposed Sereno Canyon
Phase 2

November 3, 2006
WP# 042054.18
Page 3 of 4
See Exhibit "A"

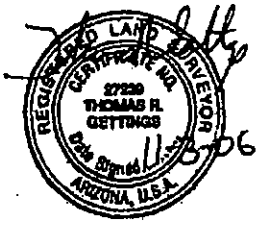
THENCE leaving said south line, along the east line of said Parcel 3, South 00°02'10" East, a distance of 1321.28 feet, to the **POINT OF BEGINNING.**

Containing 74.2578 acres, or 3,234,668 square feet of land, more or less.

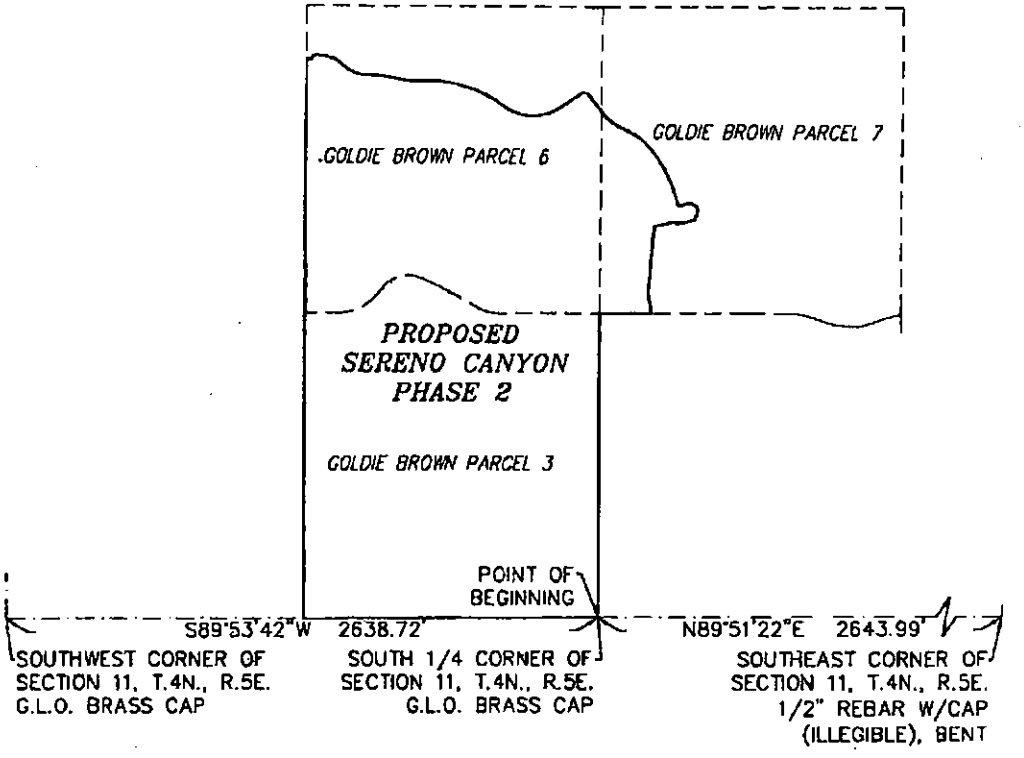
Subject to existing rights-of-way and easements.

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc. (Wood/Patel), dated June 11, 2004, job number 042054.80 and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\042054.18 Proposed Sereno Canyon Phase 2.doc



20071295873



GOLDIE BROWN = GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE BOOK 191, PAGE 26, M.C.R.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 27239 THOMAS R. GETTINGS Date Signed 11-3-06 ARIZONA, U.S.A.

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON

N

EXHIBIT "A"

PROPOSED SERENO CANYON
PHASE 2
11-02-06
WP# 062812
PAGE 4 OF 4
NOT TO SCALE
T:\2006\062812\LEGAL\2812L01-DB\DWG\2812L01

EXHIBIT B
Legal Description of Grantee's Property

The West half of Parcel 2, GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1, according to the plat of record in the Maricopa County Recorder in Book 191 of Maps, page 26.

Order: CTA1109940 Doc: MP:2007 01295873 Page 13 of 12 Created By: d.galdamez Printed: 12/21/2011 12:39:16 PM EST

Order: CTA1109940 Doc: AZMARI:MPLT 910-00016 Page: Ref 10 Created By: d.galdamez Printed: 12/21/2011 12:39:43 PM EST

FINAL PLAT FOR SERENO CANYON PHASE 1

A REPLAT OF A PORTION OF PARCEL NO.'S 6, 7, 10, 14 AND 15 AND ALL OF PARCEL 11 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G.&S.R.M., MARICOPA COUNTY, ARIZONA

OWNER
MCDOWELL MOUNTAIN RANCH BDWL, LLC

DEDICATION
STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT MCDOWELL MOUNTAIN RANCH BDWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "SERENO CANYON PHASE 1", A REPLAT OF A PORTION OF PARCEL NO.'S 6, 7, 10, 14 AND 15 AND ALL OF PARCEL 11 OF GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDERS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "SERENO CANYON PHASE 1" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT.

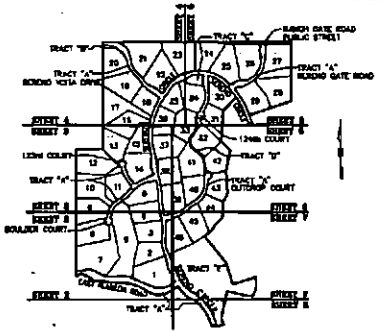
PRIVATE STREETS LOCATED WITHIN THE AREAS SHOWN HEREON AS TRACT "A" ARE HEREBY DECLARED PRIVATE, ACCESSIBLE FOR THE EXCLUSIVE USE OF OWNERS AND THEIR TENANTS, GUESTS AND INVITEES AND, THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS, AND ARE NOT DEDICATED TO THE PUBLIC FOR THE USE EXCEPT AS EXPRESSLY STATED HEREIN.

MCDOWELL MOUNTAIN RANCH BDWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, THE FOLLOWING:

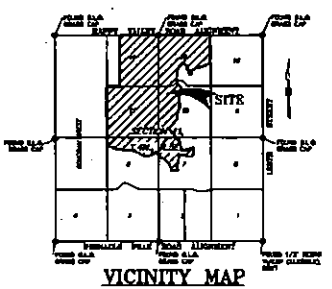
1. RANCH GATE ROAD IN FEE AS SHOWN HEREON FOR USE AS A PUBLIC STREET; MAINTENANCE SHALL BE THE ADJACENT PROPERTY OWNERS RESPONSIBILITY UNTIL SUCH TIME THE STREETS ARE IMPROVED TO CITY OF SCOTTSDALE STANDARDS AND ACCEPTED BY THE CITY OF SCOTTSDALE.
2. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS TRACTS "A" AND "B" AND WITHIN EASEMENTS PREVIOUSLY AS ELSEWHERE SPECIFIED ON THIS PLAT AS A "SEWER LINE EASEMENT" OR "S.L.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND OPERATING SEWER LINES AND RELATED FACILITIES, TOGETHER WITH ACCESS RELATED TO THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF SAID SEWER LINES, SEWER LIFT STATION AND RELATED FACILITIES; PROVIDED, HOWEVER, THAT ALL SEWER LINES SHALL BE CONSTRUCTED UNDERGROUND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR OF ANY SEWER LINE OR OTHER FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS OR SIDEWALKS DISTURBED WITH STANDARD ASPHALT OR CONCRETE (AS THE CASE MAY BE).
3. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS TRACT "A" FOR THE PURPOSE OF PROVIDING ACCESS FOR EMERGENCY AND SERVICE-TYPE VEHICLES OR "E.S.V.'S", INCLUDING REFUSE COLLECTION VEHICLES.
4. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS A "SIGHT DISTANCE EASEMENT" OR "S.D.E." FOR THE PURPOSE OF MAINTAINING VISIBILITY WITHIN SUCH AREAS.
5. A PERPETUAL, NON-EXCLUSIVE PUBLIC UTILITY EASEMENT OR "P.U.E." OVER, UPON, AND ACROSS TRACTS "A", "B" AND "C" AND WITHIN EASEMENT PREVIOUSLY AS ELSEWHERE SPECIFIED ON THIS PLAT FOR THE PURPOSE OF PROVIDING ELECTRICITY, WATER, NATURAL GAS, TELECOMMUNICATIONS, FIRE CONTROL AND ALL OTHER FORMS OF UTILITIES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION, AND REPLACEMENT FROM TIME TO TIME OF IMPROVEMENTS RELATED THERETO, UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT, OR REPAIR OF ANY UTILITY LINE OR RELATED FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS, OR SIDEWALKS DISTURBED WITH STANDARD ASPHALT OR CONCRETE ONLY.
6. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "PUBLIC DRAINAGE EASEMENT" OR "P.D.E." FOR PURPOSES OF WATER DRAINAGE, RETENTION AND DISCHARGE AND FOR THE PURPOSE OF ACCESSING, INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED THEREIN.
7. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF SEVERAL AREAS DESIGNATED ON THE PLAT AS "BOULDER EASEMENTS" OR "B.E.S.", FOR THE PURPOSE OF PRESERVING THE BOULDER FEATURES IN THEIR NATURAL STATE. IMPROVEMENTS MAY NOT BE CONSTRUCTED UPON THESE EASEMENTS.
8. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE AREAS DESIGNATED ON THE PLAT AS "VEHICULAR NON-ACCESS EASEMENTS" OR "V.N.A.E." FOR SOLE PURPOSE OF RESTRICTING ACCESS ONTO HEREIN MOTORIZED VEHICLES OF ANY NATURE EXCEPT FOR EMERGENCY VEHICLES.

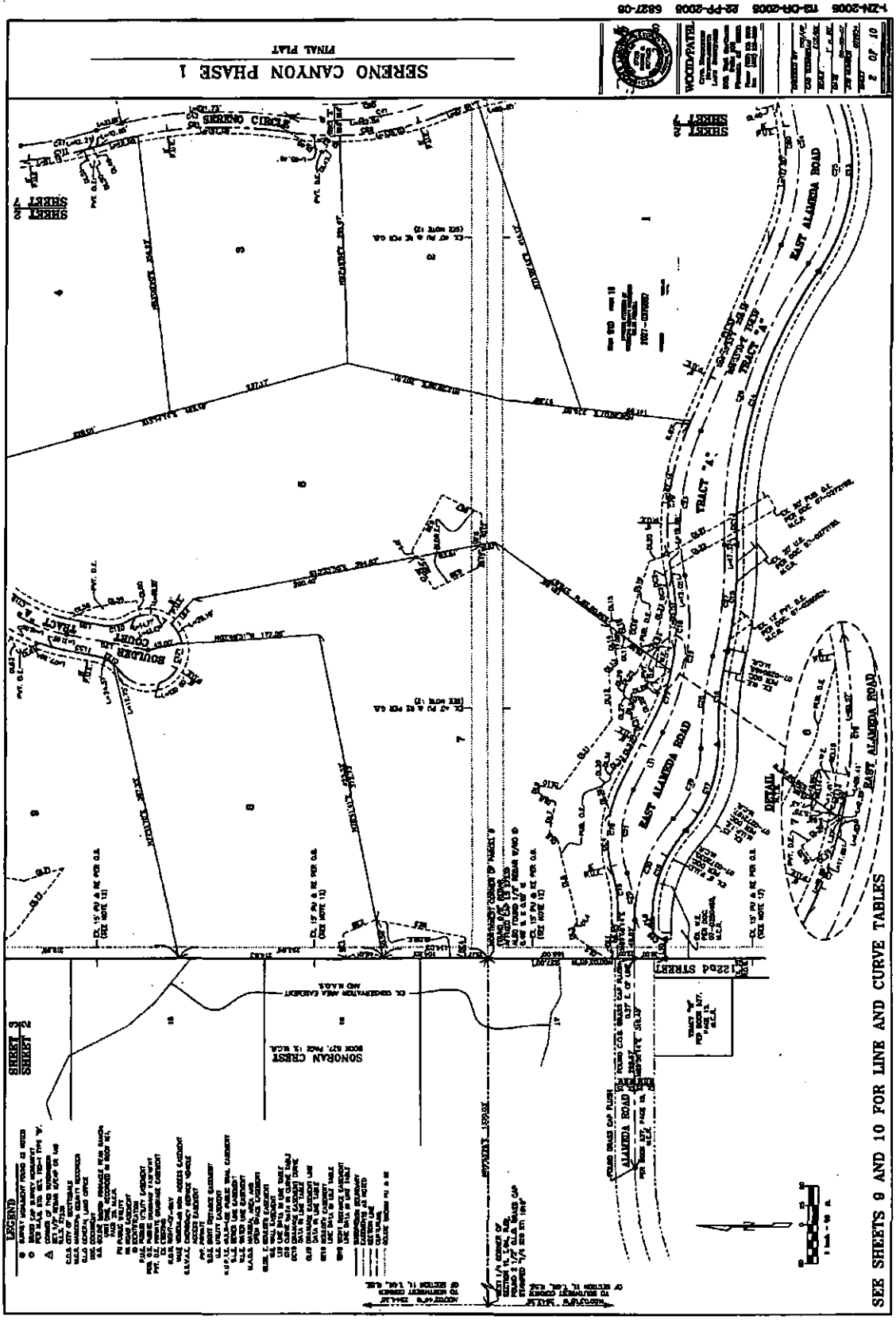
MCDOWELL MOUNTAIN RANCH BDWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, DOES HEREBY DEDICATE TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS:

1. A PERPETUAL, NON-EXCLUSIVE EASEMENT, OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENT" OR "D.E.", FOR THE PURPOSES OF WATER DRAINAGE, RETENTION AND DISCHARGE TO, ON, ACROSS AND FROM THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED HEREIN.
2. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "WALL EASEMENT" OR "W.E." FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING AND REPLACING WALLS.



INDEX MAP
N.T.S.




SERENO CANYON PHASE 1
FINAL PLAT
SERENO CIRCLE
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EAST ALAMEDA ROAD
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TRACT "B"
TRACT "C"
TRACT "D"
TRACT "E"
TRACT "F"
TRACT "G"
TRACT "H"
TRACT "I"
TRACT "J"
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TRACT "Q"
TRACT "R"
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SHEET 4 OF 10
SHEET 5 OF 10
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SHEET 7 OF 10
SHEET 8 OF 10
SHEET 9 OF 10
SHEET 10 OF 10
SEE SHEETS 9 AND 10 FOR LINE AND CURVE TABLES
LEGEND
WOOD/PATEL
12nd STREET
DETAIL

SERENO CANYON PHASE 1
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WOOD/PATEL
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4-ZN-2006 113-DR-2006 22-PP-2006 6827-06
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SHEET 8
SHEET 9

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SERENO CANYON PHASE 1
FINAL PLAT
SEE SHEETS 9 AND 10 FOR LINE AND CURVE TABLES
TRACT "A"
TRACT "B"
SERENO DRIVE
CIRCLE

SERENO CANYON PHASE 1

FINAL PLAT

SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL

1-ZN-2006 T3-OR-2006 22-PF-2006 6827-06

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Order: CTA1109940 Doc: AZMARI:MPLT 974-00040 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:40:01 PM EST

FINAL PLAT FOR SERENO CANYON PHASE 2

A REPLAT OF A PORTION OF PARCEL NO.'S 6 AND 7 AND ALL OF PARCEL 3 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G.&S.R.M., MARICOPA COUNTY, ARIZONA

OWNER
MCDOWELL MOUNTAIN RANCH BOWL, LLC

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

KNOW ALL MEN BY THESE PRESENTS: THAT MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER HAS SUBDIVIDED UNDER THE NAME OF "SERENO CANYON PHASE 2", A REPLAT OF A PORTION OF PARCEL NO'S. 6 AND 7 AND ALL OF PARCEL 3 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G&S AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "SERENO CANYON PHASE 2" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT.

PRIVATE STREETS LOCATED WITHIN THE AREAS SHOWN HEREON AS TRACT "A" ARE HEREBY DECLARED PRIVATE ACCESSWAYS FOR THE EXCLUSIVE USE OF OWNERS AND THEIR SERVANTS, GUESTS AND INVITEES AND THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS, AND ARE NOT DEDICATED TO THE PUBLIC FOR ITS USE EXCEPT AS EXPRESSLY STATED HEREIN.

MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, THE FOLLOWING:

1. 122nd STREET IS FEE AS SHOWN HEREON FOR USE AS A PUBLIC STREET, MAINTENANCE SHALL BE IN ALIGNED PROPERTY OWNERS RESPONSIBILITY UNTIL SUCH TIME THE STREETS ARE APPROVED BY THE CITY OF SCOTTSDALE STANDARDS AND ACCEPTED BY THE CITY OF SCOTTSDALE.
2. A PERPETUAL EASEMENT OVER, UPON AND ACROSS TRACTS "A", "B", "C" AND "E" AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT AS A "WATER LINE EASEMENT" OR W.L.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND OPERATING ONE OR MORE WATER LINES, AND RELATED FACILITIES, PROVIDED, THAT ALL WATER LINES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR OF ANY WATER LINES OR OTHER FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION.
3. A PERPETUAL EASEMENT OVER, UPON AND ACROSS TRACTS "A", "B" AND C AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT AS A "SEWER LINE EASEMENT" OR "S.L.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND OPERATING ONE OR MORE SEWER LINES, AND RELATED FACILITIES, TOGETHER WITH ACCESS INCIDENT TO THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF SAID SEWER LINES, SEWER LIFT STATION AND RELATED FACILITIES, PROVIDED, HOWEVER, THAT ALL SEWER LINES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR OF ANY SEWER LINE OR OTHER FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION.
4. A PERPETUAL EASEMENT OVER, UPON AND ACROSS TRACT "A" FOR THE PURPOSE OF PROVIDING ACCESS FOR EMERGENCY AND SERVICE--TYPE VEHICLES OR "E.S.V.A.E.", INCLUDING REFUSE COLLECTION VEHICLES.
5. A PERPETUAL EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS A "SIGHT DISTANCE EASEMENT" OR "S.D.E." FOR THE PURPOSE OF MAINTAINING VISIBILITY WITHIN SUCH AREAS.
6. A PERPETUAL PUBLIC UTILITY EASEMENT OR "P.U.E." OVER, UNDER, AND ACROSS TRACTS "A", "B" AND "C" AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT FOR THE PURPOSE OF PROVIDING ELECTRICITY, WATER, WASTEWATER, TELECOMMUNICATIONS, AND ALL OTHER MANNER OF UTILITIES, AND FOR CONSTRUCTION, OPERATIONS, USE, MAINTENANCE, REPAIR, MODIFICATION, AND REPLACEMENT FROM TIME TO TIME OF IMPROVEMENTS RELATED THERETO. UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT, OR REPAIR OF ANY UTILITY LINE OR RELATED FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS, OR SIDEWALKS CONTAINED WITH STANDARD ASPHALT OR CONCRETE ONLY AND SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION. THE FOREGOING DOES NOT EXCUSE COMPLIANCE WITH ANY CITY REVIEW AND APPROVAL REQUIREMENTS APPLICABLE TO THE INSTALLATION OF SUCH UTILITY FACILITIES.
7. A PERPETUAL EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "PUBLIC DRAINAGE EASEMENT" OR "PUB. D.E." FOR PURPOSES OF WATER DRAINAGE, RETENTION AND DISCHARGE AND FOR THE PURPOSE OF ACCESSING, INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED THEREON.
8. A PERPETUAL EASEMENT OVER, UPON AND ACROSS EACH OF THE AREAS DESIGNATED ON THIS PLAT AS "NON-SCALAR NON-ACCESS EASEMENTS" OR "N.A.A.E." FOR THE PURPOSE OF RESTRICTING AREAS OVER WHICH NO MOTORIZED VEHICLE OF ANY NATURE MAY ENTER OR CROSS.
9. A PERPETUAL EASEMENT OVER, UPON AND ACROSS TRACT "F" SHOWN ON THIS PLAT AS AN ACCESS EASEMENT, OR "A.E." FOR PURPOSES OF VEHICULAR AND PEDESTRIAN ACCESS BETWEEN NORTH 124th STREET AND EAST MCDOWELL WAY AS SHOWN ON THIS PLAT AND THE ADJOINING HH PROPERTY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP PROVIDED.

MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, DOES HEREBY DEDICATE TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS.

1. A PERPETUAL EASEMENT, OVER UPON AND ACROSS EACH OF THE SEVERAL TRACTS AND OTHER AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENT" OR "D.E." FOR PURPOSES OF WATER DRAINAGE, RETENTION AND DISCHARGE TO, ON, ACROSS AND FROM THIS PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED HEREON.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF SCOTTSDALE THAT IT IS THE SOLE OWNER OF THE PROPERTY DESCRIBED HEREIN AND THAT ANY PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON, OR LENDER, CURRENTLY HAVING ANY INTEREST IN SAID PROPERTY HAS CONSENTED TO AND AGREED IN THIS PLAT, AS EVIDENCE BY INSTRUMENTS RECORDED WITH MARICOPA COUNTY RECORDERS, OFFICE OR WHICH PRIOR WILL RECORD, NO LATER THAN THE DATE ON WHICH THE PLAT IS RECORDED.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS IN FAVOR OF THE GRANTEE'S SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF:

MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, HAS HEREUNTO CAUSED ITS RESPECTIVE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

MCDOWELL MOUNTAIN RANCH BOWL, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: HENRY BROWN AND COMPANY,
A DELAWARE CORPORATION, ITS MANAGER
BY: _____
ITS: _____

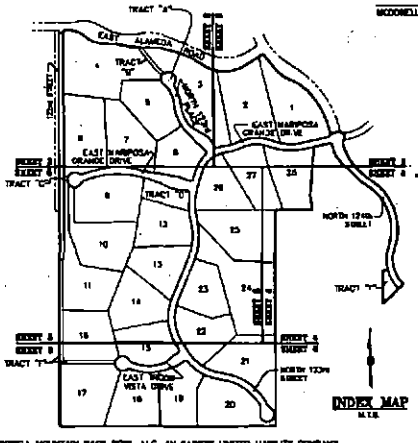
ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

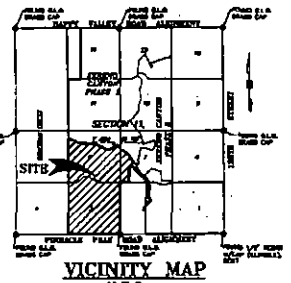
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE _____ DAY OF _____, 2007, BY _____ THE _____ OF MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



INDEX MAP
N.T.S.



VICINITY MAP
N.T.S.

BASIS OF BEARING

THE BASIS OF BEARING IS A STRAIGHT LINE CALCULATED BETWEEN THE NORTHWEST CORNER OF SECTION 11 AND THE SOUTHWEST CORNER OF SECTION 11, T.4N., R.5E., USING A BEARING OF SOUTH 89°03'01" EAST PER CITY OF SCOTTSDALE G.P.S. COORDINATES PUBLISHED IN 2000.

CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF SEVEN (7) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JUNE OF 2004, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS R. GETTINGS
REGISTERED LAND SURVEYOR #27239
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

BOOK 974 PAGE 40
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0132328
02/22/08
08:00 PM

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS THE 12th DAY OF February, 2008, BY

Mary Manross
MAYOR

ATTEST BY:
CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY: _____ 2/19/2008
CHIEF DEVELOPMENT OFFICER — DATE

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 42-DR AND ZONING CASE(S) NO. 1-ZN-2005 AND ALL CASE RELATED STIPULATIONS.

BY: _____ 2/12/08
PROJECT COORDINATION — DATE

TRACT SUMMARY TABLE

TRACT	PURPOSE
A	PRIVATE STREET, P.U.E., W.L.E., S.L.E., S.V.A.E., D.E., PUBLIC UTILITY, W.L.E., S.L.E.
B	OPEN SPACE, P.U.E., W.L.E., S.L.E.
C	OPEN SPACE, P.U.E., W.L.E., S.L.E.
D	OPEN SPACE, P.U.E., W.L.E., S.L.E.
E	OPEN SPACE, P.U.E., W.L.E., S.L.E.
F	ACCESS TRACT

NOTE: THE ABOVE LISTED EASEMENTS ENCOMPASS THE ENTIRE TRACT. THERE MAY BE OTHER EASEMENTS THAT ARE NOT LISTED ON THIS PLAT THAT ENCIRCLE OTHER PORTIONS OF THESE TRACTS.

NOTES:

1. THE STREETS DESIGNATED AS TRACT "A" ARE PRIVATE STREETS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 2.
2. THIS PLAT IS LOCATED within THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION FENCING, AND MUST OTHERWISE CONFORM WITH ALL APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS.
4. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-35.
5. THE MAINTENANCE OF THE SURFACE AREA OF ANY EASEMENT WHICH LIE WITHIN THE BOUNDARY OF A SUBDIVISION LOT OF THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER UNLESS SUCH MAINTENANCE OBLIGATION AND RESPONSIBILITY IS SPECIFICALLY ASSIGNED BY INSTRUMENT, ASSIGNED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 2.
6. THOSE AREAS DESIGNED AS TRACTS "B", "C", "D", "E" AND "F" ARE TO BE CONVEYED AS COMMON AREA TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 2 AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 2, IN THE ORDINARY COURSE AND SHOULD NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION BY THE CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED COMMON AREAS WOULD RESULT IN A CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY FOR SAID MAINTENANCE.
7. SIGHT DISTANCE EASEMENTS SHALL BE CLEAR OF LANDSCAPING, SIGNS, OR OTHER VISIBILITY OBSTRUCTIONS BETWEEN 2 FEET AND 7 FEET AS DETERMINED BY THE CITY OF SCOTTSDALE.
8. LAND DESIGNATED AS NATURAL AREA OPEN SPACE (N.A.O.S.) SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT SPACE PURSUANT TO THE CITY OF SCOTTSDALE'S ENVIRONMENTALLY SENSITIVE LANDS ORDINANCE. DESIGNATED N.A.O.S. AREAS SHALL NOT BE ACCEPTED FOR THE MAINTENANCE OF PROPERTY OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION OF THE CITY OF SCOTTSDALE'S CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED N.A.O.S. AREAS COULD RESULT IN A CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY OF SCOTTSDALE FOR MAINTENANCE AND PRESERVATION.
9. EACH LOT WILL CONTAIN A MAXIMUM BUILDING CONSTRUCTION ENVELOPE. THE AREA OUTSIDE THE BUILDING CONSTRUCTION ENVELOPE IS DESIGNATED AS N.A.O.S. AND SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT OPEN SPACE. A BUILDING ENVELOPE EXHIBIT SHOWING THE GENERAL LOCATION OF THE BUILDING CONSTRUCTION ENVELOPE INITIALLY APPROVED BY THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD IS ON FILE AT THE CITY OF SCOTTSDALE. HOWEVER, AT THE TIME IT OBTAINS A BUILDING PERMIT, EACH OWNER WILL BE REQUIRED TO SPECIFY N.A.O.S. IN ADDITION TO THAT SHOWN ON THE EXHIBIT ON FILE WITH THE CITY BASED ON THE N.A.O.S. TABLE SPECIFYING THE TOTAL N.A.O.S. REQUIRED FOR EACH LOT. AT THAT TIME, THE BUILDING ENVELOPE EXHIBIT WILL BE MODIFIED TO SHOW THE LOCATION OF ALL N.A.O.S. ON THE LOT AND THE MODIFIED BUILDING CONSTRUCTION ENVELOPE.
10. REFERENCE TO THE "PROPERTY OWNERS ASSOCIATION" REFER TO THE PROPERTY OWNERS ASSOCIATION CREATED OR TO BE CREATED PURSUANT TO THE APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERENO CANYON PHASE 2.
11. THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 2 IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF THE PERIMETER WALL, DRAINAGE STRUCTURES AND FACILITIES, AND DRAINAGE EASEMENT AREAS.
12. THE PUBLIC UTILITY AND SIDEWALK EASEMENT SHOWN ON GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, RECORDED IN BOOK 191, PAGE 26, M.C.R. WERE ABANDONED PER CITY OF SCOTTSDALE RESOLUTION NO. 7160.

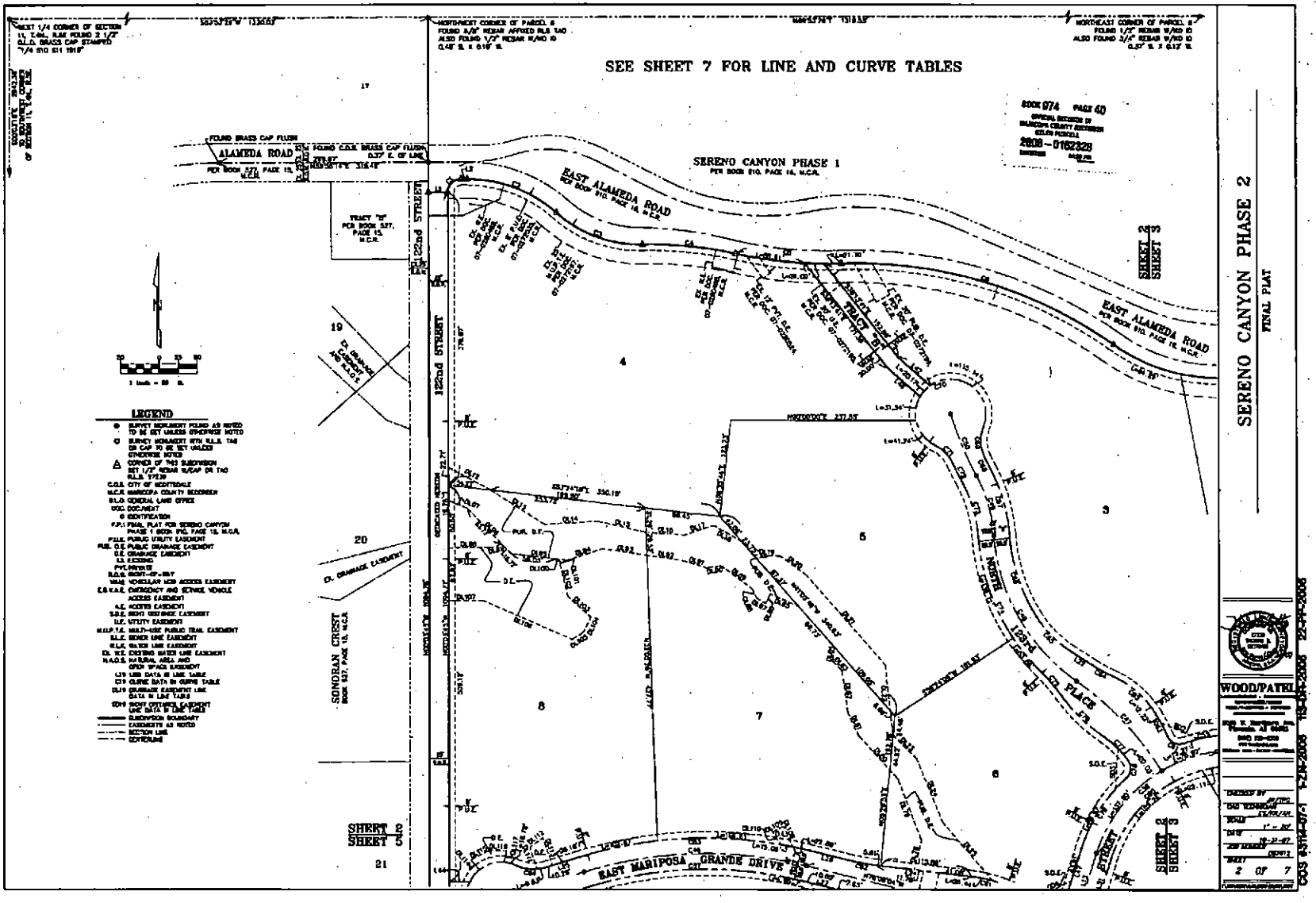
TOTAL NUMBER OF LOTS = 28
ZONING = R1-130 ESL
ACREAGE = 75.4906 ACRES

SERENO CANYON PHASE 2
FINAL PLAT

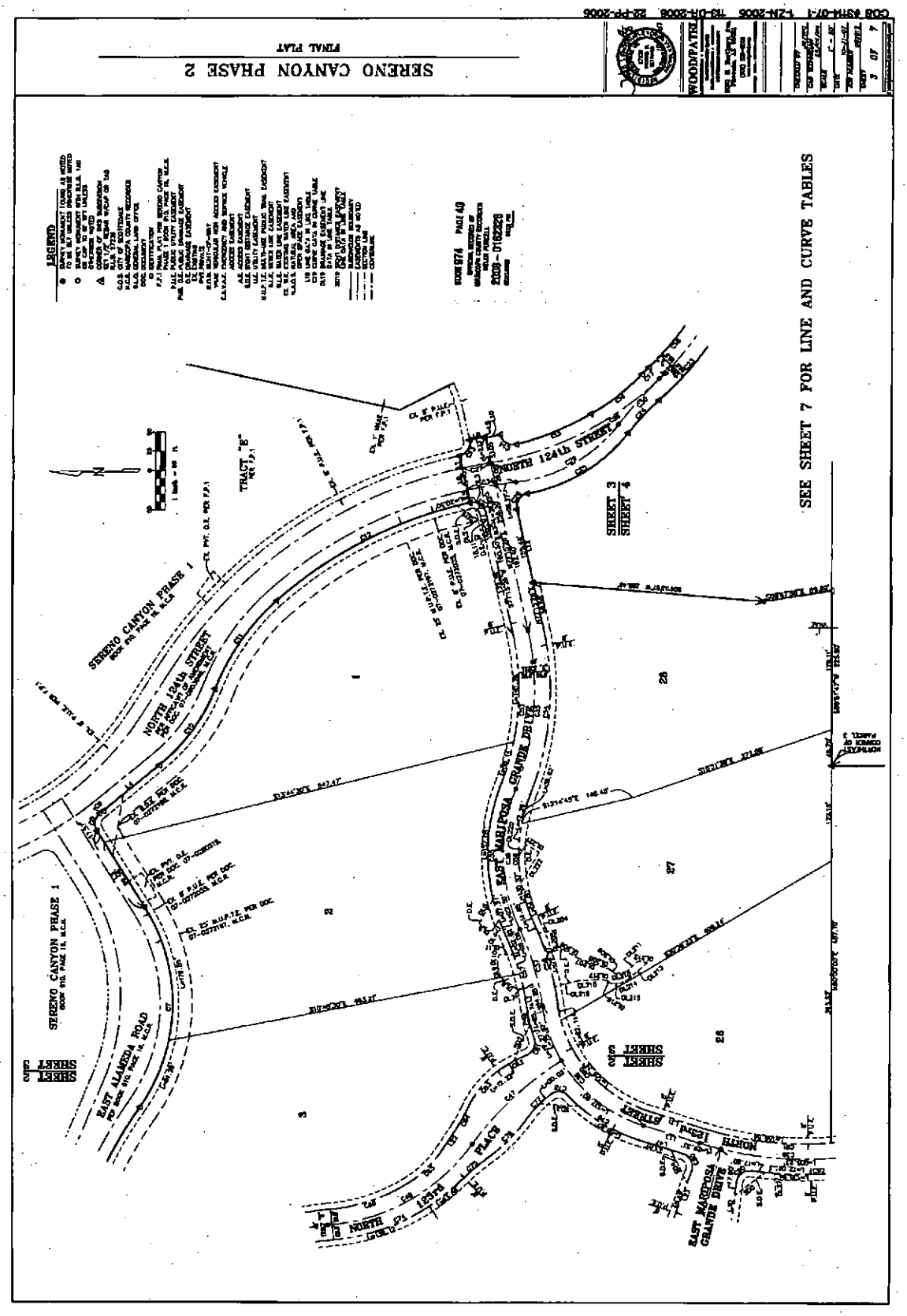
WOOD/PATEL
ENGINEERING • SURVEYING • PLANNING
2051 W. Northern Ave., Suite 100
Phoenix, AZ 85021
(602) 335-8500
FAX (602) 335-8580

DESIGNED BY: RTC
DRAWN BY: CAD WORKSTATION
CHECKED BY: TRG
DATE: 12-21-11
JOB NUMBER: 0509.2
SHEET: 1 OF 7

20080220132 02/22/2008 08:00 PM 1 OF 7 MARI SBD

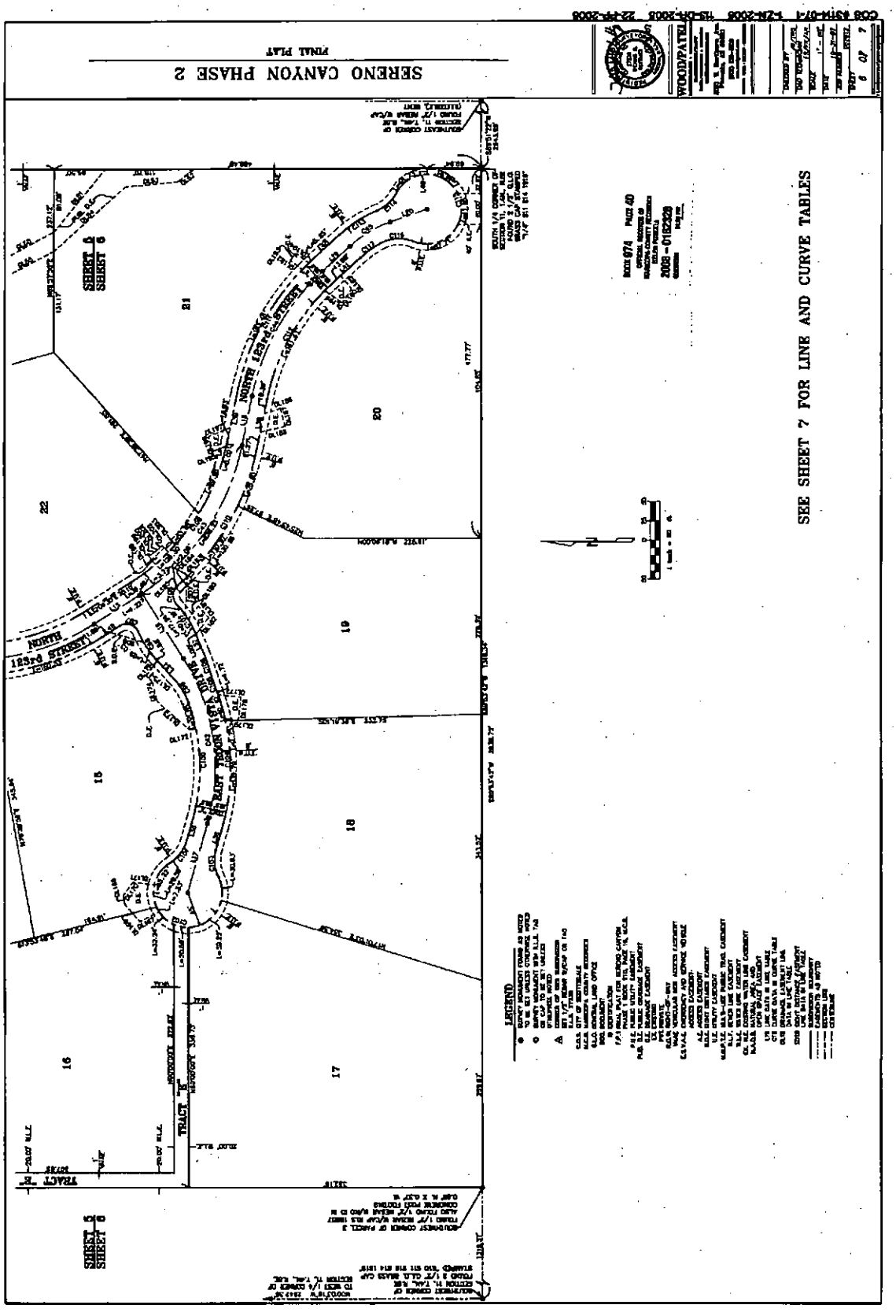


Order: CTA1109940 Doc: AZMARI:MPLT 974-00040 Requested By: d.galdamez Printed: 12/21/2011 12:40:03 PM EST


SERENO CANYON PHASE 2
FINAL PLAT
WOODPATH
SEE SHEET 7 FOR LINE AND CURVE TABLES
SHEET 3
SHEET 4
SHEET 2
SHEET 5
TRACT "E"
NORTH 124th STREET
EAST ALAMEDA ROAD
EAST MARIPOSA GRANDE DRIVE
NORTH 123rd PLACE
SERENO CANYON PHASE 1

SERENO CANYON PHASE 2
FINAL PLAT
SEE SHEET 7 FOR LINE AND CURVE TABLES
NORTH 124TH STREET
TRACT A
SHEET 3
SHEET 4
SHEET 6

Order: CTA1109940 Doc: AZMARI:MPLT 974-00040 Page 8 of 8 Created By: d.galdamez Printed: 12/21/2011 12:40:07 PM EST


SERENO CANYON PHASE 2
FINAL PLAT
SEE SHEET 7 FOR LINE AND CURVE TABLES
SHEET 5
SHEET 6
SHEET 6
SHEET 5
125rd STREET
NORTH
TRACT "E"
TRACT "F"
LEGEND

SERENO CANYON PHASE 2
FINAL PLAT
WOOD/PATEL
BOOK 974 PAGE 40
2008-0162026

Order: CTA1109940 Doc: AZMARI:MPLT 974-00041 Page 1 of 6 Created By: d.galdamez Printed: 12/21/2011 12:40:15 PM EST

FINAL PLAT FOR SERENO CANYON PHASE 3

A REPLAT OF A PORTION OF PARCEL NO.'S 7, 10 AND 15 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G.&S.R.M., MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT MCDONELL MOUNTAIN RANCH BOSS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "SERENO CANYON PHASE 3", A REPLAT OF A PORTION OF PARCEL NO.'S 7, 10 AND 15 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G&S AND SRB&M, MARICOPA COUNTY, STATE OF ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "SERENO CANYON PHASE 3" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, RIGHTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

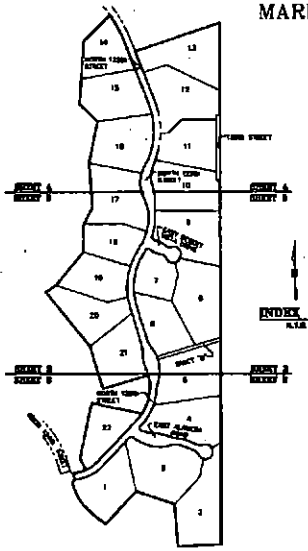
PRIVATE STREETS LOCATED WITHIN THE AREAS SHOWN HEREON AS TRACT "A" ARE HEREBY DECLARED PRIVATE ACCESSWAYS FOR THE EXCLUSIVE USE OF OWNERS AND THEIR TENANTS, GUESTS AND INVITEES AND THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS, AND ARE NOT DEDICATED TO THE PUBLIC FOR THE USE EXCEPT AS EXPRESSLY STATED HEREIN.

MCDONELL MOUNTAIN RANCH BOSS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, THE FOLLOWING:

1. 128th STREET IN FEE AS SHOWN HEREON FOR USE AS A PUBLIC STREET; MAINTENANCE SHALL BE THE ADJACENT PROPERTY OWNERS RESPONSIBILITY UNTIL SUCH TIME THE STREETS ARE IMPROVED TO CITY OF SCOTTSDALE STANDARDS AND ACCEPTED BY THE CITY OF SCOTTSDALE.
2. A PERPETUAL EASEMENT OVER, UPON AND ACROSS TRACT "A" AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT AS A "SEWER LINE EASEMENT" OR "S.L.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REMOVING AND OPERATING ONE OR MORE SEWER LINES AND RELATED FACILITIES, TOGETHER WITH ACCESS RELATED TO THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF SAID SEWER LINES, SEWER LIFT STATION AND RELATED FACILITIES; PROVIDED, HOWEVER, THAT ALL SEWER LINES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR OF ANY SEWER LINE OR OTHER FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT) AT ITS SOLE EXPENSE, SHALL PROMPTLY REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS, OR SIDEWALKS DISTURBED WITH STANDARD ASPHALT OR CONCRETE ONLY.
3. A PERPETUAL EASEMENT OVER, UPON AND ACROSS TRACT "A" FOR THE PURPOSE OF PROVIDING ACCESS FOR EMERGENCY AND SERVICE-TYPE VEHICLES OR "E.S.V.A.E.", INCLUDING REFUSE COLLECTION VEHICLES.
4. A PERPETUAL EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS A "SIGHT DISTANCE EASEMENT" OR "S.D.E." FOR THE PURPOSE OF MAINTAINING VISIBILITY WITHIN SUCH AREAS.
5. A PERPETUAL, PUBLIC UTILITY EASEMENT OR "P.U.E." UPON, OVER, AND ACROSS TRACTS "A" AND "B" AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT FOR THE PURPOSE OF PROVIDING ELECTRICITY, WATER, SEWER, GAS, TELECOMMUNICATIONS, CABLE TELEVISION, AND ALL OTHER MANNER OF UTILITIES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND RECONSTRUCTION FROM TIME TO TIME OF IMPROVEMENTS RELATED THERETO, UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT, OR REPAIR OF ANY UTILITY LINE OR RELATED FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS, OR SIDEWALKS DISTURBED WITH STANDARD ASPHALT OR CONCRETE ONLY.
6. A PERPETUAL EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "PUBLIC DRAINAGE EASEMENT" OR "P.D.E." FOR PURPOSES OF STORM DRAINAGE, RETENTION AND DETENTION AND FOR THE PURPOSE OF ACCESSING, INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE WASH, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED THEREON.
7. A PERPETUAL EASEMENT OVER, UPON AND ACROSS EACH OF THE AREAS DESIGNATED ON THE PLAT AS "NONELLAR NON-ACCESS EASEMENTS" OR "N.A.A.E." FOR THE PURPOSE OF RESTRICTING AREAS ONCE WHICH NO MOTORIZED VEHICLE OF ANY NATURE MAY ENTER OR CROSS.

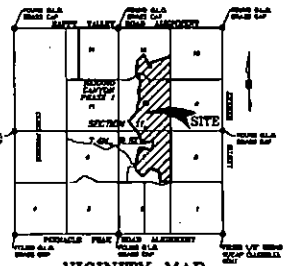
MCDONELL MOUNTAIN RANCH BOSS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, DOES HEREBY DEDICATE TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS:

1. A PERPETUAL EASEMENT, OVER, UPON AND ACROSS EACH OF THE SEVERAL TRACTS AND OTHER AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENT" OR "D.E." FOR PURPOSES OF STORM DRAINAGE, RETENTION AND DETENTION, OR, ACROSS AND FROM THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED HEREON.



OWNER

MCDONELL MOUNTAIN RANCH BOSS, LLC



TRACT SUMMARY TABLE

TRACT	USE
"A"	PRIVATE STREET, W.A.E., P.U.E., P.D.E., P.S.E., D.E.
"B"	OPEN SPACE, P.U.E., D.E.
NOTE(1)	THE "BASE" UTILITIES EASEMENTS ENCOMPASS THE ENTIRE TRACT. THERE MAY BE OTHER EASEMENTS THAT ARE DELINEATED ON THIS PLAT THAT ENCUMBER OTHER PORTIONS OF THESE TRACTS.

NOTES:

1. THE STREETS DESIGNATED AS TRACT "A" ARE PRIVATE STREETS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 3.
2. THIS PLAT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION FENCING, AND PAINT DISCOURAGE COATINGS WITH ALL APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS.
4. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-35.
5. THE MAINTENANCE OF THE SURFACE AREA OF ANY EASEMENT WHICH LIE WITHIN THE BOUNDARY OF A SUBDIVIDED LOT IS THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER UNLESS SUCH MAINTENANCE OBLIGATION SHALL BE SEPARATELY RECORDED INSTRUMENT, ASSIGNED TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 3.
6. THOSE AREAS DESIGNED AS TRACT "B" IS TO BE CONVEYED AS COMMON AREA TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 3 AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 3. THE EASEMENT COVERS AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY OF SCOTTSDALE UNLESS EXPRESS ACTION BY THE CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED COMMON AREAS SHALL RESULT IN A CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY PER LAND MAINTENANCE.
7. SIGHT DISTANCE EASEMENTS SHALL BE CLEAR OF LANDSCAPING, BERMS, OR OTHER VISIBILITY OBSTRUCTIONS BETWEEN 2 FEET AND 7 FEET AS ESTABLISHED BY THE CITY OF SCOTTSDALE.
8. LAND DESIGNATED AS NATURAL AREA OPEN SPACE (N.A.O.S.) SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT SPACE PURSUANT TO THE CITY OF SCOTTSDALE'S ENVIRONMENTALLY SENSITIVE LANDS ORDINANCE. DISTURBED N.A.O.S. AREAS SHALL NOT BE ACCEPTED FOR THE MAINTENANCE OR PROPERTY OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION OF THE CITY OF SCOTTSDALE CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED N.A.O.S. AREAS COULD RESULT IN A CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY OF SCOTTSDALE FOR MAINTENANCE AND PRESERVATION.
9. EACH LOT WILL CONTAIN A BUILDING CONSTRUCTION ENVELOPE. THE AREA OUTSIDE THE BUILDING CONSTRUCTION ENVELOPE IS DESIGNATED AS N.A.O.S. AND SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT OPEN SPACE. A BUILDING ENVELOPE EXHIBIT SHOWING THE APPROVAL LOCATION OF THE BUILDING CONSTRUCTION ENVELOPE INITIALLY APPROVED BY THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD IS ON FILE AT THE CITY OF SCOTTSDALE. HOWEVER, AT THE TIME IT OBTAINS A BUILDING PERMIT, EACH OWNER WILL BE REQUIRED TO SPECIFY N.A.O.S. IN ADDITION TO THAT SHOWN ON THE EXHIBIT ON FILE WITH THE CITY BASED ON THE N.A.O.S. TABLE SPECIFYING THE TOTAL N.A.O.S. REQUIRED FOR EACH LOT. AT THAT TIME, THE BUILDING ENVELOPE EXHIBIT WILL BE MODIFIED TO SHOW THE LOCATION OF ALL N.A.O.S. ON THE LOT AND THE MODIFIED BUILDING CONSTRUCTION ENVELOPE.
10. REFERENCE IN THE "PROPERTY OWNERS ASSOCIATION" REFER TO THE PROPERTY OWNERS ASSOCIATION CREATED OR TO BE CREATED PURSUANT TO THE MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERENO CANYON PHASE 3.
11. THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 3 IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF THE PERIMETER WALL, DRAINAGE STRUCTURES AND FACILITIES, AND DRAINAGE EASEMENT AREAS.
12. THE PUBLIC UTILITY AND ROADWAY EASEMENT SHOWN OR BEING WITHIN PINNACLE PEAK ESTATES NO. 2 AS RECORDED IN BOOK 191, PAGE 36, M.C.R. WERE ABANDONED PER CITY OF SCOTTSDALE RESOLUTION NO. 7150.

BASIS OF BEARING

THE BASIS OF BEARING IS A STRAIGHT LINE CALCULATED BETWEEN THE NORTHWEST CORNER OF SECTION 11 AND THE SOUTHWEST CORNER OF SECTION 11, T.4N., R.5E., WHICH IS BEARING OF SOUTH 00°43'01" EAST PER CITY OF SCOTTSDALE G.P.S. COORDINATES PUBLISHED IN 2000.

CERTIFICATION

I, THOMAS R. BETTINGER, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY NOTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF FIVE (5) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC. DURING THE MONTH OF JUNE OF 2004; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS R. BETTINGER
REGISTERED LAND SURVEYOR #27139
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

OWNER WARRANTS TO THE CITY OF SCOTTSDALE THAT IT IS THE SOLE OWNER OF THE PROPERTY ON THIS PLAT, AND SHALL ENDEAVOR TO GRANT EASEMENT HOLDER OR OTHER PERSON HAVING ANY INTEREST IN THE PROPERTY ADVANCE TO OR SUBORDINATE WITH THE DEDICATIONS, CONVEYANCES OR OTHER PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS PLAT AND CONSENTED TO OR JOINED IN THIS PLAT, AS EVIDENCE BY THE INSTRUMENTS WHICH ARE RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH THE OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HE OR SHE AUTHORITY TO DO SO AND WHAT ALL PERSONS NECESSARY TO GIVE GRANTOR NOTICE JOINED IN THIS DOCUMENT. SAID DOCUMENT RUNS IN FAVOR OF THE GRANTEE'S SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF:

MCDONELL MOUNTAIN RANCH BOSS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, HAS HEREUNTO CAUSED ITS RESPECTIVE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

MCDONELL MOUNTAIN RANCH BOSS, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: HONEY CREEK 400 COMPANY,
A DELAWARE CORPORATION, ITS MANAGER
BY: _____
ITS: _____

ACKNOWLEDGMENT

STATE OF Illinois }
COUNTY OF DuPage }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 6th DAY OF December, 2007, BY _____, THE _____ OF MCDONELL MOUNTAIN RANCH BOSS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES 1/02/07

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS THE 8th DAY OF January, 2008, BY

_____, MAYOR

ATTEST BY: _____
CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY _____ 4/4/2008
DAILY DEVELOPMENT OFFICER — DATE

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. ____ AND ZONING CASE(S) NO. ____ AND ALL CASE RELATED STIPULATIONS.

BY _____ 2/12/08
PROJECT COORDINATOR — DATE

BOOK 974 PAGE 41
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0162303
01/25/08 09:00 PM

TOTAL NUMBER OF LOTS = 22
ZONING = R1-130 ESL
ACREAGE = 56.8254 ACRES

SERENO CANYON PHASE 3
FINAL PLAT

WOOD/PATEL
8501 E. Princess Dr.
Phoenix, AZ 85053
(602) 335-8500

DESIGNED BY: DMG
DRAWN BY: DMG
CHECKED BY: TRB
DATE: 10-15-07
JOB NUMBER: 04.201.3
SHEET: 1 OF 5

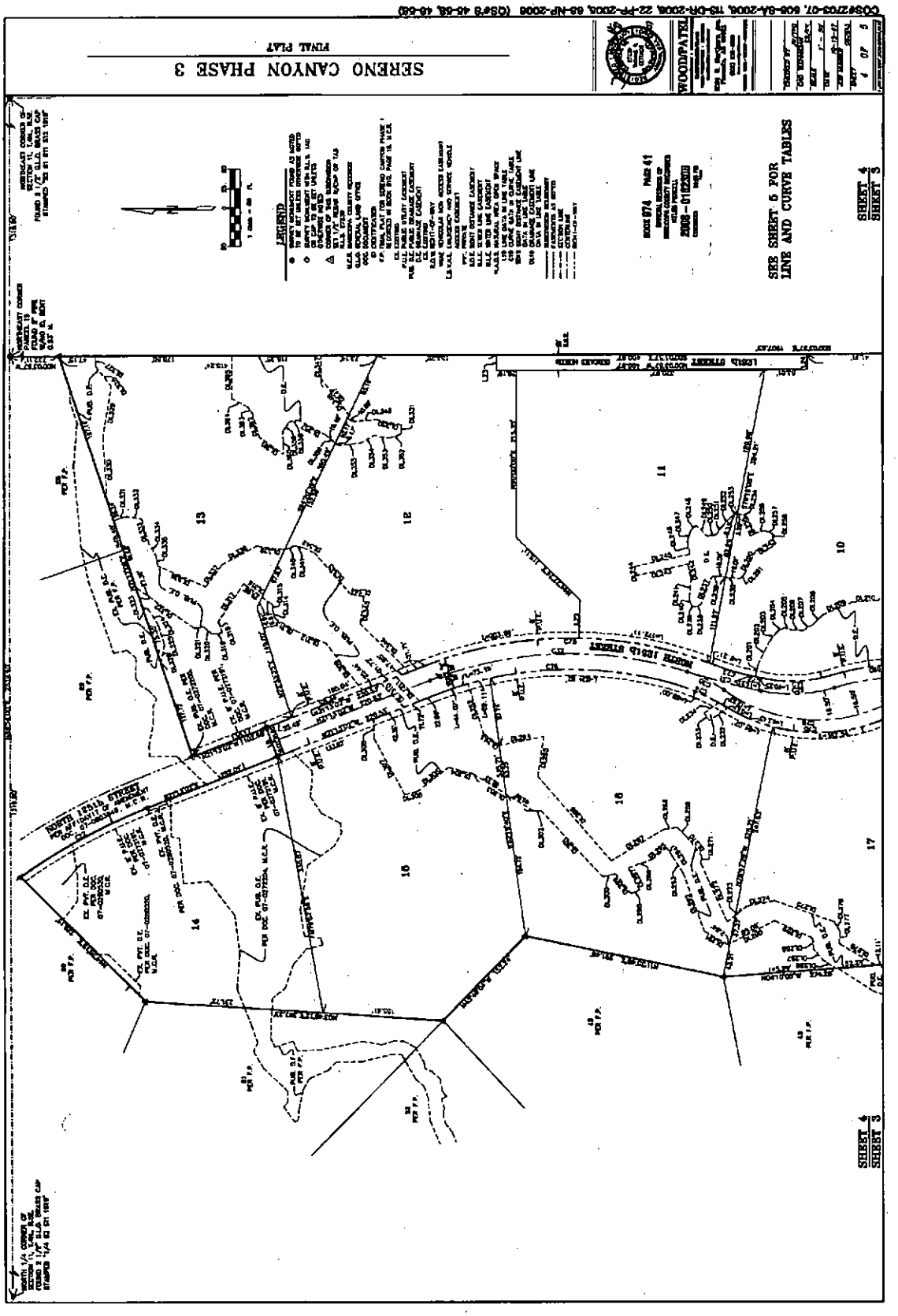
20080162303 01/25/2008 12:00 PM 1 OF 6 MARICOPA COUNTY RECORDER HELEN PURCELL

Order: CTA1109940 Doc: AZMAR:MPLT 974-00041 Public Report Created By: d.galdamez Printed: 12/21/2011 12:40:17 PM EST

COS#2703-07, 506-SA-2006, 119-DR-2006, 22-PP-2005, 68-NP-2006 (QS#'S 46-58, 46-58)

Order: CTA11099940 Doc: AZMARI:MPLT 974-00041 Page 8 of 8 Created By: d.galdamez Printed: 12/21/2011 12:40:17 PM EST

SERENO CANYON PHASE 3
FINAL PLAT
WOODPATEL
LEGEND
BOOK 574 PAGE 61
2000-0182305
SHEET 3
SHEET 4
SEE SHEET 6 FOR
LINE AND CURVE TABLES


SERENO CANYON PHASE 3
FINAL PLAT
WOODPATKL
LEGEND
SEE SHEET 6 FOR
LINE AND CURVE TABLES
SHEET 4
SHEET 3
SHEET 4
SHEET 3

SERENO CANYON PHASE 3
FINAL PLAT
WOODPATH
BOOK 974 PAGE 41
2008-0182815

19770215_DKT_12076_648_1

WHEN RECORDED MAIL TO:
Virginia Hash
Hash, Cantor & Tomanek
111 W. Monroe, Suite 1504
Phoenix, Arizona 85003

37695

STATE OF ARIZONA } ss
County of Maricopa }
I hereby certify that the within instrument was filed and recorded at request of TRANSAMERICA TITLE
FEB 15 1977 -8 00
in Book 12076 Page 648
on page
Witness my hand and official seal the day and year aforesaid.
Fee Pd $
County Recorder
By Deputy

EASEMENT (ES)

DEDICATION

DK 12076 PG 648

Virginia Hash, as personal representative of the estate of Goldie C. Brown, deceased, and not personally, hereby dedicates to the public use as a roadway and as a right-of-way for utilities, the following described property situated in Maricopa County, Arizona:

PARCEL NO. 1:

The North 55 feet, the South 55 feet, the East 55 feet and the West 55 feet of Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 2:

The South 20 feet of the North half, the North 20 feet of the South half, the West 20 feet of the East half and the East 20 feet of the West half of Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 3:

The West 15 feet of the East half of the East half, the West 15 feet of the East half of the West half, the East 15 feet of the West half of the East half and the East 15 feet of the West half of the West half, of Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 4:

The South 15 feet of the North half of the North half, the South 15 feet of the North half of the South half, the North 15 feet of the South half of the North half and the North 15 feet of the South half of the South half, of Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed this 14th day of February, 1977.

Virginia Hash

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 14th day of February, 1977, by Virginia Hash, personal representative of the estate of Goldie C. Brown, deceased.

Paul J. Moore
Notary Public

My commission expires: 5/30/79

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20101110660 12/21/2010 03:22
ELECTRONIC RECORDING

22845-27-1-1--
mcdevittr

WHEN RECORDED RETURN TO:
Kirk Wheeler
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

FACILITY PAYBACK AGREEMENT
FOR SEWER SYSTEM IMPROVEMENTS IN THE
SERENO CANYON SERVICE AREA

THIS FACILITY PAYBACK AGREEMENT (the "Agreement") entered into this 14th day of December, 2010, by and between THE CITY OF SCOTTSDALE, an Arizona municipal corporation (the "City"), and MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company (the "Developer"), with respect to the following recitals, A.R.S. § 9-500.05, and Resolution No. 8466.

RECITALS

A. The Developer has constructed a sewer force main and associated sewer pump station (system improvements) that will benefit properties within the designated Sereno Canyon sewer service area (see Exhibits A and C). These improvements are described within the City's 2007 Integrated Wastewater Master Plan and the City's 2008 Water, Water Resources and Wastewater Infrastructure Improvement Plan and are listed in Exhibit B.

B. The Developer has elected to construct the system improvements in advance of the programmed construction through the City's capital improvement program. A credit agreement pursuant to Section 49-74.2 of the Scottsdale Revised Code solely for that property being developed by the Developer will not provide an equitable recovery of sewer development fees to compensate the Developer for those costs to construct the sewer force main and associated sewer pump station system improvements.

C. The Developer and the City desire to provide for an orderly and equitable payment method to reimburse both the Developer and future developers of properties within the designated sewer service area for the system improvements installed by the Developer. To that end, the Developer seeks an agreement providing compensation as properties are developed within the designated service area in accordance with Section 49-215, et. seq. These developed properties directly benefit from the system improvements constructed by the Developer and are in turn eligible to request a credit agreement with the City in accordance with Section 49-74.2 and the provisions of this agreement, enabling them to recapture a proportionate cost of their facility payback, up to, but not to exceed, their paid sewer development fees.

D. The Developer has submitted to the City design reports and improvement plans for the sewer force main and sewer pump station, which depict and describe, among other things, the system improvements that are needed to accommodate the anticipated sewer needs of the designated Sereno Canyon sewer service area.

E. The City has held all required public hearings and received public comment on the development proposed for Sereno Canyon, and otherwise duly considered the relationship of the proposed development to the City's General Plan. Sereno Canyon acknowledges that the development of their property will be consistent with the City's General Plan.

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F. The City has issued its final acceptance of the Developer's portion of the system improvements identified in the City's Master Plans and Infrastructure Improvement Plan. The Developer has provided to the City a detailed description of the costs to design and construct the sewer force main and associated sewer pump station (system improvements).

G. The Developer and the City are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05. The Developer and City acknowledge and agree that the allocation of payback pursuant to this Agreement will result in planning and economic benefits to the City and its residents by enabling the City to accurately project its budget needs and plan for sewer demand and capital improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals stated above are made a part of this Agreement by this reference.

2. Eligible Improvements. Improvements eligible for reimbursement to the Developer are the system improvements described in Exhibit B. They correspond to system improvements identified in the City's "2007 Integrated Wastewater Master Plan" and "2008 Water, Water Resources and Wastewater Infrastructure Improvement Plan". No additional system improvements are necessary within the designated sewer service area (see Exhibit C). Local sewer collection improvements must be completed by developers of property within the designated sewer service area at their own expense, subject to any City authorized oversizing and payback agreements.

3. Maximum Payback. Costs for the related sewer system improvements constructed by the Developer, have been documented to the satisfaction of the City, and are listed on Exhibit B-2. The cost eligible for the system improvements is two-million two-hundred-fifty-six-thousand three-hundred-twenty-seven dollars and twenty-one cents ($2,256,327.21).

4. Allocation of Payback. The system improvements constructed by the Developer correspond to the demand necessary to provide sewer service to the number of potential single-family residential lots for each existing parcel within the designated service area compliant with the R1-130 zoning (130,000 square feet gross area) in force at the time of this agreement. Each potential lot is assigned an equal proportionate share of the cost to construct the system improvements and is shown for illustration purposes only on Exhibit D. Allocation of assessment per parcel is to be made as follows:

a) Subdivision. Assessment will be made at the per lot assessment for the number of lots platted. Assessment will be payable at the time of any onsite permitting.
b) Minor subdivision. Assessment will be made at the per lot assessment for the number of lots platted. Assessment will be payable at the time of any onsite permitting.
c) Parcel assemblage. Assessment will be made at the per-lot assessment for the maximum number of permitted lots and will be payable in full prior to the approval of the assemblage, unless the assemblage constitutes a subdivision.
d) No parcel division. If one single family residence is proposed for an existing parcel (no land division), the assessment will be payable at one unit of cost for that parcel prior to extension of and/or connection to the public sewer as described in Scottsdale's Revised Code.

5. Reallocation of Payback. The City and the Developer acknowledge that amendments to and within the boundaries of the parcels within the service area may occur to reflect changes in market conditions or meet new requirements of one or more of the potential users or builders of any parcel. If within the term of this agreement any property is developed, divided, or platted resulting in a fewer number of lots than allowed by the R1-130 zoning and then a later date replatted or further divided, an

additional per lot facility payback will be made at the per-lot assessment for each newly created lot and will be payable prior to any onsite permitting. If and when the parties find that such changes or adjustments are necessary and appropriate, they will, unless otherwise required by applicable laws, effectuate these changes or adjustments through administrative amendments. These administrative changes will be approved in writing by the Water Resources General Manager, on behalf of the City, and by the Developer. After execution, administrative changes will be attached to this Agreement as an Addendum and become part thereof.

6. Oversizing. In the event any subdivision or parcel is developed to fewer than the number of lots allowed per the zoning (as indicated on Exhibit D), the City may enter into an oversizing agreement with the Developer to purchase the excess capacity of the system improvements, determined as the difference between the allowable number of lots zoned for that parcel and the actual number of lots developed. Oversizing is subject to available funds and limitations by A.R.S. Sec. 34-201. Any per-lot facility payback compensated through oversizing to the Developer is not qualified as a disbursement to the Developer in the event future division of that parcel occurs as described in Paragraph 5 above. Such future per-lot paybacks will be collected and retained by the City as reimbursement for any oversizing payment to Developer

7. Rezoning. If parcels are rezoned, allowing for a greater number of lots than anticipated by the current R1-130 zoning designation, the zoning applicant shall be responsible for updating the Conceptual Master Wastewater System Report for Sereno Canyon and the Design Concept Report for Sereno Canyon Sewage Pumping Station. Design and construction costs of any upgrades or additional infrastructure determined necessary shall be the sole responsibility of the party(s) requesting the rezoning.

8. Collection of Paybacks – No Guarantee. The City will make every effort to collect a payback as described in paragraph 4 above for any parcel identified within the designated water service area. The Developer acknowledges that private property transactions can result in revised legal descriptions and assessor's parcel numbers and as such may avoid the payback process. Upon discovery, the City will use commercially reasonable efforts to collect any avoided paybacks, including but not limited to, an administrative amendment to the Sereno Canyon Credit Agreement (210-170-COS). Applicable collected paybacks will be mailed within 28 days to the Developer at the address listed in Paragraph 10 below.

9. Parcels Excluded From Agreement. Developer, having installed the system improvements noted herein and being a party of this agreement, is hereby excluded from having to provide a facility payback as a condition of existing and future land division of their properties.

10. Administration Charge. Developer shall pay the City ten-thousand dollars ($10,000.00) prior to execution of this agreement. The administration charge shall be equally divided among the 422 lots and then applied to the parcel assessments shown in Exhibit D. The proportionate administration charge when collected as a part of a facility payback amount will be returned to the Developer.

11. Notices. Any and all necessary notices will be given in writing and sent by certified mail return receipt requested, postage pre-paid, addressed as follows:

To Parcel Owners: Each parcel owner described in Exhibit D and E will receive a notification of facilities payback along with the conditions of payment.

To Developer:
Crown Community Development
McDowell Back Bowl, LLC
1751A West Diehl Road
Naperville, Illinois, 60563
Attn: Hugh Smeed or Kim Dunne

Snell & Wilmer
Jodi Pokorski
One Arizona Center
400 East Van Buren
Phoenix, AZ 85004

To City: City of Scottsdale
Water Resources Executive Director
9388 E. San Salvador
Scottsdale, AZ 85258

With a copy to: City of Scottsdale
City Attorney
3939 N. Drinkwater Boulevard
Scottsdale, AZ 85251

Each notice will be considered to have been given as of the date of receipt.

Additionally the following notices will be provided on the subdivision plat.

Subdivision: Provide wording on the plat stating the amount of facility payback that is to be paid to the City prior to the issuance of any onsite permit.

Minor subdivisions: Provide wording on the plat stating the amount of facility payback per lot that is to be paid by the lot owner to the City prior to receiving any onsite permit unless prior payment has been made by the subdivider.

12. Term and Interest. The term of this Agreement is for 20 years from the date of acceptance of the system improvements. No interest is applicable to this Agreement.

13. Further Assurances. Each Party will execute, acknowledge and deliver to the other any documents, and will take any other actions as the other may reasonably request in order to carry out the intent and purposes of this Agreement.

14. Assignments. No Party may assign this Agreement without first obtaining the written consent of the other Party.

15. Successors. This Agreement is binding upon and inures to the benefit of the Parties' respective successors and assigns.

16. Headings. The headings in this Agreement are for reference only and will not limit or define the meaning of any portion of this Agreement.

17. Time of Essence. *Time is of the essence in this Agreement. If this Agreement requires any act to* be done or action to be taken on a date which falls on a Saturday, Sunday or legal holiday, the action will be considered to have been validly done or taken on the next succeeding day that is not a Saturday, Sunday or legal holiday.

18. Waiver. The waiver by any Party of any right granted under this Agreement is not considered a waiver of any other right granted by this Agreement, nor is it considered to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

19. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter.

20. Amendment. This Agreement may not be altered or amended except in accordance with an instrument in writing signed by both Parties.

21. No Third Party Beneficiary. No term or provision of this Agreement is intended to, nor will that term or provision inure to the benefit of any person or other entity not a Party to this Agreement. No other person or entity will have any right or cause of action under this Agreement.

22. Attorneys' Fees. In the event of litigation to enforce any provisions of this Agreement or rights arising hereunder, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.

23. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict of laws and rules applicable in the State of Arizona.

24. Effectiveness. This Agreement is effective when it is recorded in the official records of Maricopa County, Arizona.

25. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, the terms and provisions of this Agreement must not be construed against the Party who prepared the Agreement.

END OF AGREEMENT – Signatures on next page

Order: CTA1109940 Doc: MP:2010 01110660 Page 5 of 27 Created By: d.galdamez Printed: 12/21/2011 12:41:37 PM EST

Agreement No. 2010-169-COS

The Parties have executed this Agreement the day and year first above written.

MCDOWELL MOUNTAIN BACK BOWL, LLC.
An Illinois limited liability company

By: _____
Hugh Smeed
Its: Authorized Representative

STATE OF ~~ARIZONA~~ Illinois)
) SS.
COUNTY OF ~~MARICOPA~~ Kendall)

SUBSCRIBED AND SWORN to before me by Hugh Smeed as authorized representative for McDowell Mountain Back Bowl LLC (Developer).

Sandra H Keezer
Notary Public

My Commission Expires:
05/28/13

OFFICIAL SEAL
SANDRA H KEEZER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/28/13

CITY OF SCOTTSDALE
an Arizona municipal corporation

By: _____
W.J. "Jim" Lane
Its: Mayor

ATTEST:

Carolyn Jagger
City Clerk

APPROVED AS TO FORM:

Bruce Washburn, City Attorney

By: Clifford J. Frey, Senior Assistant City Attorney

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Agreement No. 2010-169-COS

Exhibit A
Location map

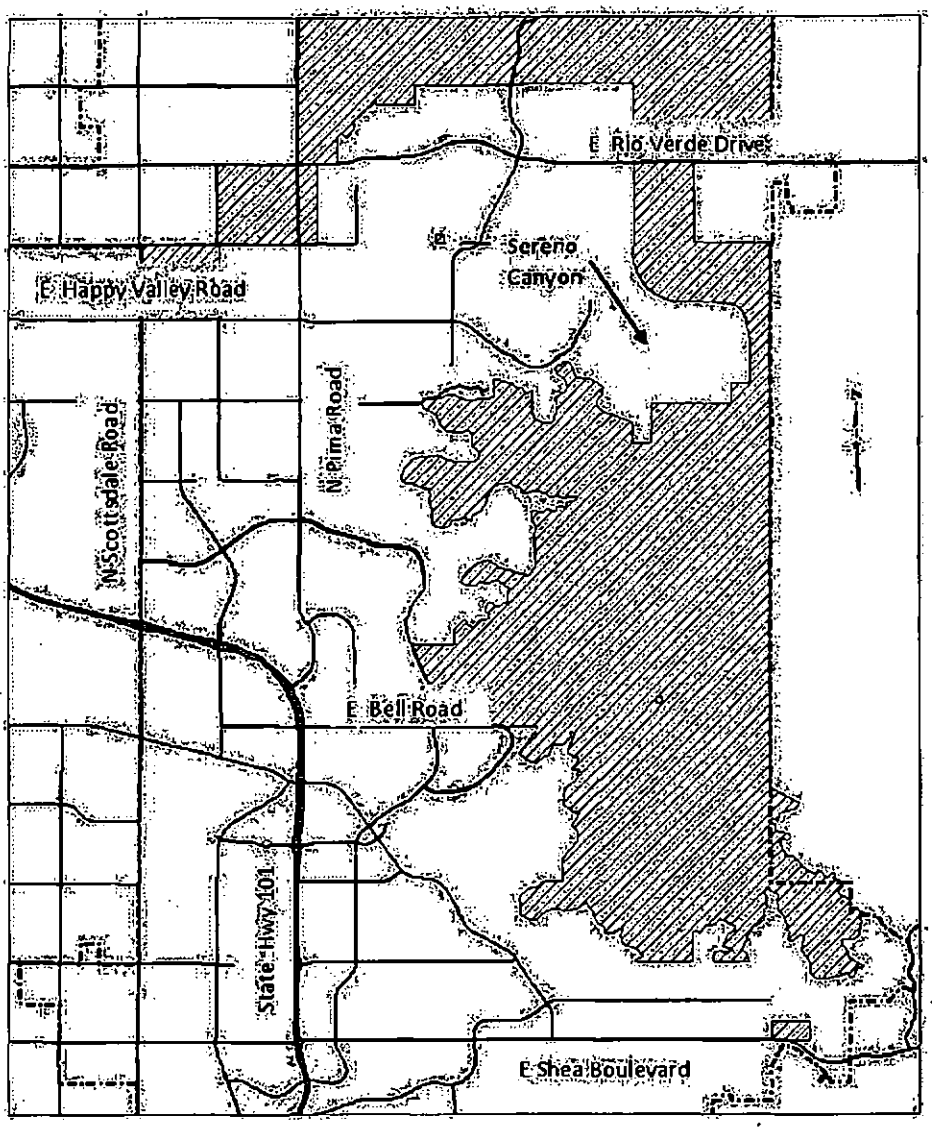


Exhibit B

Exhibit B-1: Improvements Identified in the 2007 Integrated Wastewater Master Plan and the 2008 Water, Water Resources and Wastewater Infrastructure Improvement Plan

Schedule 1-C
Wastewater Infrastructure Projects
City of Scottsdale Development Fee Model

Other Collection System Improvements

CIP No.	Project	Project Year	IIP Amount
(1)	East Dynamite-Interceptor, Main, Lift	2010	$10,650,000

(1) It is anticipated that these projects will be constructed by developers and reimbursed by the City through development fee credit agreements.

Exhibit B-2: Documented costs of system improvements paid for by the Developer

Sewer pump station
(North of Ranch Gate Road on 128th Street)

-and-

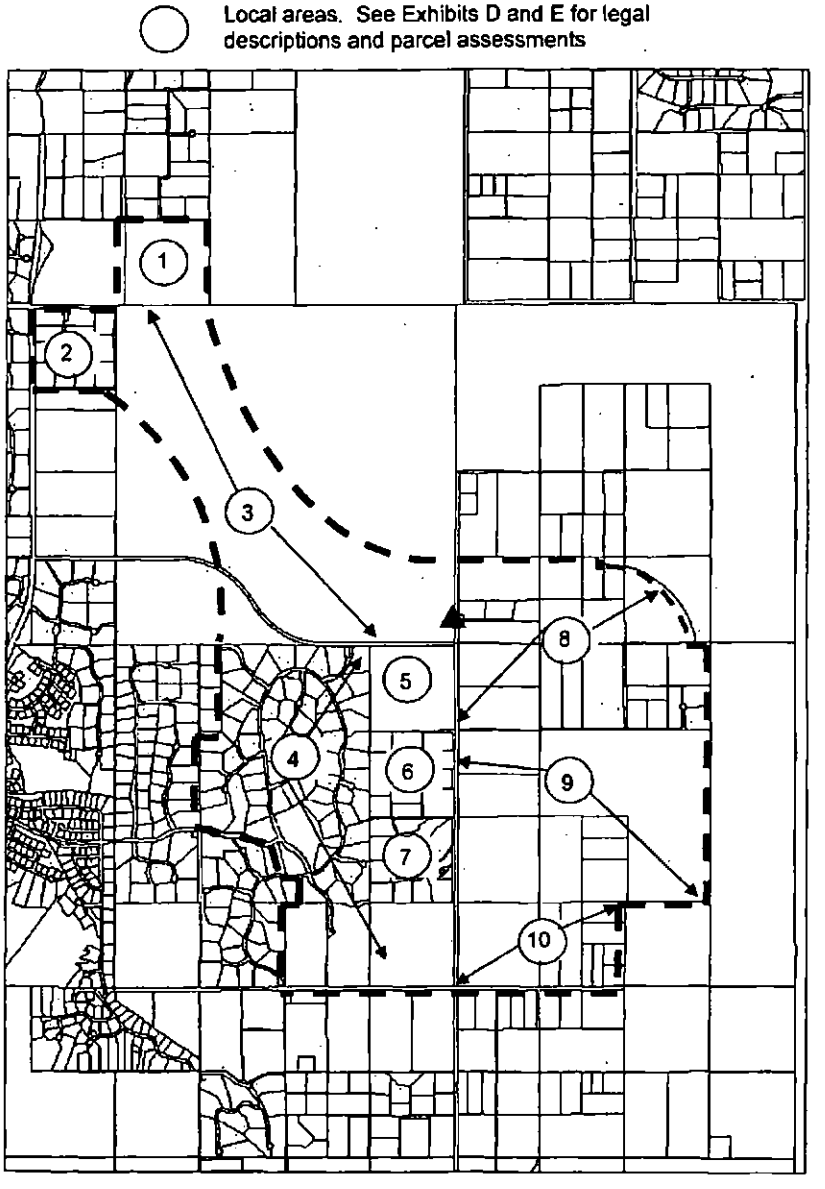
Force main
(From pump station east along north edge of Sereno Canyon)

Design and construction $2,256,327.21

Order: CTA1109940 Doc: MP:2010 01110660 Page 8 of 27 Created By: d.galdamez Printed: 12/21/2011 12:41:39 PM EST

Agreement No. 2010-169-COS

Exhibit C
Designated Sereno Canyon Sewer Service Area



— — = sewer service area for agreement
▲ = location of sewer pump station

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Agreement No. 2010-169-COS

Exhibit D
Parcel Assessment

Prorated cost per lot: $2,256,327.21 / 422 = $5,346.75
Administration charge per lot: $10,000.00 / 422 = $23.70

Local Area	Label	Parcel/Plat	Parcel (SF)	Potential # of Units	Parcel buy-in
1		216-78-002	1,742,400	13	$69,507.71
2		Cantabrica	Platted	see note (1)	$0.00
		217-02-022B	435,600	3	$16,040.24
3		State Land	13,721,400	105	$561,408.43
4		Sereno Canyon, Ph. 1	Platted	46	$245,950.36
		Sereno Canyon, Ph. 2	Platted	1	$5,346.75
		Sereno Canyon, Ph. 3	Platted	22	$117,628.43
		Sereno Canyon, Ph. 4	Unplatted	32	$171,095.90
5		217-01-025A	1,710,125	13	$69,507.71
6	a	217-01-018D	217,974	1	$5,346.75
	b	217-01-018E	217,974	1	$5,346.75
	c	217-01-018G	218,018	1	$5,346.75
	d	217-01-018H	109,031	1	$5,346.75
	e	217-01-018J	108,944	1	$5,346.75
	f	Popo and Kanga 1	Division	1	$5,346.75
	g	Popo and Kanga 2	Division	1	$5,346.75
	h	Popo and Kanga 3	Division	1	$5,346.75
	i	217-01-018M	217,931	1	$5,346.75
	j	217-01-018N	108,987	1	$5,346.75
	l	217-01-018P	108,987	1	$5,346.75
7		Tiara Estates	Platted	13	$69,507.71
8	a	217-01-001C	834,915	6	$32,080.48
	b	217-01-001L	417,435	3	$16,040.24
	c	217-01-001N	133,000	1	$5,346.75
	d	217-01-001P	132,537	1	$5,346.75
	e	217-01-001Q	134,000	1	$5,346.75
	f	217-01-007B	834,915	6	$32,080.48
	g	217-01-007C	834,915	6	$32,080.48
	h	217-01-008N	435,600	3	$16,040.24
	i	217-01-008P	217,800	1	$5,346.75
	j	217-01-009J	435,600	3	$16,040.24
	k	217-01-009K	435,600	3	$16,040.24
	l	217-01-009R	136,151	1	$5,346.75

Notes: 1. Cantibrica was platted prior to concept of agreement, thus not required to participate.
2. See Appendix E for maps of parcels in local areas 4, 6, 8, 9 and 10.
3. Parcel buy-in amount does not include administration charge.

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Agreement No. 2010-169-COS

Exhibit D
Parcel Assessment (cont'd)

Local Area	Label	Parcel/Plat	Parcel (SF)	Potential # of Units	Parcel buy-in
	m	217-01-009T	871,200	6	$32,080.48
	n	217-01-009U	435,600	3	$16,040.24
	o	217-01-009V	435,600	3	$16,040.24
	p	217-01-009X	136,706	1	$5,346.75
	q	217-01-009Y	136,708	1	$5,346.75
	r	217-01-009Z	136,705	1	$5,346.75
	s	217-01-029	435,600	3	$16,040.24
	t	217-01-030	435,600	3	$16,040.24
	u	217-01-101	775,367	6	$32,080.48
	v	217-01-102	174,408	1	$5,346.75
	w	217-01-107	135,215	1	$5,346.75
	x	217-01-108	141,006	1	$5,346.75
9	a	217-01-004C	1,669,785	13	$69,507.71
	b	217-01-007F	871,200	6	$32,080.48
	c	217-01-007G	834,610	6	$32,080.48
	d	217-01-009E	871,200	6	$32,080.48
	e	217-01-009G	461,736	3	$16,040.24
	f	217-01-009H	5,174,405	39	$208,523.13
	g	217-01-009M	230,999	1	$5,346.75
	h	217-01-009N	230,999	1	$5,346.75
10	a	217-01-004D	1,669,655	13	$69,507.71
	b	217-01-005C	217,800	1	$5,346.75
	c	217-01-005D	217,800	1	$5,346.75
	d	217-01-005E	217,800	1	$5,346.75
	e	217-01-005F	217,800	1	$5,346.75
	f	217-01-005H	217,800	1	$5,346.75
	g	217-01-005J	217,800	1	$5,346.75
	h	217-01-005K	108,900	1	$5,346.75
	i	217-01-005L	108,900	1	$5,346.75
	j	217-01-005M	108,900	1	$5,346.75
	k	217-01-005N	108,900	1	$5,346.75
			Totals	422	$2,256,327.21

Notes: (1) See Appendix E for maps of parcels in local areas 6, 8, 9 and 10.
(2) Parcel buy-in amount does not include administration charge

Order: CTA1109940 Doc: MP:2010 01110660 Page 11 of 27 Created By: d.galdamez Printed: 12/21/2011 12:41:40 PM EST

Agreement No. 2010-169-COS

Exhibit E
Parcel Legal Descriptions

Local Area 1: APN 216-78-002

Parcel 13, of THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO, a subdivision according to the plat of record in Book 194 of Maps, at Page 26 thereof, in the office of the County Recorder of Maricopa County, Arizona.

Local Area 2: APN 217-02-022 B

The East 342.55 feet of Parcel No. 8 of the Parcel Map of the GOLDIE BROWN PINNACLE PEAK RANCH, UNIT TWO, according to book 194 of Maps, page 26 and Affidavit of Correction recorded in Docket 12672, page 294, records of Maricopa County, Arizona.

Cantibrica - a subdivision recorded in Book 789 of Maps, Page 08, records of Maricopa County, Arizona.

Local Area 3:

State Land - a portion of Section 4, Township 5 North, Range 2 East of the Gila and Salt River Base and Meridian.

Local Area 4:

Sereno Canyon Phase 1 a subdivision recorded in Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

Sereno Canyon Phase 2 a subdivision recorded in Book 974 of Maps, Page 40, records of Maricopa County, Arizona.

Sereno Canyon Phase 3 a subdivision recorded in Book 974 of Maps, Page 41, records of Maricopa County, Arizona.

Sereno Canyon Phase 4 a future subdivision not yet recorded.

Local Area 5: APN 217-01-025 A

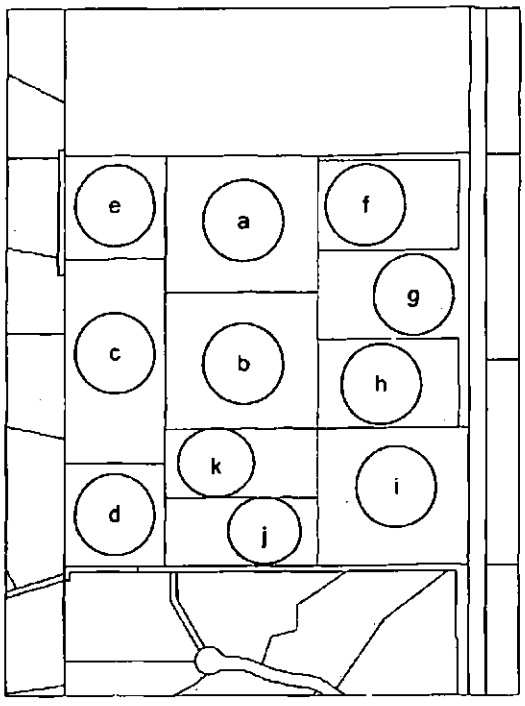
Parcel 16, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona

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Agreement No. 2010-169-COS

Exhibit E
Parcel Legal Descriptions (cont'd)

Local Area 6:



Label a: APN 217-01-018 D

The North one-third of the following described property: The East half of the West half of the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label b: APN 217-01-018 E

The East half of the West half and the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona; EXCEPT the South third and EXCEPT the North third thereof.

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Exhibit E
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Label c: APN 217-01-018 G

The West half of the West half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona: EXCEPT the North half of the North half thereof and EXCEPT the South half of the South half thereof.

Label d: APN 217-01-018 H

The South half of the South half of the West half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label e: APN 217-01-018 J

The North half of the North half of the West half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label f:

Lot 1, POPO AND KANGA LAND DIVISION, a plat recorded in Book 900 of Maps, Page 43, records of Maricopa County, Arizona.

Label g:

Lot 2, POPO AND KANGA LAND DIVISION, a plat recorded in Book 900 of Maps, Page 43, records of Maricopa County, Arizona.

Label h:

Lot 3, POPO AND KANGA LAND DIVISION, a plat recorded in Book 900 of Maps, Page 43, records of Maricopa County, Arizona.

Label i: APN 217-01-018 M

The South third of the East half of the East half and the East half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label j: APN 217-01-018 N

The South half of the South one- third of the following described property: The East half of the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label k: APN 217-01-018 P

The North half of the South one-third of the following described property: The East half of the West half of the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

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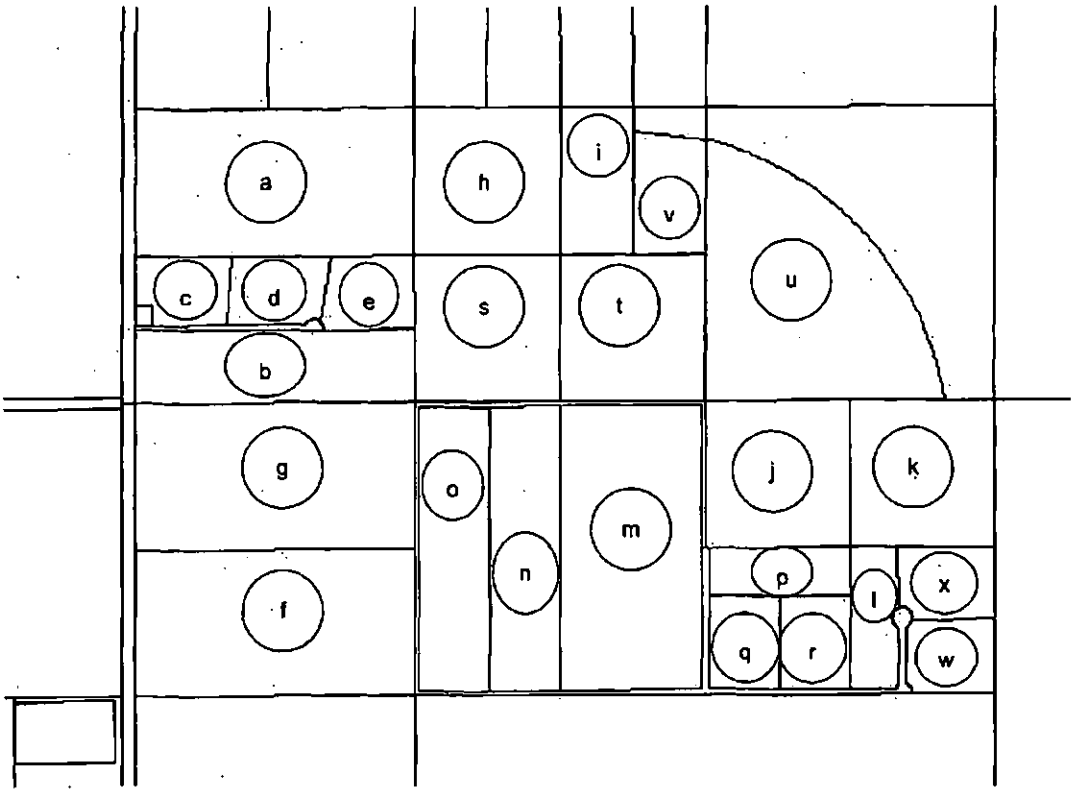
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Exhibit E
Parcel Legal Descriptions (cont'd)

Local Area 7:

Tiara Estates - a subdivision recorded in Book 1029 of Maps, Page 11, records of Maricopa County, Arizona.

Local Area 8:



Label a: APN 217-01-001 C

The North half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; except the west 55 feet.

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Exhibit E
Parcel Legal Descriptions (cont'd)

Label b: APN 217-01-001 L

The South half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County,

Arizona; Except the west 55 feet thereof.

Also excepting therefrom the following described property:

A portion of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

Commencing at a found brass cap accepted as the Southwest corner of said Section 1, from which a found brass cap accepted as the West quarter corner of said Section 1 bears north 00 degrees 03 minutes 10 seconds west, a distance of 2638.63 feet;

Thence along the west line of the Southwest quarter of said Section 1, north 00 degrees 03 minutes 10 seconds west, a distance of 329.95 feet to the north line of the South half of the South half of the Southwest quarter of the Southwest quarter of said Section 1;

Thence leaving said west line and along said north line, north 89 degrees 46 minutes 07 seconds east, a distance of 55.00 feet to the east line of the west 55.00 feet of said Section 1 and the point of beginning;

Thence leaving said east line and continuing along said north line, north 89 degrees 48 minutes 07 seconds east, a distance of 80.00 feet to the east line of the west 135.00 feet of said Section 1;

Thence leaving said north line and along last said east line, south 00 degrees 03 minutes 10 seconds east, a distance of 1.62 feet;

Thence leaving last said east line, south 89 degrees 56 minutes 50 seconds west a distance of 80.00 feet to said east line of the west 55.00 feet of Section 1;

Thence along last said east line, north 00 degrees 03 minutes 10 seconds west, a distance of 137 feet to the point of beginning.

Label c: APN 217-01-001 N

That portion of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Southwest corner of said Section 1;

Thence North 00 degrees 07 minutes 45 seconds East along the west line of the Southwest quarter of said Section 1 a distance of 659.88 feet to the Northwest corner of the North half of the south half of the southwest quarter of the southwest quarter of said Section 1;

Thence North 89 degrees 57 minutes 05 seconds East along the north line of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1 a distance of 55.00 feet to the Northwest corner of Lot 1 of the MER 9.55 ACRES DIVISION as recorded in Book 663 of Maps,

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Parcel Legal Descriptions (cont'd)

Page 39 of the records of Maricopa County, Arizona, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 05 seconds East along the north line of said Lot 1 a distance of 438.49 feet to the northeast corner of said Lot 1;

Thence South 03 degrees 35 minutes 02 seconds east along the east line of said Lot 1 a distance of 310.55 feet to the southeast corner of said Lot 1;

Thence South 89 degrees 57 minutes 00 seconds West along the south line of said Lot 1 a distance of 419.77 feet to the southwest corner of said Lot 1;

Thence North 00 degrees 07 minutes 45 seconds East along the west line of said Lot 1 a distance of 309.94 feet to the TRUE POINT OF BEGINNING;

Label d: APN 217-01-001 P

Lot 2, MER 9.55 Acres Division, according to Book 663 of Maps, Page 39 of the records of Maricopa County, Arizona.

Label e: APN 217-01-001 Q

That portion of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Southwest corner of said Section 1;

Thence North 00 degrees 07 minutes 45 seconds East along the west line of the Southwest quarter of said Section 1 a distance of 659.88 feet to the Northwest corner of the North half of the south half of the southwest quarter of the southwest quarter of said Section 1;

Thence North 89 degrees 57 minutes 05 seconds East along the north line of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1 a distance of 944.54 feet to the Northwest corner of Lot 3 of the MER 9.55 ACRES DIVISION as recorded in Book 663 of Maps, Page 39 of the records of Maricopa County, Arizona, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 05 seconds East a distance of 378.15 feet to the northeast corner of said Lot 3;

Thence South 00 degrees 06 minutes 37 seconds West along the east line of said Lot 3 a distance of 329.90 feet to the southeast corner of said Lot 3;

Thence South 89 degrees 57 minutes 00 seconds West along the south line of said Lot 3 a distance of 408.97 feet to point of curvature to the left whose center bears South 89 degrees 57 minutes 00 seconds West, a radius of 46.00 feet;

Thence continuing along the south line of Lot 2 and along the arc of said curve an arc distance of 47.65 feet, a central angle of 59 degrees 20 minutes 54 seconds, a tangent distance of 26.21 feet, a chord distance of 45.55 feet and a chord bearing of North 29 degrees 43 minutes 27 seconds West to the

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Parcel Legal Descriptions (cont'd)

westernmost corner of said Lot 3;

Thence North 10 degrees 32 minutes 35 seconds East along the west line of said Lot 3 a distance of 295.37 feet to the TRUE POINT OF BEGINNING.

Label f: APN 217-01-007 B

The South half of the Northwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Except the west 55 feet thereof.

Label g: APN 217-01-007 C

The North half of the Northwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Except the west 55 feet thereof.

Label h: APN 217-01-008N

The Northwest quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label i: APN 217-01-008 P

The West half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label j: APN 217-01-009 J

The North half of the West half of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label k: APN 217-01-009 K

The Northeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label l: APN 217-01- 009 R

Those portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

BEGINNING at the Northwest corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 13 seconds East along the north line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 215.00 feet;

Thence South 00 degrees 06 minutes 35 seconds West a distance of 272.76 feet to a point of curvature whose center bears South 25 degrees 39 minutes 42 seconds East a radius of 46.00 feet;

Exhibit E
Parcel Legal Descriptions (cont'd)

Thence along the arc of said curve through a central angle of 116 degrees 55 minutes 24 seconds to the left an arc distance of 93.87 feet, a tangent distance of 74.95 feet, a chord distance of 78.41 feet, and a chord bearing of South 05 degrees 52 minutes 36 seconds West to a point of reverse curvature whose center bears South 37 degrees 24 minutes 54 seconds West a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of South 26 degrees 14 minutes 16 seconds East;

Thence South 00 degrees 06 minutes 35 seconds West a distance of 253.61 feet to a point of curvature whose center bears North 89 degrees 53 minutes 25 seconds West a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 089 degrees 50 minutes 43 seconds to the right an arc distance of 31.36 feet, a tangent distance of 19.95 feet, a chord distance of 28.25 feet, and a chord bearing of South 45 degrees 01minutes 56 seconds West;

Thence South 89 degrees 57 minutes 18 seconds West a distance of 195.05 feet to a point on the west line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 06 minutes 35 seconds East along said west line a distance of 640.23 feet to the TRUE POINT OF BEGINNING.

Label m: APN 217-01-009 T

The East half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label n: APN 217-01-009 U

The East one half of the West one half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label o: APN 217-01-009 V

The West one half of the West one half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label p: APN 217-01-009 X

Those portions of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the north south midsection line a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the north line of the Southwest quarter of

Exhibit E
Parcel Legal Descriptions (cont'd)

the Northwest quarter of the Northeast quarter of said Section 12 a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 13 seconds East along the north line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 640.53 feet to the Northeast corner of the of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 06 minutes 35 seconds West along the east line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 21 3.42 feet;

Thence South 89 degrees 57 minutes 13 seconds West a distance of 640.57 feet to a point on the east line of the west 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 07 minutes 11 seconds East parallel with the north south midsection line of said Section 12 a distance of 21 3.42 feet to the TRUE POINT OF BEGINNING.

Label q: APN 217-01-009Y

Those portions of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the north south midsection line a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the North line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 20.00 feet;

Thence South 00 degrees 07 minutes 11 seconds West parallel with north south midsection line of said Section 12 a distance of 213.42 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 57 minutes 13 seconds East a distance of 320.27 feet;

Thence South 00 degrees 06 minutes 35 seconds West a distance of 426.80 feet to a point on the North line of the South 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West parallel with the South line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 320.35 feet to a point on the east line of the west 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12,

Thence North 00 degrees 07 minutes 11 seconds East parallel with north south midsection line of said Section 12 a distance of 426.80 feet to the TRUE POINT OF BEGINNING.

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Exhibit E
Parcel Legal Descriptions (cont'd)

Label r: APN 217-01-009Z

Those portions of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and

Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the north quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the north south midsection line a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the north line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 13 seconds East a distance of 320.30 feet to a point of West line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 06 minutes 35 seconds West along the East line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 426.81 feet to a point on the North line of the South 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West parallel with the South line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 320.30 feet;

Thence North 00 degrees 06 minutes 35 seconds East a distance of 426.80 feet to the TRUE POINT OF BEGINNING.

Label s: APN 217-01-029

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label t: APN 217-01-030

The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label u: APN 217-01-101

The Southwest quarter of the Southeast quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPT that portion conveyed to City of Scottsdale recorded in Document No. 2002-0039381, records of Maricopa County, Arizona, described as follows:

That part of the Southwest quarter of the Southeast quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 1;

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THENCE North 89 degrees 46 minutes 27 seconds East, along the North line of the Southwest quarter of said Southeast quarter to the Northeast corner of the Southwest quarter of said Southeast quarter, 1321.18 feet;

THENCE departing said North line, South 00 degrees 04 minutes 38 seconds East, along the East line of the Southwest quarter of said Southeast quarter to the South line of said Southwest quarter of the Southeast quarter, 131 9.55 feet;

THENCE departing said East line, South 89 degrees 46 minutes 11 seconds West, along said South line of the Southwest quarter of the Southeast quarter, 225.00 feet to the beginning of a non-tangent curve concave to the Southwest, the center of which lies South 80 degrees 30 minutes 39 seconds West, 1437.25 feet;

THENCE Northwesterly, along said curve, 1697.07 feet through a central angle of 67 degrees 40 minutes 43 seconds to a point on the West line of the Southwest quarter of said Southeast quarter;

THENCE departing said curve, North 00 degrees 05 minutes 36 seconds West, along said West line, 150.00 feet to the POINT OF BEGINNING.

Label v: APN 217-01-102

That part of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that part BEGINNING at the Northwest corner of the East half of the Northeast quarter of the Southeast of the Southwest quarter of said Section 1;

THENCE North 89 degrees 46 minutes 20 seconds East along the North line of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter to the Northeast corner of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 330.62 feet;

THENCE departing said North line South 00 degrees 05 minutes 36 seconds East along the East line of said East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 150 feet;

THENCE departing said East line North 83 degrees 45 minutes 18 seconds West to the West line of said East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 332.65 feet;

THENCE North 00 degrees 04 minutes 59 seconds West along said West line, a distance of 112.50 feet to the POINT OF BEGINNING.

Label w: APN 217-01-107

Those portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of the Southeast quarter of the Northwest quarter of the Northeast

Exhibit E
Parcel Legal Descriptions (cont'd)

quarter of said Section 12;

THENCE South 89 degrees 57 minutes 18 seconds West along the South line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 379.65 feet to a point of curvature whose center bears South 89 degrees 57 minutes 18 seconds West a radius of 46.00 feet;

THENCE along the arc of said curve through a central angle of 052 degrees 32 minutes 24 seconds to the left an arc distance of 42.18 feet, a tangent distance of 22.70 feet, a chord distance of 40.72 feet, and a chord bearing of North 26 degrees 18 minutes 54 seconds West to a point of reverse curvature whose center bears North 37 degrees 24 minutes 54 seconds East a radius of 20.00 feet;

THENCE along the arc of said curve though a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of North 26 degrees 14 minutes 16 seconds West;

THENCE North 00 degrees 06 minutes 35 seconds East a distance of 241.00 feet to a point of curvature whose center bears South 89 degrees 53 minutes 25 seconds East a radius of 20.00 feet;

THENCE along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of North 26 degrees 27 minutes 26 seconds East to a point of reverse curvature whose center bears North 37 degrees 11 minutes 44 seconds West a radius of 46.00 feet;

THENCE along the arc of said curve through a central angle of 041 degrees 09 minutes 27 seconds to the left an arc distance of 33.04 feet, a tangent distance of 17.27 feet, a chord distance of 32.34 feet, and a chord bearing of North 32 degrees 13 minutes 33 seconds East;

THENCE North 89 degrees 57 minutes 18 seconds East a distance of 380.52 feet;

THENCE South 00 degrees 05 minutes 59 seconds West a distance of 336.68 feet to the TRUE POINT OF BEGINNING.

Label x: APN 217-01-108

Those portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

THENCE South 00 degrees 05 minutes 59 seconds West a distance of 323.57 feet;

THENCE South 89 degrees 57 minutes 18 seconds West a distance of 380.52 feet to a point of curvature whose center bears North 78 degrees 21 minutes 11 seconds West a radius of 46.00 feet;

THENCE along the arc of said curve through a central angle of 127 degrees 18 minutes 32 seconds to the left an arc distance of 102.21 feet, a tangent distance of 92.89 feet, a chord distance of 82.44 feet, and a chord bearing of North 52 degrees 00 minutes 26 seconds West;

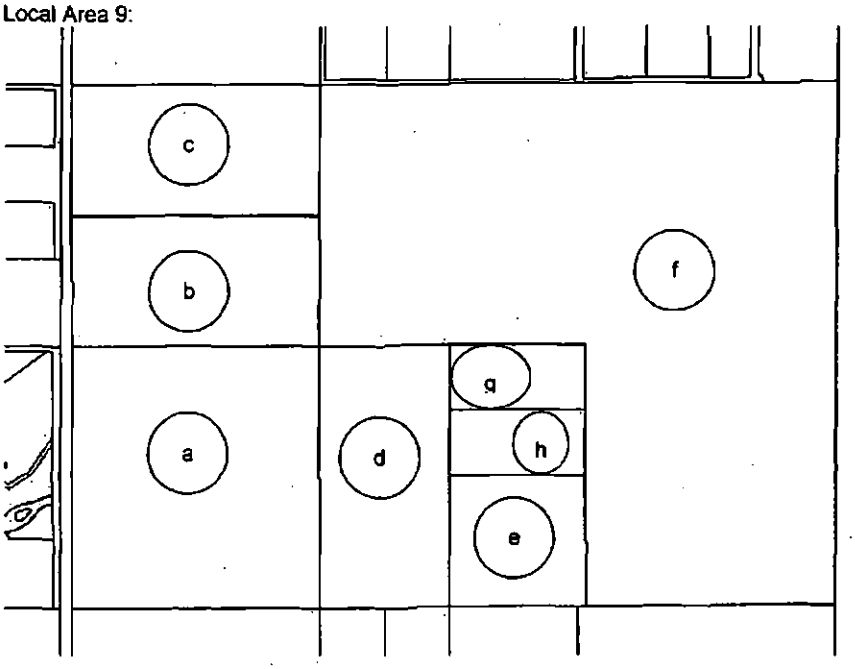
THENCE North 00 degrees 06 minutes 35 seconds East a distance of 272.76 feet;

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Parcel Legal Descriptions (cont'd)

THENCE North 89 degrees 57 minutes 13 seconds East a distance of 445.53 feet to the TRUE POINT OF BEGINNING.

Local Area 9:



Label a: APN 217-01-004 C

The Northwest quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label b: APN 217-01-007 F

The South half of the Southwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label c: APN 217-01-007 G

The North half of the Southwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label d: APN 217-01-009 E

The West half of the Northeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

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Label e: APN 217-01-009 G

The Southeast quarter of the Northeast quarter of the Southwest quarter; and the South half of the west 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label f: APN 217-01-009 H

The Southeast quarter of the Northwest quarter, and the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label g: APN 217-01-009 M

The North half of the Northeast quarter of the Northeast quarter of the Southwest quarter; and the North half of the North half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label h: APN 217-01-009 N

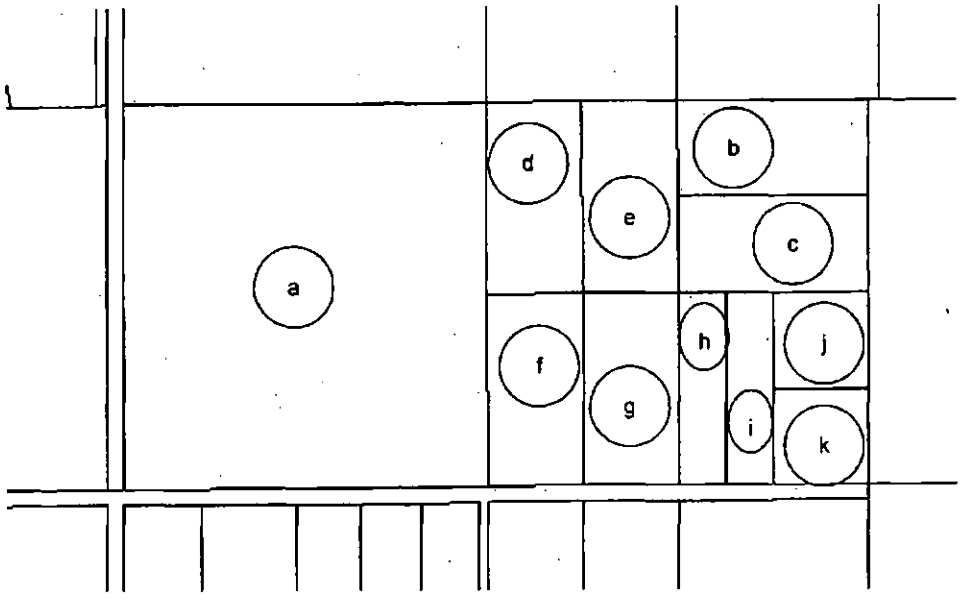
The South half of the Northeast quarter of the Northeast quarter of the Southwest quarter; and the South half of the North half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

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Exhibit E
Parcel Legal Descriptions (cont'd)

Local Area 10:



Label a: APN 217-01-004 D

The Southwest quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label b: APN 217-01-005 C

The North half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label c: APN 217-01-005 D

The South half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label d: APN 217-01-005 E

The West half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

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Exhibit E
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Label e: APN 217-01-005 F

The East half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label f: APN 217-01-005 H

The West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label g: APN 217-01-005 J

The East half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label h: APN 217-01-005 K

The West half of the West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label i: APN 217-01-005 L

The East half of the West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label j: APN 217-01-005 M

The North half of the East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label k: APN 217-01-005 N

The South half of the East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Order: CTA1109940 Doc: MP:2010 01110660 Page 27 of 27 Created By: d.galdamez Printed: 12/21/2011 12:41:47 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20101110685 12/21/2010 03:23
ELECTRONIC RECORDING

22844-8-1-1--
mcdevittr

WHEN RECORDED RETURN TO:
Kirk Wheeler
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

SERENO CANYON
WATER AND SEWER CREDIT AGREEMENT

THIS CREDIT AGREEMENT (the "Agreement") entered into this 14th day of December, 2010, by and between THE CITY OF SCOTTSDALE, an Arizona municipal corporation (the "City"), and MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company (the "Developer"), with respect to the following recitals and pursuant to the authority of Scottsdale Revised Code, Section 49-74 and Resolution No. 8467.

RECITALS

A. The Developer has developed Sereno Canyon, approximately 360 acres of real property (the "Property"), located in Maricopa County, Arizona (see Exhibit A, Location Map). The Developer has constructed system improvements consisting of a water transmission line, a regional water pump station, a regional sewer lift station and related sewer discharge lines. These system improvements will benefit certain parcels within their designated service areas and have been included in a Facility Payback Agreement for Water System Improvements (City Agreement No. 2010-168-COS) and a Facility payback Agreement for Sewer System Improvements (City Agreement No. 2010-169-COS). Those respective agreements define the financial responsibility of each parcel of land within the respective service areas for the constructed system improvements and the opportunity for those parcels to file for a credit agreement to recapture a proportionate share of that financial responsibility, up to but not to exceed the amount of development fee paid per parcel.

B. The City has held all required public hearings and received public comment on the development proposed for the Property, and otherwise duly considered the relationship of the proposed development to the City's General Plan. The parties acknowledge that the development of the Property will be consistent with the City's General Plan.

C. The Developer and the City desire to provide for the orderly payment of credits to reimburse the Developer for the system improvements installed by the Developer pursuant to Section 49-74.2 of the Scottsdale Revised Code. To that end, the Developer has submitted to the City water and sewer design reports for the Property, which depict and describe, among other things, the system improvements that are needed to accommodate the anticipated water and sewer needs of the designated water and sewer service areas.

D. The City has issued its final acceptance of the Developer's portion of the system improvements. Exhibit B shows the documented and accepted construction costs for the system improvements for water and sewer and Exhibit C shows the maximum eligible credit to the Developer as described in the applicable Facility Payback Agreement referenced in Paragraph A above.

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E. The Developer and the City are entering into this Agreement pursuant to the provisions of A.R.S. § 9- 500.05. The Developer and City acknowledge and agree that the allocation of credits pursuant to this Agreement will result in planning and economic benefits to the City and its residents by enabling the City to accurately project its budget needs and plan for water supplies, sewage treatment, and capital improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Eligible Improvements. Improvements eligible for credit are described in the Facility Payback Agreement for Water System Improvements (City Agreement No. 2010-168-COS) and the Facility payback Agreement for Sewer System Improvements (City Agreement No. 2010-169-COS). They correspond to system improvements identified in the City's "Infrastructure Improvement Plan", the City's "2007 Integrated Water Master Plan", and the City's "2007 Integrated Wastewater Master Plan". No additional system improvements are necessary within these service areas. Local water distribution and sewer collection improvements within Sereno Canyon have been, or will be, constructed at the Developer's cost and are not eligible for inclusion in this credit agreement.

2. Maximum Credit Eligibility. The maximum credit eligibility to the Developer for the water "system improvement" is one-million sixty-two-thousand two-hundred-seventy-seven dollars and seventeen cents ($1,062,277.17). The maximum credit eligibility to the Developer for the sewer "system improvements" is five-hundred-forty-thousand twenty-one dollars and forty-four cents ($540,021.44). The total eligible credit has been prorated for each eligible parcel within Sereno Canyon and is allocated in Exhibit C. The administration charges applicable to the Facility Payback agreements are not credit eligible

3. Reallocation of Credit. The City and the Developer acknowledge that amendments to and within the boundaries of the parcels within the service areas may be necessary from time to time to reflect changes in market conditions, meet the new requirements of one or more of the potential users or builders of any parcel, or compensate the Developer for a Water or Sewer Facility Payback amount that was not collected (reference Paragraph 8 in Agreement Nos. 2010-168-COS and 2010-169-COS). If and when the parties find that the changes or adjustments are necessary and appropriate, they will, unless otherwise required by applicable laws, effectuate these changes or adjustments through administrative amendments to the parcel boundaries, and calculated parcel credits as allocated in Exhibit C. The water/sewer development fee credit per lot cannot exceed the actual water/sewer development fee collected from the lot. There will be no retroactive administrative adjustments of fee credit for those lots for which the Developer has already received a credit reimbursement. These administrative changes will be approved in writing by the Water Resources General Manager, on behalf of the City, and by the Developer. After execution, administrative changes will be attached to this Agreement as an Addendum and become part thereof.

4. Notices. Any and all necessary notices will be given in writing and sent by certified mail return receipt requested, postage pre-paid, addressed as follows:

To Developer:
Crown Community Development
McDowell Back Bowl, LLC
1751A West Diehl Road
Naperville, Illinois, 60563
Attn: Hugh Smeed or Kim Dunne

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Snell & Wilmer
Jodi Pokorski
One Arizona Center
400 East Van Buren
Phoenix, AZ 85004

To City:
City of Scottsdale
Water Resources Executive Director
9388 E. San Salvador
Scottsdale, AZ 85258

With a copy to:
City of Scottsdale
City Attorney
3939 N. Drinkwater Boulevard
Scottsdale. AZ 85251

Each notice will considered to have been given as of the date of receipt.

5. Term. The term of this Agreement is for 20 years from the date of acceptance of the system improvements.

6. Further Assurances. Each Party will execute, acknowledge and deliver to the other any documents, and will take any other actions as the other may reasonably request in order to carry out the intent and purposes of this Agreement.

7. Assignments. No Party may assign this Agreement without first obtaining the written consent of the other Party.

8. Successors. This Agreement is binding upon and inures to the benefit of the Parties' respective successors and assigns.

9. Headings. The headings in this Agreement are for reference only and will not limit or define the meaning of any portion of this Agreement.

10. Time of Essence. Time is of the essence in this Agreement. If this Agreement requires any act to be done or action to be taken on a date which falls on a Saturday, Sunday or legal holiday, the action will be considered to have been validly done or taken on the next succeeding day that is not a Saturday, Sunday or legal holiday.

11. Waiver. The waiver by any Party of any right granted under this Agreement is not considered waiver of any other right granted by this Agreement, nor is it considered to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

12. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter.

13. Amendment. This Agreement may not be altered or amended except in accordance with to an instrument in writing signed by both Parties except as permitted in Paragraph 3 above.

14. No Third Party Beneficiary. No term or provision of this Agreement is intended to, nor will that term or provision inure to the benefit of any person or other entity not a Party to this Agreement. No other person or entity will have any right or cause of action under this Agreement.

15. Attorneys' Fees. In the event of litigation to enforce any provisions of this Agreement or rights arising hereunder, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.

16. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict of laws and rules applicable in the State of Arizona.

17. Effectiveness. This Agreement is effective when it is recorded in the official records of Maricopa County, Arizona.

18. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, the terms and provisions of this Agreement must not be construed against the Party who prepared the Agreement.

END OF AGREEMENT - Signatures on next page.

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The Parties have executed this Agreement the day and year first above written.

MCDOWELL MOUNTAIN BACK BOWL, LLC.
An Illinois limited liability company

By: _____
Hugh Smeed
Its: Authorized Representative

STATE OF ~~ARIZONA~~ Illinois)
) SS.
COUNTY OF ~~MARICOPA~~ Kendall)

SUBSCRIBED AND SWORN to before me by Hugh Smeed as authorized representative for McDowell Mountain Backbowl LLC (Developer).

_____
Notary Public

My Commission Expires:
05/28/13

OFFICIAL SEAL
SANDRA H KEEZER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/28/13

CITY OF SCOTTSDALE
an Arizona municipal corporation

By: _____
W.J. "Jim" Lane
Its: Mayor

ATTEST:

_____
Carolyn Jagger
City Clerk

APPROVED AS TO FORM:

_____
Bruce Washburn, City Attorney

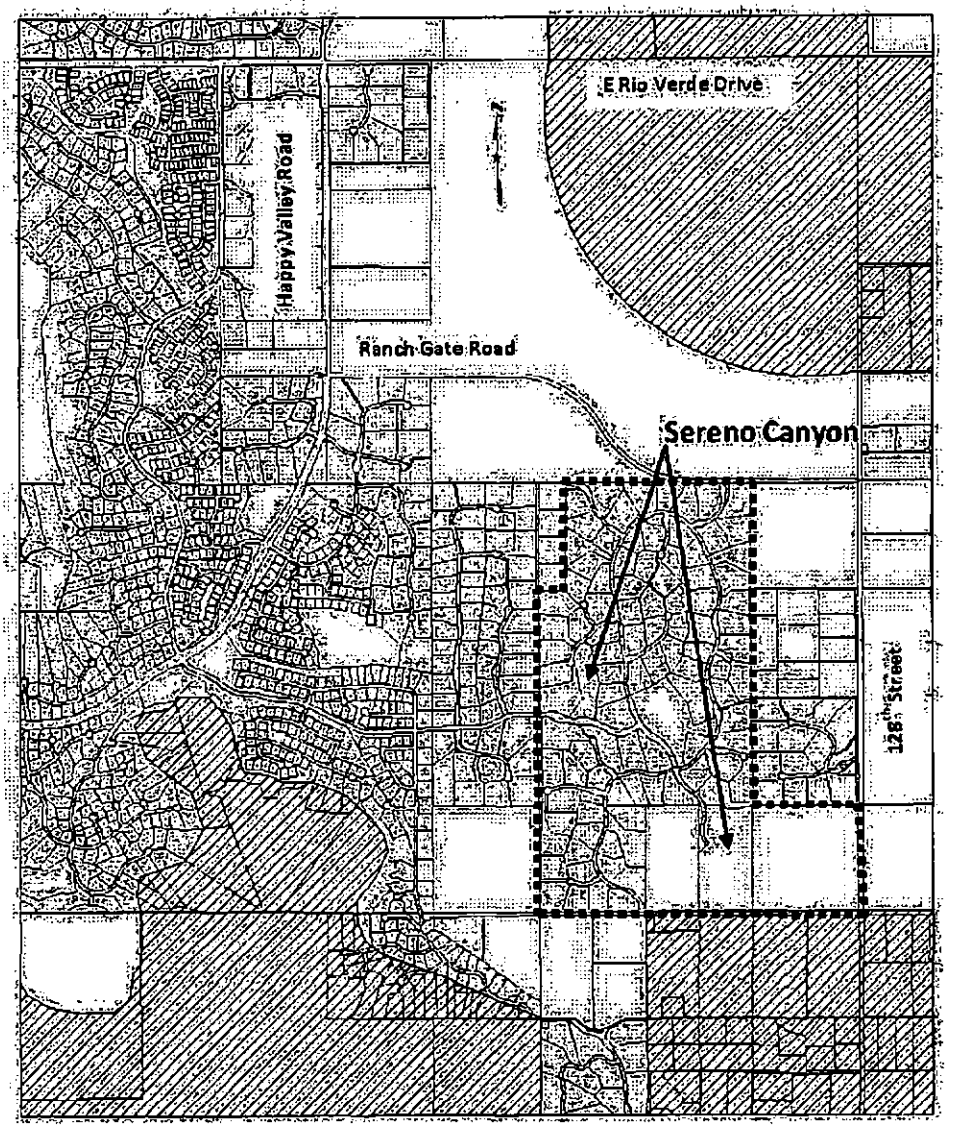
By: Cliffird J. Frey, Senior Assistant City Attorney

Order: CTA1109940 Doc: MP:2010 01110685 Page 5 of 8 Created By: d.galdamez Printed: 12/21/2011 12:41:51 PM EST

Agreement No. 2010-170-COS

Exhibit "A"

Location map



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Agreement No. 2010-170-COS

Exhibit "B"
Documented costs of system improvements paid for by the Developer

Exhibit B-2, Facility Payback Agreement for Water System Improvements
City of Scottsdale Agreement No. 2010-168-COS

Water pump station
(122nd Street and Alameda Road)

Design and construction	$3,051,404.22

118th Street water transmission line
(Redbird Road to Buckskin Trail)
(PRV at Ranch Gate Road)

Design and construction	$583,575.45
Total cost of system improvements	$3,634,979.67

Exhibit B-2, Facility Payback Agreement for Sewer System Improvements
City of Scottsdale Agreement No. 2010-169-COS

Sewer pump station
(North of Ranch Gate Road on 128th Street)

-and-

Force main
(From pump station east along north edge of Sereno Canyon)

Design and construction	$2,256,327.21

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Agreement No. 2010-170-COS

Exhibit "C"

Maximum Eligible Credit to the Developer

Water System Improvements

Parcel/Plat	Parcel (SF)	Potential # of Units	Parcel credit
Sereno Canyon, Ph. 1	Platted	46	$381,755.86
Sereno Canyon, Ph. 2	Platted	28	$232,373.13
Sereno Canyon, Ph. 3	Platted	22	$182,578.89
Sereno Canyon, Ph. 4	Unplatted	32	$265,569.29
	Maximum eligible credit	128	$1,062,277.17
	Average credit per lot		$8,299.04

Sewer System Improvements

Parcel/Plat	Parcel (SF)	Potential # of Units	Parcel credit
Sereno Canyon, Ph. 1	Platted	46	$245,950.36
Sereno Canyon, Ph. 2	Platted	1	$5,346.75
Sereno Canyon, Ph. 3	Platted	22	$117,628.43
Sereno Canyon, Ph. 4	Unplatted	32	$171,095.90
	Maximum eligible credit	101	$540,021.44
	Average credit per lot		$5,346.75

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20101110859 12/21/2010 03:34
ELECTRONIC RECORDING

WHEN RECORDED RETURN TO:
Kirk Wheeler
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

22846-28-1-1--
Sotor

**FACILITY PAYBACK AGREEMENT
FOR WATER SYSTEM IMPROVEMENTS IN THE
SERENO CANYON SERVICE AREA**

THIS FACILITY PAYBACK AGREEMENT (the "Agreement") is entered into this 14th day of December, 2010, by and between THE CITY OF SCOTTSDALE, an Arizona municipal corporation (the "City"), and MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company (the "Developer"), with respect to the following recitals, A.R.S. § 9-500.05, and Resolution No. 8465.

RECITALS

A. The Developer has constructed a potable water transmission line and associated water pump station (system improvements) that will benefit properties within the designated Sereno Canyon water service area (see Exhibits A and C). These improvements are described within the City's 2007 Integrated Water Master Plan and the City's 2008 Water, Water Resources, and Wastewater Infrastructure Improvement Plan and are listed in Exhibit B.

B. The Developer has elected to construct the system improvements in advance of the programmed construction through the City's capital improvement program. A credit agreement pursuant to Section 49-74.2 of the Scottsdale Revised Code solely for that property being developed by the Developer will not provide an equitable recovery of water development fees to compensate the Developer for those costs to construct the water transmission line and associated water pump station system improvements.

C. The Developer and the City desire to provide for an orderly and equitable payment method to reimburse both the Developer and future developers of properties within the designated service area for the system improvements installed by the Developer. To that end, the Developer seeks an agreement providing compensation as properties are developed within the designated water service area in accordance with Section 49-215, et. seq. These developed properties directly benefit from the system improvements constructed by the Developer and are in turn eligible to request a credit agreement with the City in accordance with Section 49-74.2 and the provisions of this agreement, enabling them to recapture a proportionate cost of their facility payback, up to, but not to exceed, their paid water development fees.

D. The Developer has submitted to the City design reports and improvement plans for the water transmission line and water pump station, which depict and describe, among other things, the system improvements that are needed to accommodate the anticipated water needs of the designated Sereno Canyon water service area.

E. The City has held all required public hearings and received public comment on the development proposed for Sereno Canyon, and otherwise duly considered the relationship of the proposed development to the City's General Plan. Sereno Canyon acknowledges that the development of their property will be consistent with the City's General Plan.

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F. The City has issued its final acceptance of the Developer's portion of the system improvements identified in the City's Master Plans and Infrastructure Improvement Plan. The Developer has provided to the City a detailed description of the costs to design and construct the water transmission line and associated water pump station (system improvements).

G. The Developer and the City are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05. The Developer and City acknowledge and agree that the allocation of payback pursuant to this Agreement will result in planning and economic benefits to the City and its residents by enabling the City to accurately project its budget needs and plan for water supplies and capital improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals stated above are made a part of this Agreement by this reference.

2. Eligible Improvements. Improvements eligible for reimbursement to the Developer are the system improvements described in Exhibit B. They correspond to system improvements identified in the City's "2007 Integrated Water Master Plan" and "2008 Water, Water Resources and Wastewater Infrastructure Improvement Plan". No additional system improvements are necessary within the designated water service area (see Exhibit C). Local water distribution improvements must be completed by developers of property within the designated water service area at their own expense, subject to any City authorized oversizing and payback agreements.

3. Maximum Payback. Costs for the related water system improvements constructed by the Developer, have been documented to the satisfaction of the City, and are listed on Exhibit B-2. The cost eligible for the water system improvements is three-million six-hundred-thirty-four-thousand nine-hundred-seventy-nine dollars and sixty-seven cents ($3,634,979.67).

4. Allocation of Payback. The system improvements constructed by the Developer correspond to the demand necessary to provide water service to the number of potential single-family residential lots for each existing parcel within the designated service area compliant with the R1-130 zoning (130,000 square feet gross area) in force at the time of this agreement. Each potential lot is assigned an equal proportionate share of the cost to construct the system improvements and is shown for illustration purposes only on Exhibit D. Allocation of assessment per parcel is to be made as follows:

a) Subdivision. Assessment will be made at the per lot assessment for the number of lots platted. Assessment will be payable at the time of any onsite permitting.
b) Minor subdivision. Assessment will be made at the per lot assessment for the number of lots platted. Assessment will be payable at the time of any onsite permitting.
c) Parcel assemblage. Assessment will be made at the per-lot assessment for the maximum number of permitted lots and will be payable in full prior to the approval of the assemblage, unless the assemblage constitutes a subdivision.
d) No parcel division. If one single family residence is proposed for an existing parcel, the assessment will be payable at one unit of cost for that parcel prior to extension of and/or connection to the public water as described in Scottsdale's Revised Code.

5. Reallocation of Payback. The City and the Developer acknowledge that amendments to and within the boundaries of the parcels within the service area may occur to reflect changes in market conditions or meet new requirements of one or more of the potential users or builders of any parcel. If within the term of this agreement any property is developed, divided, or platted resulting in a fewer number of lots than allowed by the R1-130 zoning and then a later date replatted or further divided, an

additional per lot facility payback will be made at the per-lot assessment for each newly created lot and will be payable prior to any onsite permitting. If and when the parties find that such changes or adjustments are necessary and appropriate, they will, unless otherwise required by applicable laws, effectuate these changes or adjustments through administrative amendments. These administrative changes will be approved in writing by the Water Resources General Manager, on behalf of the City, and by the Developer. After execution, administrative changes will be attached to this Agreement as an Addendum and become part thereof.

6. Oversizing. In the event any subdivision or parcel is developed to fewer than the number of lots allowed per the zoning (as indicated on Exhibit D), the City may enter into an oversizing agreement with the Developer to purchase the excess capacity of the system improvements, determined as the difference between the allowable number of lots zoned for that parcel and the actual number of lots developed. Oversizing is subject to available funds and limitations by A.R.S. Sec. 34-201. Any per-lot facility payback compensated through oversizing to the Developer is not qualified as a disbursement to the Developer in the event future division of that parcel occurs as described in Paragraph 5 above. Such future per-lot paybacks will be collected and retained by the City as reimbursement for any oversizing payment to Developer.

7. Rezoning. If parcels are rezoned, allowing for a greater number of lots than anticipated by the current R1-130 zoning designation, the zoning applicant shall be responsible for updating the Conceptual Master Potable Water System Report for Sereno Canyon and the Design Concept Report for Sereno Canyon Zone 13 Pump Station at Site 145. Design and construction costs of any upgrades or additional infrastructure determined necessary shall be the sole responsibility of the party(s) requesting the rezoning.

8. Collection of Paybacks – No Guarantee. The City will make every effort to collect a payback as described in paragraph 4 above for any parcel identified within the designated water service area. The Developer acknowledges that private property transactions can result in revised legal descriptions and assessor's parcel numbers and as such may avoid the payback process. Upon discovery, the City will use commercially reasonable efforts to collect any avoided paybacks, including but not limited to, an administrative amendment to the Sereno Canyon Credit Agreement (210-170-COS). Applicable collected paybacks will be mailed within 28 days to the Developer at the address listed in Paragraph 10 below.

9. Parcels Excluded From Agreement. The Developer, having installed the system improvements noted herein and being a party of this agreement, is hereby excluded from having to provide a facility payback as a condition of existing and future land division of their properties. Sonoran Crest was platted and developed prior to the execution of this agreement and is hereby excluded from payments established by this facility payback agreement.

10. Administration Charge. The Developer shall pay the City ten-thousand dollars ($10,000.00) prior to execution of this agreement. The administration charge shall be equally divided among the 438 lots and then applied to the parcel assessments shown in Exhibit D. The proportionate administration charge when collected as a part of a facility payback amount will be returned to the Developer.

11. Notices. Any and all necessary notices will be given in writing and sent by certified mail return receipt requested, postage pre-paid, addressed as follows:

To Parcel Owners:	Each parcel owner described in Exhibit D and E will receive a notification of facilities payback along with the conditions of payment.
To Developer:	Crown Community Development McDowell Back Bowl, LLC 1751A West Diehl Road Naperville, Illinois, 60563 Attn: Hugh Smeed or Kim Dunne

Snell & Wilmer
Jodi Pokorski
One Arizona Center
400 East Van Buren
Phoenix, AZ 85004

To City: City of Scottsdale
Water Resources Executive Director
9388 E. San Salvador
Scottsdale, AZ 85258

With a copy to: City of Scottsdale
City Attorney
3939 N. Drinkwater Boulevard
Scottsdale. AZ 85251

Each notice will be considered to have been given as of the date of receipt.

Additionally the following notices will be provided on the subdivision plat.

Subdivision: Provide wording on the plat stating the amount of the facility payback that is to be paid to the City prior to the issuance of any onsite permit.

Minor subdivisions: Provide wording on the plat stating the amount of facility payback per lot that is to be paid by the lot owner to the City prior to receiving any onsite permit unless prior payment has been made by the subdivider.

12. Term and Interest. The term of this Agreement is for 20 years from the date of acceptance of the system improvements. No interest is applicable to this Agreement.

13. Further Assurances. Each Party will execute, acknowledge and deliver to the other any documents, and will take any other actions as the other may reasonably request in order to carry out the intent and purposes of this Agreement.

14. Assignments. No Party may assign this Agreement without first obtaining the written consent of the other Party.

15. Successors. This Agreement is binding upon and inures to the benefit of the Parties' respective successors and assigns.

16. Headings. The headings in this Agreement are for reference only and will not limit or define the meaning of any portion of this Agreement.

17. Time of Essence. Time is of the essence in this Agreement. If this Agreement requires any act to be done or action to be taken on a date which falls on a Saturday, Sunday or legal holiday, the action will be considered to have been validly done or taken on the next succeeding day that is not a Saturday, Sunday or legal holiday.

18. Waiver. The waiver by any Party of any right granted under this Agreement is not considered a waiver of any other right granted by this Agreement, nor is it considered to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

19. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter.

20. Amendment. This Agreement may not be altered or amended, except in accordance with an instrument in writing signed by both Parties.

21. No Third Party Beneficiary. No term or provision of this Agreement is intended to, nor will that term or provision inure to the benefit of any person or other entity not a Party to this Agreement. No other person or entity will have any right or cause of action under this Agreement.

22. Attorneys' Fees. In the event of litigation to enforce any provisions of this Agreement or rights arising hereunder, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.

23. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict of laws and rules applicable in the State of Arizona.

24. Effectiveness. This Agreement is effective when it is recorded in the official records of Maricopa County, Arizona.

25. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, the terms and provisions of this Agreement must not be construed against the Party who prepared the Agreement.

END OF AGREEMENT – Signatures on next page

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Agreement No. 2010-168-COS

The Parties have executed this Agreement the day and year first above written.

MCDOWELL MOUNTAIN BACK BOWL, LLC.
An Illinois limited Liability Company

By: _____
Hugh Smeed
Its: Authorized Representative

STATE OF ~~ARIZONA~~ Illinois)
COUNTY OF ~~MARICOPA~~ Kendall) SS.

SUBSCRIBED AND SWORN to before me by Hugh Smeed as authorized representative for McDowell Mountain Back Bowl LLC (Developer).

Sandra H Keezer
Notary Public

My Commission Expires:
05/28/13

OFFICIAL SEAL
SANDRA H KEEZER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/28/13

CITY OF SCOTTSDALE
an Arizona municipal corporation

By: _____
W.J. "Jim" Lane
Its: Mayor

ATTEST:

Carolyn Jagger
City Clerk

APPROVED AS TO FORM:

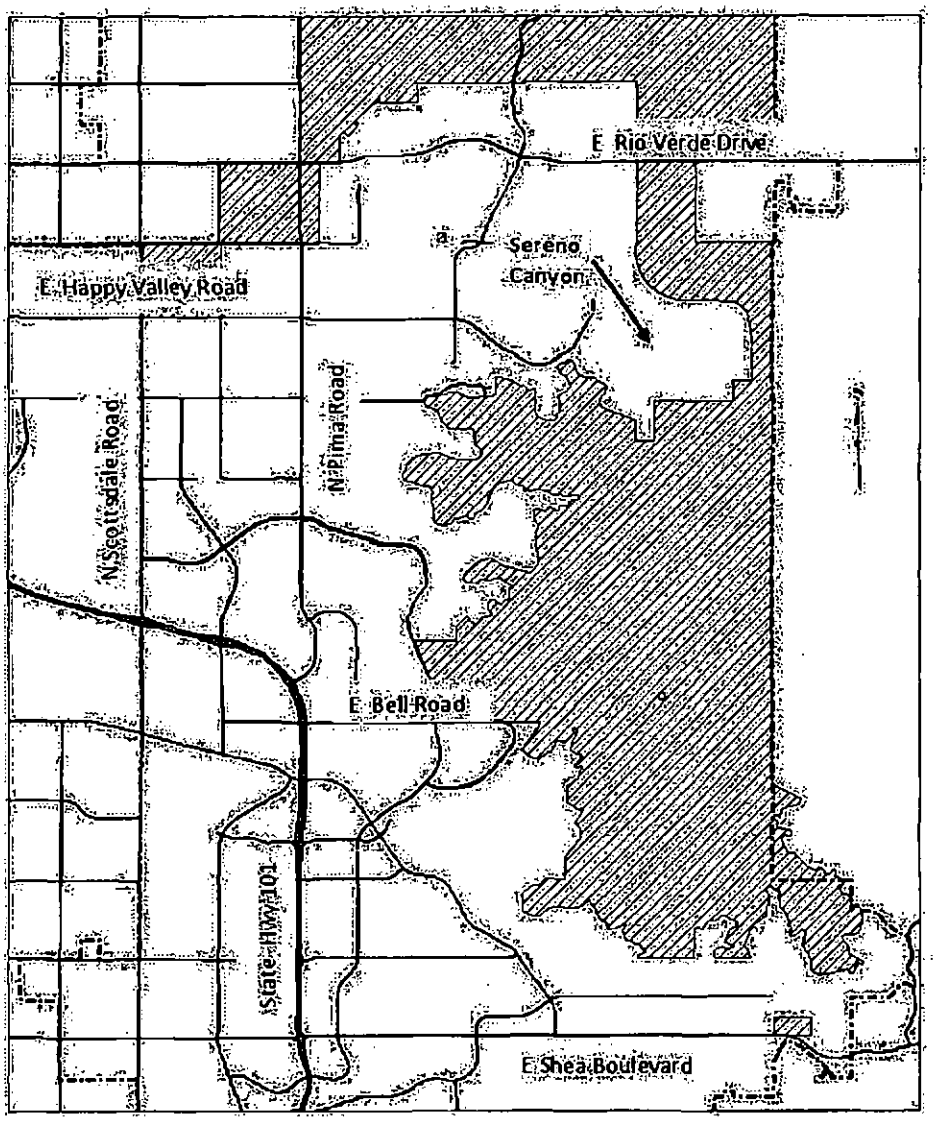
Bruce Washburn, City Attorney

By: Clifford J. Frey, Senior Assistant City Attorney

Order: CTA1109940 Doc: MP:2010 01110859 Page 6 of 29 Created By: d.galdamez Printed: 12/21/2011 12:42:01 PM EST

Agreement No. 2010-168-COS

Exhibit A
Location map



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Exhibit B

Exhibit B-1: Improvements identified in the 2007 Integrated Water Master Plan and the 2008 Water, Water Resources and Wastewater Infrastructure Improvement Plan

Schedule 1-A
Water Infrastructure Projects
City of Scottsdale Development Fee Model

Water Production, Treatment and Storage

CIP No.	Project	Project Year	IIP Amount
W2105	Alameda/122nd Street Booster Pump Station	2008	$1,800,000

Water Transportation Projects

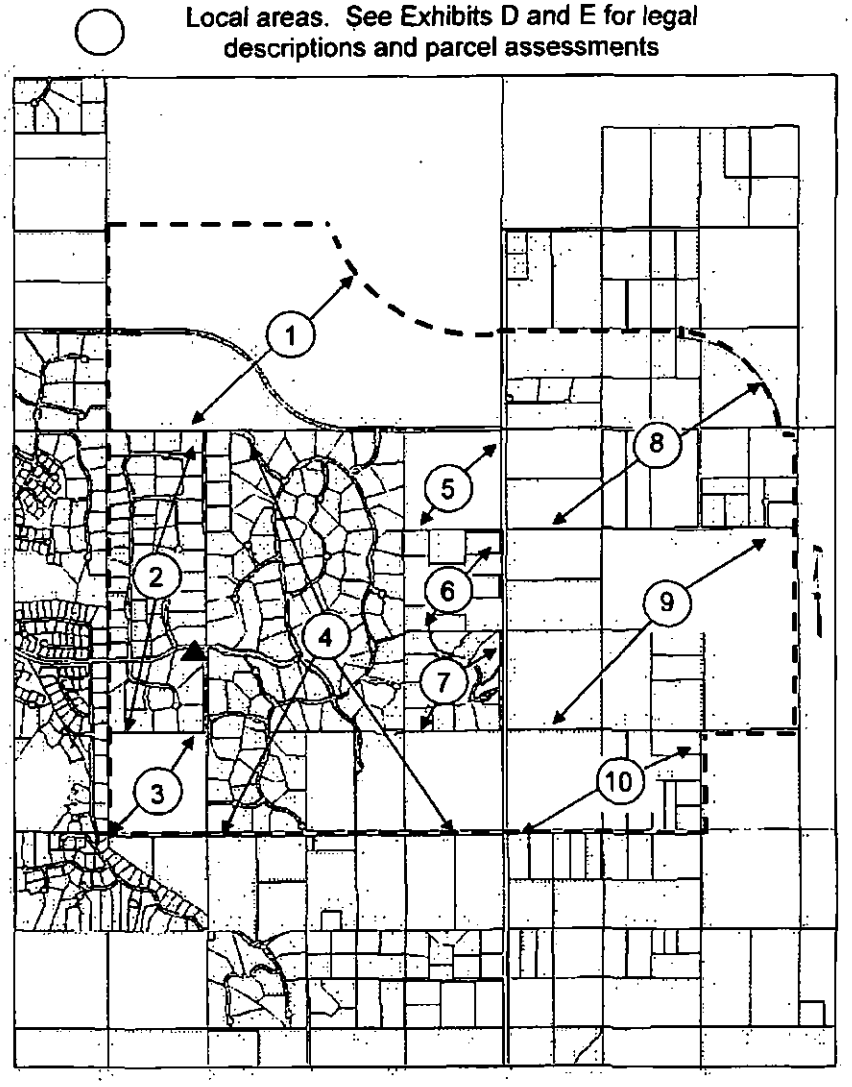
CIP No.	Project	Project Year	IIP Amount
(1)	East Dynamite Area	2009/2011	$48,041,000

(1) It is anticipated that these projects will be constructed by developers and reimbursed by the City through development fee credit agreements.

Exhibit B-2: Documented costs of system improvements paid for by the Developer

Water pump station (122nd Street and Alameda Road)	
Design and construction	$3,051,404.22
118th Street water transmission line (Redbird Road to Buckskin Trail) (PRV at Ranch Gate Road)	
Design and construction	$583,575.45
Total cost of system improvements	$3,634,979.67

Exhibit C
Designated Sereno Canyon Water Service Area



= water service area for agreement

▲ = location of the water pump station

Order: CTA1109940 Doc: MP:2010 01110859 Page 9 of 28 Created By: d.galdamez Printed: 12/21/2011 12:42:02 PM EST

Exhibit D
Parcel Assessment

Prorated cost per lot: $3,634,979.67 / 438 = $8,299.04
Administration charge per lot: $10,000.00 / 438 = $22.83

Local Area	Label	Parcel/Plat	Parcel (SF)	Potential # of Units	Parcel buy-in
1		State Land	12,138,654	93	$771,810.75
2		Sonoran Crest	Platted	see note (1)	$0.00
3		217-01-013	1,743,707	13	$107,887.52
4		Sereno Canyon, Ph. 1	Platted	46	$381,755.86
		Sereno Canyon, Ph. 2	Platted	28	$232,373.13
		Sereno Canyon, Ph. 3	Platted	22	$182,578.89
		Sereno Canyon, Ph. 4	Unplatted	32	$265,569.29
	a	217-01-023D	109,031	1	$8,299.04
	b	217-01-023E	109,031	1	$8,299.04
	c	217-01-023F	109,031	1	$8,299.04
	d	217-01-023G	109,031	1	$8,299.04
5		217-01-025A	1,710,125	13	$107,887.52
6	a	217-01-018D	217,974	1	$8,299.04
	b	217-01-018E	217,974	1	$8,299.04
	c	217-01-018G	218,018	1	$8,299.04
	d	217-01-018H	109,031	1	$8,299.04
	e	217-01-018J	108,944	1	$8,299.04
	f	Popo and Kanga 1	Division	1	$8,299.04
	g	Popo and Kanga 2	Division	1	$8,299.04
	h	Popo and Kanga 3	Division	1	$8,299.04
	i	217-01-018M	217,931	1	$8,299.04
	j	217-01-018N	108,987	1	$8,299.04
	k	217-01-018P	108,987	1	$8,299.04
7		Tiara Estates	Platted	13	$107,887.52
8	a	217-01-001C	834,915	6	$49,794.24
	b	217-01-001L	417,435	3	$24,897.12
	c	217-01-001N	133,000	1	$8,299.04
	d	217-01-001P	132,537	1	$8,299.04
	e	217-01-001Q	134,000	1	$8,299.04
	f	217-01-007B	834,915	6	$49,794.24
	g	217-01-007C	834,915	6	$49,794.24

Notes: (1) Sonoran Crest has prior water service, thus not required to participate.
(2) See Appendix E for maps of parcels in local areas 4, 6, 8, 9 and 10.
(3) Parcel buy-in amount does not include administration charge

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Exhibit D
Parcel Assessment (cont'd)

Local Area	Label	Parcel/Plat	Parcel (SF)	Potential # of Units	Parcel buy-in
	h	217-01-008N	435,600	3	$24,897.12
	i	217-01-008P	217,800	1	$8,299.04
	j	217-01-009J	435,600	3	$24,897.12
	k	217-01-009K	435,600	3	$24,897.12
	l	217-01-009R	136,151	1	$8,299.04
	m	217-01-009T	871,200	6	$49,794.24
	n	217-01-009U	435,600	3	$24,897.12
	o	217-01-009V	435,600	3	$24,897.12
	p	217-01-009X	136,706	1	$8,299.04
	q	217-01-009Y	136,708	1	$8,299.04
	r	217-01-009Z	136,705	1	$8,299.04
	s	217-01-029	435,600	3	$24,897.12
	t	217-01-030	435,600	3	$24,897.12
	u	217-01-101	775,367	6	$49,794.24
	v	217-01-102	174,408	1	$8,299.04
	w	217-01-107	135,215	1	$8,299.04
	x	217-01-108	141,006	1	$8,299.04
9	a	217-01-004C	1,669,785	13	$107,887.52
	b	217-01-007F	871,200	6	$49,794.24
	c	217-01-007G	834,610	6	$49,794.24
	d	217-01-009E	871,200	6	$49,794.24
	e	217-01-009G	461,736	3	$24,897.12
	f	217-01-009H	5,174,405	39	$323,662.57
	g	217-01-009M	230,999	1	$8,299.04
	h	217-01-009N	230,999	1	$8,299.04
10	a	217-01-004D	1,669,655	13	$107,887.52
	b	217-01-005C	217,800	1	$8,299.04
	c	217-01-005D	217,800	1	$8,299.04
	d	217-01-005E	217,800	1	$8,299.04
	e	217-01-005F	217,800	1	$8,299.04
	f	217-01-005H	217,800	1	$8,299.04
	g	217-01-005J	217,800	1	$8,299.04
	h	217-01-005K	108,900	1	$8,299.04
	i	217-01-005L	108,900	1	$8,299.04
	j	217-01-005M	108,900	1	$8,299.04
	k	217-01-005N	108,900	1	$8,299.04
			Totals	438	$3,634,979.67

Note: (1) See Appendix E for maps of parcels in local areas 4, 6, 8, 9 and 10.
(2) Parcel buy-in amount does not include administration charge

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Exhibit E
Parcel Legal Descriptions

Local Area 1:

State Land - a portion of Section 4, Township 5 North, Range 2 East of the Gila and Salt River Base and Meridian.

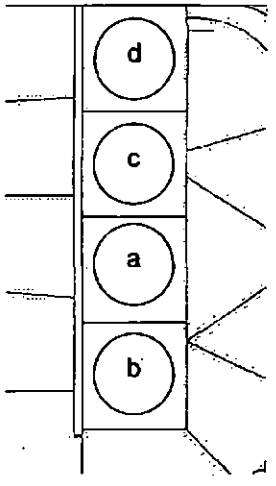
Local Area 2:

Sonoran Crest - a subdivision recorded in Book 527 of Maps, Page 15, records of Maricopa County, Arizona.

Local Area 3: APN 217-01-013

Parcel 4, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona

Local Area 4 (northwest corner):



Label a: APN 217-01-023 D

The North half of the South half of the West half of the West half of Parcel 14, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label b: APN 217-01-023 E

The South half of the South half of the West half of the West half of Parcel 14, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

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Exhibit E
Parcel Legal Descriptions (cont'd)

Label c: APN 217-01-023 F

The South half of the North half of the West half of the West half of Parcel 14, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label d: APN 217-01-023 G

The North half of the North half of the West half of the West half of Parcel 14, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Sereno Canyon Phase 1 a subdivision recorded in Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

Sereno Canyon Phase 2 a subdivision recorded in Book 974 of Maps, Page 40, records of Maricopa County, Arizona.

Sereno Canyon Phase 3 a subdivision recorded in Book 974 of Maps, Page 41, records of Maricopa County, Arizona.

Sereno Canyon Phase 4 a future subdivision not yet recorded.

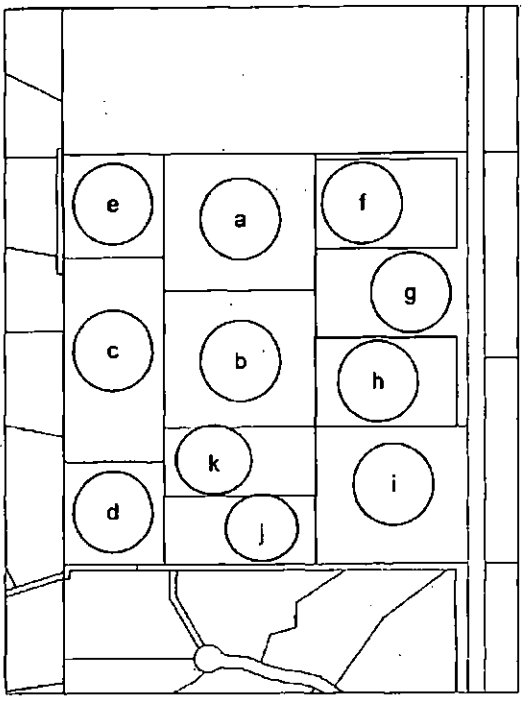
Local Area 5: APN 217-01-025 A

Parcel 16, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona

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Exhibit E
Parcel Legal Descriptions (cont'd)

Local Area 6:



Label a: APN 217-01-018 D

The North one-third of the following described property: The East half of the West half of the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label b: APN 217-01-018 E

The East half of the West half and the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona; EXCEPT the South third and EXCEPT the North third thereof.

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Exhibit E
Parcel Legal Descriptions (cont'd)

Label c: APN 217-01-018 G

The West half of the West half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona: EXCEPT the North half of the North half thereof and EXCEPT the South half of the South half thereof.

Label d: APN 217-01-018 H

The South half of the South half of the West half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label e: APN 217-01-018 J

The North half of the North half of the West half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label f:

Lot 1, POPO AND KANGA LAND DIVISION, a plat recorded in Book 900 of Maps, Page 43, records of Maricopa County, Arizona.

Label g:

Lot 2, POPO AND KANGA LAND DIVISION, a plat recorded in Book 900 of Maps, Page 43, records of Maricopa County, Arizona.

Label h:

Lot 3, POPO AND KANGA LAND DIVISION, a plat recorded in Book 900 of Maps, Page 43, records of Maricopa County, Arizona.

Label i: APN 217-01-018 M

The South third of the East half of the East half and the East half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label j: APN 217-01-018 N

The South half of the South one-third of the following described property: The East half of the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

Label k: APN 217-01-018 P

The North half of the South one-third of the following described property: The East half of the West half of the West half of the West half of the East half of Parcel 9, of the GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona.

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Exhibit E
Parcel Legal Descriptions (cont'd)

Label b: APN 217-01-001 L

The South half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Also excepting therefrom the following described property:

A portion of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

Commencing at a found brass cap accepted as the Southwest corner of said Section 1, from which a found brass cap accepted as the West quarter corner of said Section 1 bears north 00 degrees 03 minutes 10 seconds west, a distance of 2638.63 feet;

Thence along the west line of the Southwest quarter of said Section 1, north 00 degrees 03 minutes 10 seconds west, a distance of 329.95 feet to the north line of the South half of the South half of the Southwest quarter of the Southwest quarter of said Section 1;

Thence leaving said west line and along said north line, north 89 degrees 46 minutes 07 seconds east, a distance of 55.00 feet to the east line of the west 55.00 feet of said Section 1 and the point of beginning;

Thence leaving said east line and continuing along said north line, north 89 degrees 48 minutes 07 seconds east, a distance of 80.00 feet to the east line of the west 135.00 feet of said Section 1;

Thence leaving said north line and along last said east line, south 00 degrees 03 minutes 10 seconds east, a distance of 1.62 feet;

Thence leaving last said east line, south 89 degrees 56 minutes 50 seconds west a distance of 80.00 feet to said east line of the west 55.00 feet of Section 1;

Thence along last said east line, north 00 degrees 03 minutes 10 seconds west, a distance of 137 feet to the point of beginning.

Label c: APN 217-01-001 N

That portion of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Southwest corner of said Section 1;

Thence North 00 degrees 07 minutes 45 seconds East along the west line of the Southwest quarter of said Section 1 a distance of 659.88 feet to the Northwest corner of the North half of the south half of the southwest quarter of the southwest quarter of said Section 1;

Thence North 89 degrees 57 minutes 05 seconds East along the north line of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1 a distance of 55.00 feet to the Northwest corner of Lot 1 of the MER 9.55 ACRES DIVISION as recorded in Book 663 of Maps,

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Exhibit E
Parcel Legal Descriptions (cont'd)

Page 39 of the records of Maricopa County, Arizona, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 05 seconds East along the north line of said Lot 1 a distance of 438.49 feet to the northeast corner of said Lot 1;

Thence South 03 degrees 35 minutes 02 seconds east along the east line of said Lot 1 a distance of 310.55 feet to the southeast corner of said Lot 1;

Thence South 89 degrees 57 minutes 00 seconds West along the south line of said Lot 1 a distance of 419.77 feet to the southwest corner of said Lot 1;

Thence North 00 degrees 07 minutes 45 seconds East along the west line of said Lot 1 a distance of 309.94 feet to the TRUE POINT OF BEGINNING;

Label d: APN 217-01-001 P

Lot 2, MER 9.55 Acres Division, according to Book 663 of Maps, Page 39 of the records of Maricopa County, Arizona.

Label e: APN 217-01-001 Q

That portion of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Southwest corner of said Section 1;

Thence North 00 degrees 07 minutes 45 seconds East along the west line of the Southwest quarter of said Section 1 a distance of 659.88 feet to the Northwest corner of the North half of the south half of the southwest quarter of the southwest quarter of said Section 1;

Thence North 89 degrees 57 minutes 05 seconds East along the north line of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1 a distance of 944.54 feet to the Northwest corner of Lot 3 of the MER 9.55 ACRES DIVISION as recorded in Book 663 of Maps, Page 39 of the records of Maricopa County, Arizona, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 05 seconds East a distance of 378.15 feet to the northeast corner of said Lot 3;

Thence South 00 degrees 06 minutes 37 seconds West along the east line of said Lot 3 a distance of 329.90 feet to the southeast corner of said Lot 3;

Thence South 89 degrees 57 minutes 00 seconds West along the south line of said Lot 3 a distance of 408.97 feet to point of curvature to the left whose center bears South 89 degrees 57 minutes 00 seconds West, a radius of 46.00 feet;

Thence continuing along the south line of Lot 2 and along the arc of said curve an arc distance of 47.65 feet, a central angle of 59 degrees 20 minutes 54 seconds, a tangent distance of 26.21 feet, a chord distance of 45.55 feet and a chord bearing of North 29 degrees 43 minutes 27 seconds West to the westernmost corner of said Lot 3;

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Exhibit E
Parcel Legal Descriptions (cont'd)

Thence North 10 degrees 32 minutes 35 seconds East along the west line of said Lot 3 a distance of 295.37 feet to the TRUE POINT OF BEGINNING.

Label f: APN 217-01-007 B

The South half of the Northwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Except the west 55 feet thereof.

Label g: APN 217-01-007 C

The North half of the Northwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
Except the west 55 feet thereof.

Label h: APN 217-01-008N

The Northwest quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label i: APN 217-01-008 P

The West half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label j: APN 217-01-009 J

The North half of the West half of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label k: APN 217-01-009 K

The Northeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label l: APN 217-01- 009 R

Those portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

BEGINNING at the Northwest corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 13 seconds East along the north line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 215.00 feet;

Thence South 00 degrees 06 minutes 35 seconds West a distance of 272.76 feet to a point of curvature whose center bears South 25 degrees 39 minutes 42 seconds East a radius of 46.00 feet;

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Exhibit E
Parcel Legal Descriptions (cont'd)

Thence along the arc of said curve through a central angle of 116 degrees 55 minutes 24 seconds to the left an arc distance of 93.87 feet, a tangent distance of 74.95 feet, a chord distance of 78.41 feet, and a chord bearing of South 05 degrees 52 minutes 36 seconds West to a point of reverse curvature whose center bears South 37 degrees 24 minutes 54 seconds West a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of South 26 degrees 14 minutes 16 seconds East;

Thence South 00 degrees 06 minutes 35 seconds West a distance of 253.61 feet to a point of curvature whose center bears North 89 degrees 53 minutes 25 seconds West a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 089 degrees 50 minutes 43 seconds to the right an arc distance of 31.36 feet, a tangent distance of 19.95 feet, a chord distance of 28.25 feet, and a chord bearing of South 45 degrees 01minutes 56 seconds West;

Thence South 89 degrees 57 minutes 18 seconds West a distance of'195.05 feet to a point on the west line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 06 minutes 35 seconds East along said west line a distance of 640.23 feet to the TRUE POINT OF BEGINNING.

Label m: APN 217-01-009 T

The East half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label n: APN 217-01-009 U

The East one-half of the West one half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label o: APN 217-01-009 V

The West one-half of the West one half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label p: APN 217-01-009 X

Those portions of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the north south midsection line a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the north line of the Southwest quarter of

Exhibit E
Parcel Legal Descriptions (cont'd)

the Northwest quarter of the Northeast quarter of said Section 12 a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 13 seconds East along the north line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 640.53 feet to the Northeast corner of the of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 06 minutes 35 seconds West along the east line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 21 3.42 feet;

Thence South 89 degrees 57 minutes 13 seconds West a distance of 640.57 feet to a point on the east line of the west 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 07 minutes 11 seconds East parallel with the north south midsection line of said Section 12 a distance of 21 3.42 feet to the TRUE POINT OF BEGINNING.

Label q: APN 217-01-009Y

Those portions of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the north south midsection line a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the North line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 20.00 feet;

Thence South 00 degrees 07 minutes 11 seconds West parallel with north south midsection line of said Section 12 a distance of 213.42 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 57 minutes 13 seconds East a distance of 320.27 feet;

Thence South 00 degrees 06 minutes 35 seconds West a distance of 426.80 feet to a point on the North line of the South 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West parallel with the South line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 320.35 feet to a point on the east line of the west 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12,

Thence North 00 degrees 07 minutes 11 seconds East parallel with north south midsection line of said Section 12 a distance of 426.80 feet to the TRUE POINT OF BEGINNING.

Label r: APN 217-01-009Z

Those portions of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and

Exhibit E
Parcel Legal Descriptions (cont'd)

Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the north quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the north south midsection line a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the north line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 13 seconds East a distance of 320.30 feet to a point of West line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 06 minutes 35 seconds West along the East line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 426.81 feet to a point on the North line of the South 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West parallel with the South line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 320.30 feet;

Thence North 00 degrees 06 minutes 35 seconds East a distance of 426.80 feet to the TRUE POINT OF BEGINNING.

Label s: APN 217-01-029

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label t: APN 217-01-030

The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label u: APN 217-01-101

The Southwest quarter of the Southeast quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPT that portion conveyed to City of Scottsdale recorded in Document No. 2002-0039381, records of Maricopa County, Arizona, described as follows:

That part of the Southwest quarter of the Southeast quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 1;

THENCE North 89 degrees 46 minutes 27 seconds East, along the North line of the Southwest quarter of said Southeast quarter to the Northeast corner of the Southwest quarter of said Southeast quarter, 1321.18 feet;

Exhibit E
Parcel Legal Descriptions (cont'd)

THENCE departing said North line, South 00 degrees 04 minutes 38 seconds East, along the East line of the Southwest quarter of said Southeast quarter to the South line of said Southwest quarter of the Southeast quarter, 131 9.55 feet;

THENCE departing said East line, South 89 degrees 46 minutes 11 seconds West, along said South line of the Southwest quarter of the Southeast quarter, 225.00 feet to the beginning of a non-tangent curve concave to the Southwest, the center of which lies South 80 degrees 30 minutes 39 seconds West, 1437.25 feet;

THENCE Northwesterly, along said curve, 1697.07 feet through a central angle of 67 degrees 40 minutes 43 seconds to a point on the West line of the Southwest quarter of said Southeast quarter;

THENCE departing said curve, North 00 degrees 05 minutes 36 seconds West, along said West line, 150.00 feet to the POINT OF BEGINNING.

Label v: APN 217-01-102

That part of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that part BEGINNING at the Northwest corner of the East half of the Northeast quarter of the Southeast of the Southwest quarter of said Section 1;

THENCE North 89 degrees 46 minutes 20 seconds East along the North line of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter to the Northeast corner of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 330.62 feet;

THENCE departing said North line South 00 degrees 05 minutes 36 seconds East along the East line of said East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 150 feet;

THENCE departing said East line North 83 degrees 45 minutes 18 seconds West to the West line of said East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 332.65 feet;

THENCE North 00 degrees 04 minutes 59 seconds West along said West line, a distance of 112.50 feet to the POINT OF BEGINNING.

Label w: APN 217-01-107

Those portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

THENCE South 89 degrees 57 minutes 18 seconds West along the South line of the Southeast quarter

Exhibit E
Parcel Legal Descriptions (cont'd)

of the Northwest quarter of the Northeast quarter of said Section 12 a distance of 379.65 feet to a point of curvature whose center bears South 89 degrees 57 minutes 18 seconds West a radius of 46.00 feet;

THENCE along the arc of said curve through a central angle of 052 degrees 32 minutes 24 seconds to the left an arc distance of 42.18 feet, a tangent distance of 22.70 feet, a chord distance of 40.72 feet, and a chord bearing of North 26 degrees 18 minutes 54 seconds West to a point of reverse curvature whose center bears North 37 degrees 24 minutes 54 seconds East a radius of 20.00 feet;

THENCE along the arc of said curve though a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of North 26 degrees 14 minutes 16 seconds West;

THENCE North 00 degrees 06 minutes 35 seconds East a distance of 241.00 feet to a point of curvature whose center bears South 89 degrees 53 minutes 25 seconds East a radius of 20.00 feet;

THENCE along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of North 26 degrees 27 minutes 26 seconds East to a point of reverse curvature whose center bears North 37 degrees 11 minutes 44 seconds West a radius of 46.00 feet;

THENCE along the arc of said curve through a central angle of 041 degrees 09 minutes 27 seconds to the left an arc distance of 33.04 feet, a tangent distance of 17.27 feet, a chord distance of 32.34 feet, and a chord bearing of North 32 degrees 13 minutes 33 seconds East;

THENCE North 89 degrees 57 minutes 18 seconds East a distance of 380.52 feet;

THENCE South 00 degrees 05 minutes 59 seconds West a distance of 336.68 feet to the TRUE POINT OF BEGINNING.

Label x: APN 217-01-108

Those portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

THENCE South 00 degrees 05 minutes 59 seconds West a distance of 323.57 feet;

THENCE South 89 degrees 57 minutes 18 seconds West a distance of 380.52 feet to a point of curvature whose center bears North 78 degrees 21 minutes 11 seconds West a radius of 46.00 feet;

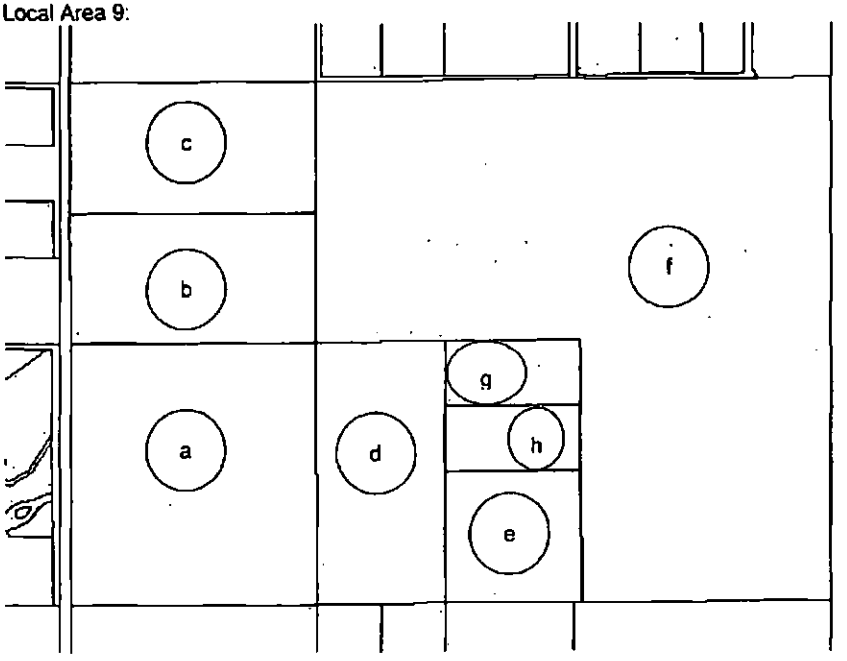
THENCE along the arc of said curve through a central angle of 127 degrees 18 minutes 32 seconds to the left an arc distance of 102.21 feet, a tangent distance of 92.89 feet, a chord distance of 82.44 feet, and a chord bearing of North 52 degrees 00 minutes 26 seconds West;

THENCE North 00 degrees 06 minutes 35 seconds East a distance of 272.76 feet;

THENCE North 89 degrees 57 minutes 13 seconds East a distance of 445.53 feet to the TRUE POINT OF BEGINNING.

Exhibit E
Parcel Legal Descriptions (cont'd)

Local Area 9:



Label a: APN 217-01-004 C

The Northwest quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label b: APN 217-01-007 F

The South half of the Southwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label c: APN 217-01-007 G

The North half of the Southwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label d: APN 217-01-009 E

The West half of the Northeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Agreement No. 2010-168-COS

Exhibit E
Parcel Legal Descriptions (cont'd)

Label e: APN 217-01-009 G

The Southeast quarter of the Northeast quarter of the Southwest quarter; and the South half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label f: APN 217-01-009 H

The Southeast quarter of the Northwest quarter, and the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label g: APN 217-01-009 M

The North half of the Northeast quarter of the Northeast quarter of the Southwest quarter; and the North half of the North half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label h: APN 217-01-009 N

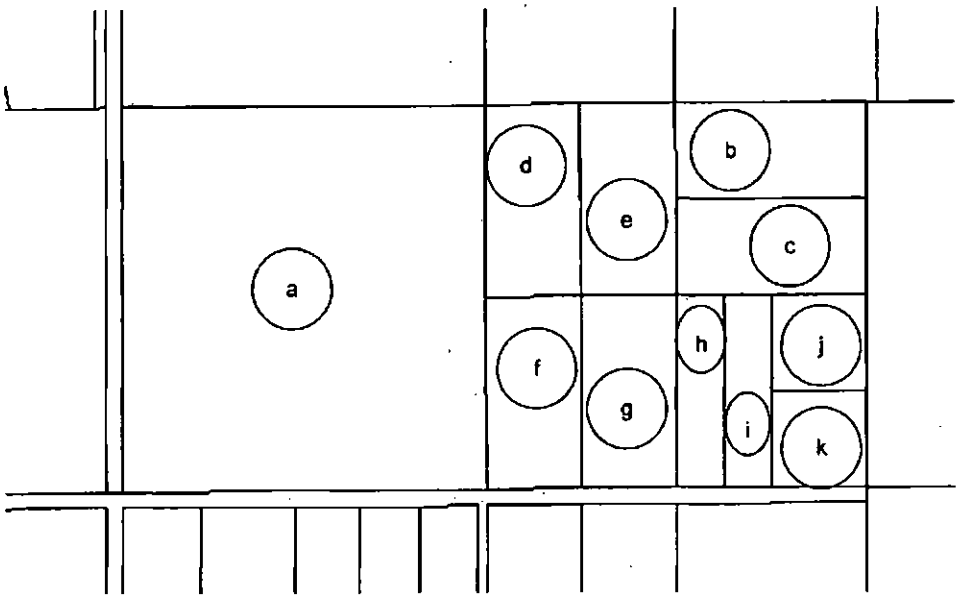
The South half of the Northeast quarter of the Northeast quarter of the Southwest quarter; and the South half of the North half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Order: CTA1109940 Doc: MP:2010 01110859 Page 28 of 28 Created By: d.galdamez Printed: 12/21/2011 12:42:09 PM EST

Agreement No. 2010-168-COS

Exhibit E
Parcel Legal Descriptions (cont'd)

Local Area 10:



Label a: APN 217-01-004 D

The Southwest quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; Except the west 55 feet thereof.

Label b: APN 217-01-005 C

The North half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label c: APN 217-01-005 D

The South half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label d: APN 217-01-005 E

The West half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Order: CTA1109940 Doc: MP:2010 01110859 Page 27 of 28 Created By: d.galdamez Printed: 12/21/2011 12:42:10 PM EST

Agreement No. 2010-168-COS

Exhibit E
Parcel Legal Descriptions (cont'd)

Label e: APN 217-01-005 F

The East half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label f: APN 217-01-005 H

The West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label g: APN 217-01-005 J

The East half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label h: APN 217-01-005 K

The West half of the West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label i: APN 217-01-005 L

The East half of the West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label j: APN 217-01-005 M

The North half of the East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Label k: APN 217-01-005 N

The South half of the East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Order: CTA1109940 Doc: MP:2010 01110859 Page 28 of 28 Created By: d.galdamez Printed: 12/21/2011 12:42:10 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20091000641 10/29/2009 11:45
ELECTRONIC RECORDING

20817-3-1-1--
chagollaj

WHEN RECORDED, RETURN TO:
(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE: 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as:

Private Drainage Easement (Pvt. D.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16, on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows.

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel.com

Revised October 29, 2008
March 10, 2008
WP# 062654.82
Page 1 of 1
See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 - Lot 27
Proposed Private Drainage Easement (Pvt. D.E.) To Be Released

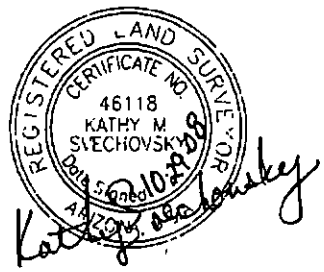
That certain Private Drainage Easement (Pvt. D E.) adjoining the westerly line of and lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records, (M.C.R.) and Affidavit of Amendment recorded in Document No 2007-0603846, M C R , lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona

Containing 0 0180 acres, or 784 square feet of land, more or less.

Subject to existing rights-of-way and easements.

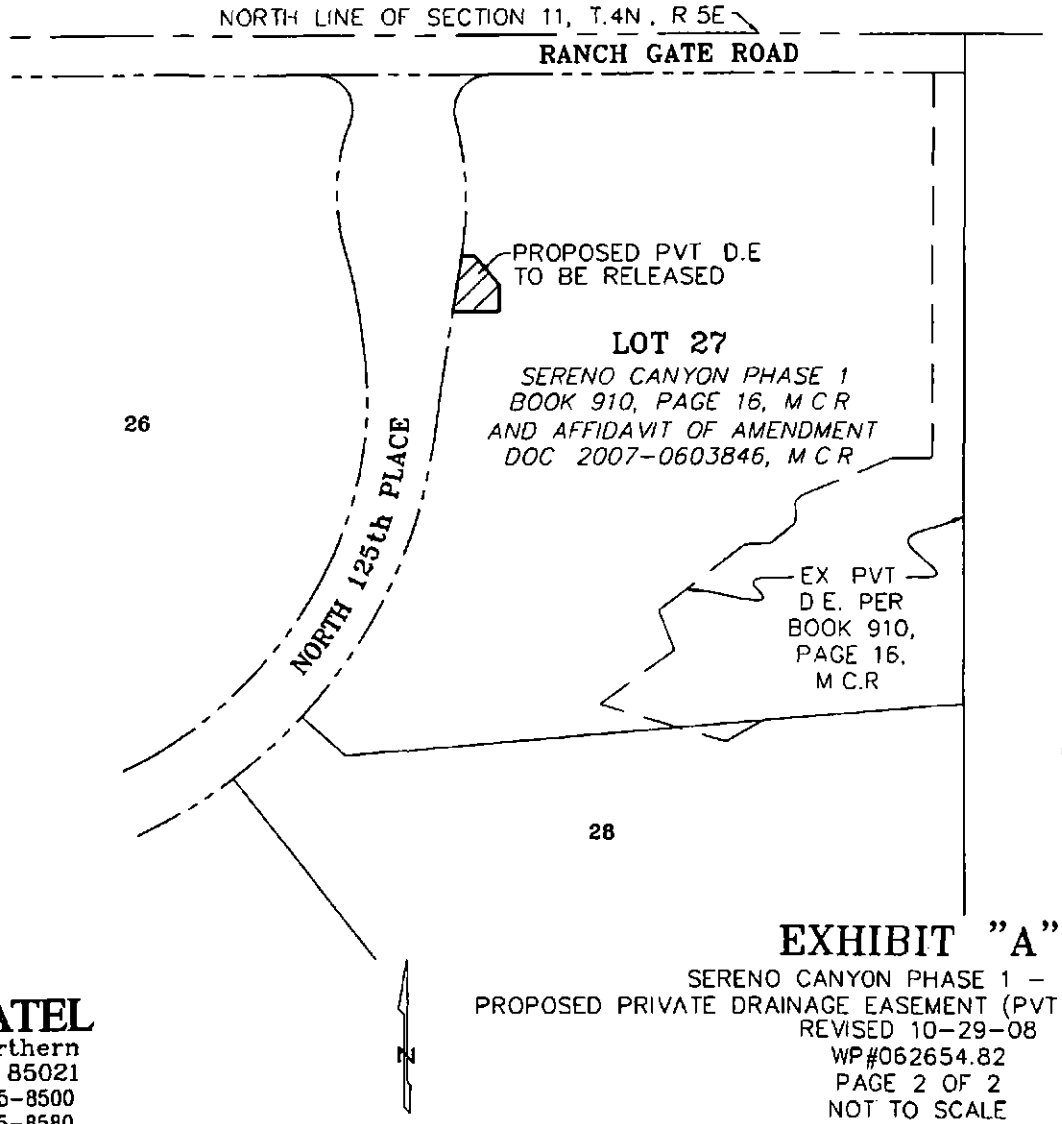
This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

\\ WP\Parcel Descriptions\062654.82 Sereno Canyon Phase 1 - Lot 27 Proposed Private Drainage Easement Abandonment LEGAL 10-29-08.doc



EXPIRES 03-31-10

Order: CTA1109940 Doc: MP:2009 01000641 Page 2 of 2 Created By: d.galdamez Printed: 12/21/2011 12:42:37 PM EST



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46118
KATHY M. SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED PRIVATE DRAINAGE EASEMENT (PVT D.E.) TO BE RELEASED
REVISED 10-29-08
WP#062654.82
PAGE 2 OF 2
NOT TO SCALE
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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20091000645 10/29/2009 11:45
ELECTRONIC RECORDING

20818-3-1-1--
sarabiam

WHEN RECORDED, RETURN TO:
(Dons McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as

Public Utility Easement (P.U.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16, on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows.

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal.

OFFICIAL SEAL
KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20, 2011

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

Revised October 29, 2008
March 10, 2008
WP# 062654.82

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 - Lot 27
Proposed Public Utility Easement (P.U.E.) To Be Released

That portion of that certain Public Utility Easement (P.U E.) lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records, (M.C.R.) and Affidavit of Amendment recorded in Document No. 2007-0603846, M.C R , lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 0 1349 acres, or 5,878 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M C R. and other client provided information This parcel description is located within an area surveyed by Wood. Patel & Associates, Inc. during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

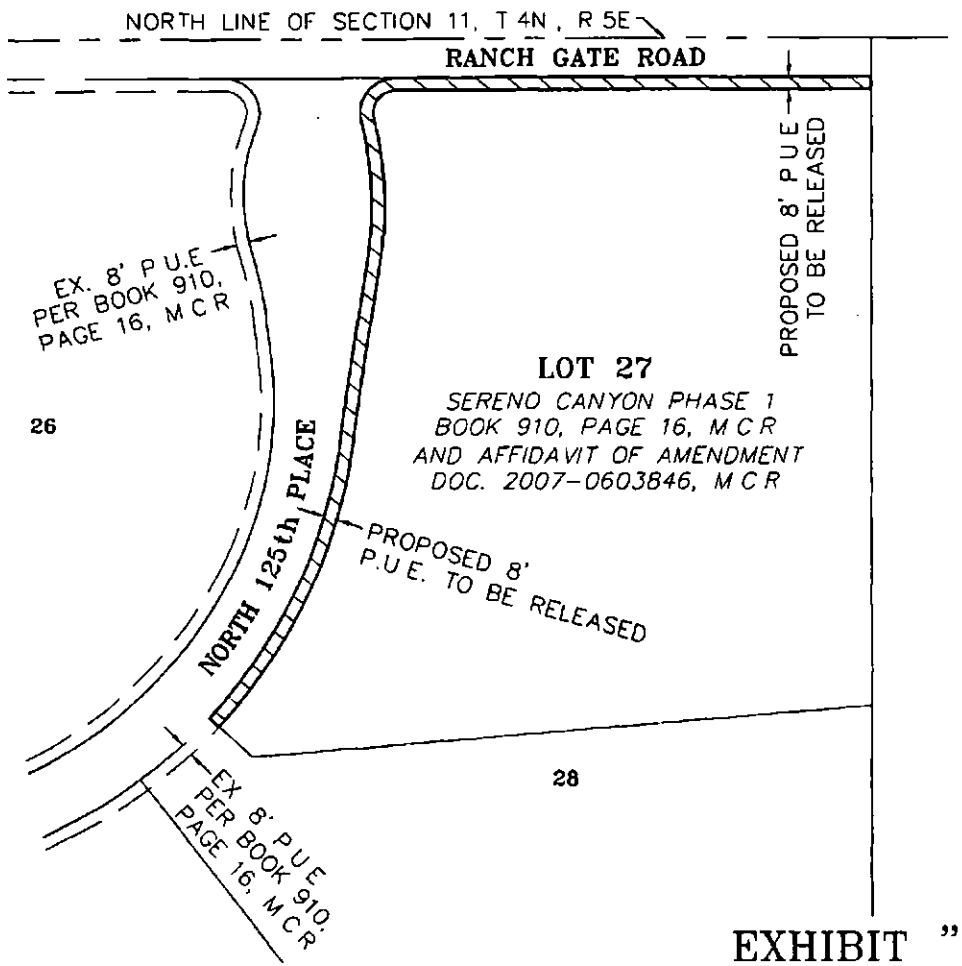
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EXPIRES 03-31-10

Order: CTA1109940 Doc: MP:2009 01000645 Requested By: Created By: d.galdamez Printed: 12/21/2011 12:42:39 PM EST

20091000645



REGISTERED LAND SURVEYOR
CERTIFICATE NO
46118
KATHY M.
SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED PUBLIC UTILITY EASEMENT (P U E) TO BE RELEASED
REVISED 10-29-08
WP#062654 82
PAGE 2 OF 2
NOT TO SCALE
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
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20091000646 10/29/2009 11:46
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20820-3-1-1--
chagollaj

WHEN RECORDED, RETURN TO:
(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE: 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as

Sight Distance Easement (S.D.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16; on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L. Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L. Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal

OFFICIAL SEAL
KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20, 2011

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised October 29, 2008
March 10, 2008
WP # 062654 82

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 – Lot 27
Proposed Sight Distance Easement (S.D.E.) To Be Released

That certain Sight Distance Easement (S.D.E.) lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records (M.C.R.) and Affidavit of Amendment recorded in Document No. 2007-0603846, M.C.R., lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 0.0104 acres, or 452 square feet of land, more or less.

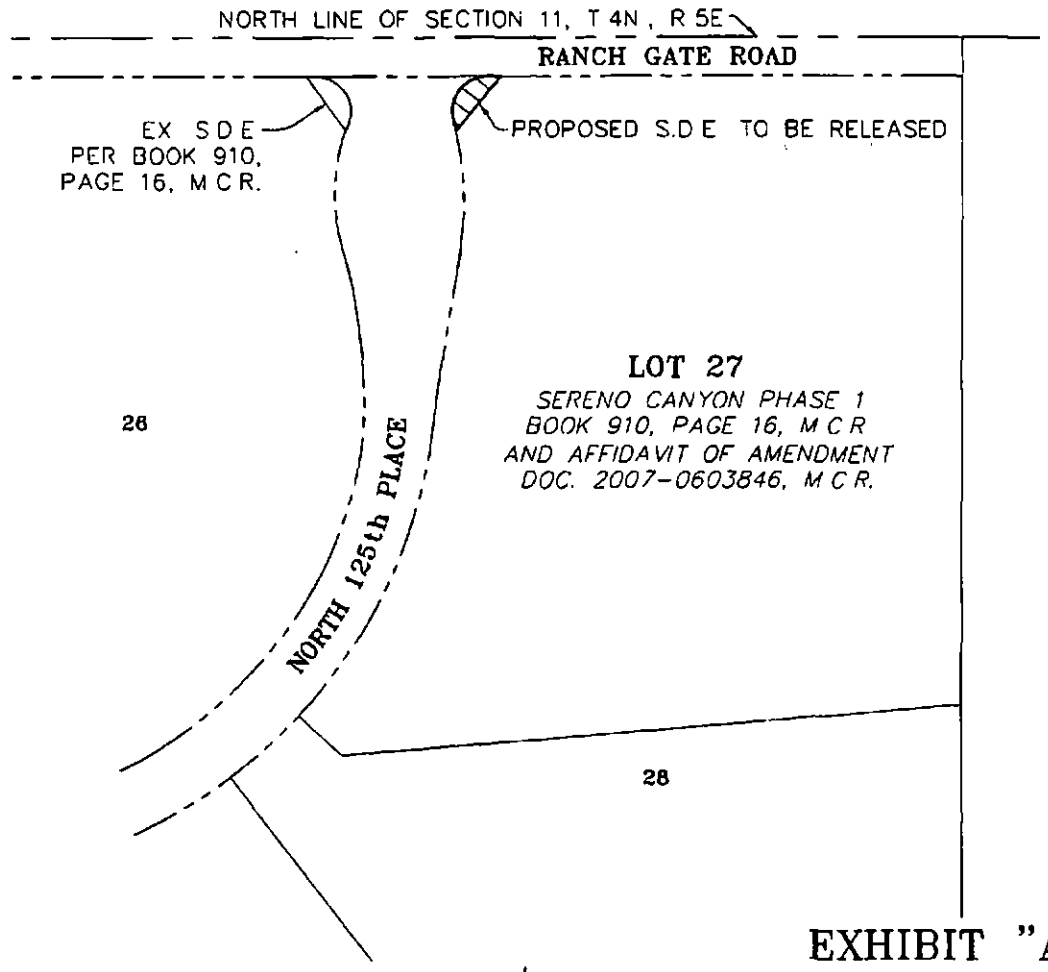
Subject to existing rights-of-way and easements

This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\062654 82 Sereno Canyon Phase 1 - Lot 27 Proposed Sight Distance Easement Abandonment L21R 10-29-08.doc



Order: CTA1109940 Doc: MP:2009 01000646 Page 2 of 2 Created By: d.galdamez Printed: 12/21/2011 12:42:41 PM EST



REGISTERED LAND SURVEYOR
CERTIFICATE NO
46118
KATHY M
SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10

20091000646

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED SIGHT DISTANCE EASEMENT (S D E.) TO BE RELEASED
REVISED 10-29-08
WP#062654 82
PAGE 2 OF 2
NOT TO SCALE
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
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20091000647 10/29/2009 11:46
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Hoyp

WHEN RECORDED, RETURN TO:
(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as:

Wall Easement (W.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16; on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal.

OFFICIAL SEAL
KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20 2011

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised October 29, 2008
March 10, 2008
WP# 062654.82

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 – Lot 27
Proposed Wall Easement (W.E.) To Be Released

Those certain Wall Easements (W.E.)lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records, (M.C.R.) and Affidavit of Amendment recorded in Document No. 2007-0603846, M.C.R., lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 0.0925 acres, or 4029 square feet of land, more or less.

Subject to existing rights-of-way and easements.

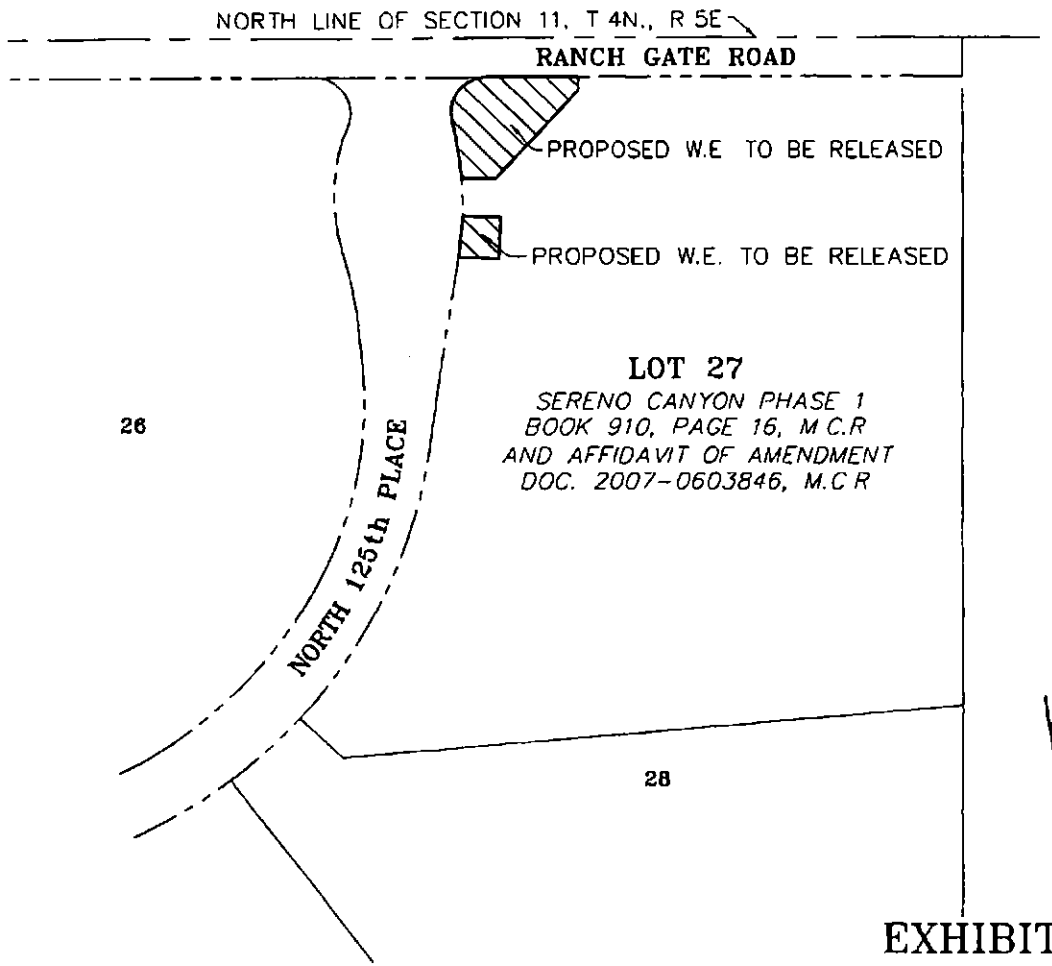
This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

V:\WP\Parcel Descriptions\062654.82 Sereno Canyon Phase 1 - Lot 27 Proposed Wall Easement Abandonment L22R 10-29-08.doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46118
KATHY M.
SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10

Order: CTA1109940 Doc: MP:2009 01000647 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 12:42:43 PM EST



REGISTERED LAND SURVEYOR
CERTIFICATE NO
46118
KATHY M.
SVECHOVSKY
Date Signed 10-29-08
ARIZONA, U.S.A.

EXPIRES 03-31-10

20091000647

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED WALL EASEMENT (W.E.) TO BE RELEASED
REVISED 10-29-08
WP#062654 82
PAGE 2 OF 2
NOT TO SCALE
T:\2006\062654\LEGAL\2654L22-DB\DWG\2654L22R

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON • GOODYEAR

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
217-01-199**	686	$30,572.10	$1,528.61	$32,100.71
217-01-198	179	$7,807.66	$390.38	$8,198.05
217-01-196	48	$2,093.67	$104.68	$2,198.36
217-01-195**	399	$18,053.67	$902.68	$18,956.36
TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

Order: CTA1109940 Doc: MP:2010 00572919 Page 6 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:21 PM EST

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264261 10/28/2004 09:25
ELECTRONIC RECORDING

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

2403259-4-44-6--
Fimbrezr

COMMERCIAL

Escrow No. 2406033-46

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Pinnacle Peak Partners Limited Partnership, an Arizona limited partnership** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantor's right, title and interest in and to the following real property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 26 2004

Pinnacle Peak Partners Limited Partnership, an Arizona limited partnership

By: Combined Resources, Ltd., L.L.P., an Arizona limited liability partnership

Its: General Partner

By: William H. Jury
Its: General Partner

10-GP-2011/16-ZN-2011
3rd: 1/24/2012

State of Arizona }
}ss
County of Maricopa }

On this 26th day of October 2004, before me, the undersigned Notary Public, personally appeared William H. Jury, General Partner of Combined Resources, Ltd., L.L.P., an Arizona limited liability partnership, General Partner of Pinnacle Peak Partners Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

20041264261

Legal Description Exhibit "A"

2406033-2946

Parcel 10, THE GOLDIE BROWN PINNACLE PEAK RANCH, UNIT ONE, according to Book 191 of Maps, page 26, records of Maricopa County, Arizona;

EXCEPT all minerals in all of said land except the South half of the South half as reserved to the United States of America in the Patent recorded in Docket 304, page 447

[illegible] INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264264 10/28/2004 09:25
ELECTRONIC RECORDING

2403259-4-44-10--
Fimbrezr

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

COMMERCIAL

Escrow No. 2403255-46

3/4

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Panorama North I Limited Partnership, an Arizona limited partnership ("Grantor")**, hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantor's right, title and interest in and to the following real property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27th 2004

Panorama North I Limited Partnership, an
Arizona limited partnership

William T. Northey

By: William T. Northey
Its: General Partner

State of Arizona }
}ss
County of Maricopa }

On this 26th day of October 2004, , before me, the undersigned Notary Public, personally appeared William T. Northey, General Partner of Panorama North I Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

20041264264

Legal Description Exhibit "A"

2403255-46

East half of PARCEL NO. 15, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26;

EXCEPT all minerals as reserved in the Patent

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264274 10/28/2004 09:25
ELECTRONIC RECORDING

2403259-4-44-23--
Fimbrezr

CHICAGO TITLE INSURANCE COMPANY

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

Escrow No. 2403262-46
2/2

)MMERCIAL

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Ridgecrest Limited Partnership, an Arizona limited partnership** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantor's right, title and interest in and to the following real property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27 2004

Ridgecrest Limited Partnership, an
Arizona limited partnership

William T. Northey

By: William T. Northey
Its: General Partner

State of Arizona }
}ss
County of Maricopa }

On this 26th day of October 2004, before me, the undersigned Notary Public, personally appeared William T. Northey, General Partner of Ridgecrest Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

NANETTE 'DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

20041264274

Legal Description Exhibit "A"

Escrow No. 2403262-46

West half of Parcel No. 7, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26;

EXCEPT all minerals as reserved in the Patent.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264276 10/28/2004 09:25
ELECTRONIC RECORDING

2403259-3-44-26--
Fimbrezr

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

Escrow No. 2403253-46

2/3

COMMERCIAL

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **McDowell Slope Limited Partnership, an Arizona limited partnership** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantors right, title and interest in and to the following reai property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27th 2004

McDowell Slope Limited Partnership, an
Arizona limited partnership

William T Northey

By: William T. Northey
Its: General Partner

State of Arizona }
}ss
County of Maricopa }

On this 26th day of October 2004, before me, the undersigned Notary Public, personally appeared William T. Northey, General Partner of McDowell Slope Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

LEGAL DESCRIPTION

Escrow No. 2403253 46

Parcel No. 14, GOLDIE BROWN PINACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 Of Maps, Page 26;

EXCEPT the West half of the West half; and

EXCEPT all minerals as reserved in the Patent.

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264279 10/28/2004 09:25
ELECTRONIC RECORDING

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

2403259-5-44-30--
Fimbrezr

Escrow No. 2403261-46

COMMERCIAL

2/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged Milton P. Smith, Trustee of the M.P. Smith Trust dated January 9, 1990 ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantors right, title and interest in and to the following real property in fee simple, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27th 2004

M P Smith Trustee

Milton P. Smith, Trustee of the M.P. Smith
Trust dated January 9, 1990

State of Arizona }
}ss
County of Maricopa }

On this 27th day of October 2004, before me, the undersigned Notary Public, personally appeared Milton P. Smith, Trustee of the M.P. Smith Trust dated January 9, 1990, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

20041264279

Legal Description Exhibit "A"

Escrow No. 2403261

That part of Parcel 6, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, page 26, records of Maricopa County, Arizona, described as follows:

A parcel located in the South half of the Northeast quarter of the Southwest quarter of Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County Arizona.

BEGINNING at a G.L.O. Brass Cap that marks the South quarter section corner;

thence North 0 degrees 00 minutes 55 seconds West, 1,321.65 feet to a 5/8" bar that marks the TRUE POINT OF BEGINNING for this parcel;

thence South 89 degrees 55 minutes 33 seconds West, 454.83 feet to a 5/8"bar;

thence 97.81 feet along a curve to the right of 193.18 foot radius to a 5/8" bar;

thence North 61 degrees 03 minutes 15 seconds West, 119.75 feet to a 5/8" bar;

thence 98.84 feet along a curve to the left of 929.48 foot radius to a 5/8" bar;

thence North 67 degrees 12 minutes 45 seconds West, 66.80 feet to a 5/8" bar;

thence 173.47 feet along a curve to the left of 141.28 foot radius to a 5/8" bar;

thence South 42 degrees 12 minutes 16 seconds West, 57.95 feet to a 5/8" bar;

thence 187.16 feet along a curve to the right of 226.09 foot radius to a 5/8" bar;

thence South 89 degrees 55 minutes 33 seconds West, 149.38 feet to a 5/8" bar that marks the Southwest corner of the parcel;

thence North 0 degrees 00 minutes 33 seconds East, 661.31 feet to a 5/8" bar that marks the Northwest corner of this parcel;

thence South 89 degrees 55 minutes 02 seconds East, 1,319.71 feet to a 5/8" bar that marks the Northeast corner of the parcel;

thence South 0 degrees 00 minutes 55 seconds East, 661.51 feet to the Southeast corner of the parcel and the TRUE POINT OF BEGINNING.

20041264279

In compliance with ARS 33-404
MP Smith Trust Beneficiaries are as follows:

Milton P. Smith
4565 Moonlight Way
Paradise Valley, Az. 85253

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264285 10/28/2004 09:25
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2403259-4-44-37--
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CHICAGO TITLE INSURANCE COMPANY

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

Escrow No. 2403258-46 **COMMERCIAL**
6/6

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **William T. Northey, as his sole and separate property** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantors right, title and interest in and to the following real property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27 2004

William T. Northey

State of Arizona }
}ss
County of Maricopa }

On this 26th day of October 2004, before me, the undersigned Notary Public, personally appeared William T. Northey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

20041264285

Legal Description Exhibit "A"

Escrow No. 2403258-46

EAST HALF OF PARCEL NO. 11, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT all minerals as reserved in the patent

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264290 10/28/2004 09:25
ELECTRONIC RECORDING

CHICAGO TITLE INSURANCE COMPANY

2403259-4-44-43--
Fimbrezr

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

Escrow No. 2403257-46

COMMERCIAL

2/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Horizons II Investment Group Limited Partnership, an Arizona limited partnership** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantors right, title and interest in and to the following real property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27 2004

Horizons II Investment Group Limited Partnership,
An Arizona limited partnership

Thomas H. Nash III

By: Thomas H. Nash, III
Its: General Partner

State of Arizona }
}ss
County of Maricopa }

On this 27th day of October 2004, before me, the undersigned Notary Public, personally appeared Thomas H. Nash, III, General Partner of Horizons II Investment Group Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

Legal Description Exhibit "A"

Escrow No. 243257-46

WEST HALF OF PARCEL NO. 11, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26 RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041270834 10/29/2004 09:02
ELECTRONIC RECORDING

2403254-4-5-2--
Chilcoatg

CHICAGO TITLE INSURANCE COMPANY

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

Escrow No. 2403254-46 **COMMERCIAL**

2/4

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Panorama North II Limited Partnership, an Arizona limited partnership ("Grantor")**, hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantor's right, title and interest in and to the following real property, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way. encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27th 2004

Panorama North II Limited Partnership, an
Arizona limited partnership

William T Northey

By: William T. Northey
Its: General Partner

State of Arizona }
}ss
County of Maricopa }

On this 26th day of October 2004, before me, the undersigned Notary Public, personally appeared William T. Northey, General Partner of Panorama North II Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nanette DeRuiter
Notary Public in and for said
County and State

NANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

20041270834

Legal Description Exhibit "A"

2403254-46

West half of Parcel NO. 15, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona;

EXCEPT all minerals as reserved in the patent

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041270844 10/29/2004 09:02
ELECTRONIC RECORDING

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Fimbrezr

CHICAGO TITLE INSURANCE COMPANY

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

COMMERCIAL

Escrow No. 2403263-46

2/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Horizons Investment Group Limited Partnership, an Arizona limited partnership** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantors right, title and interest in and to the following real property in fee simple, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 27 2004

Horizons Investment Group Limited Partnership,
An Arizona limited partnership

Thomas H Nash III

By: Thomas H. Nash, III
Its: General Partner

State of Arizona }
}ss
County of Maricopa }

On this 27th day of October 2004, before me, the undersigned Notary Public, personally appeared Thomas H. Nash, III, General Partner of Horizons Investment Group Limited Partnership, an Arizona limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State



MANETTE DERUITER
Notary Public – Arizona
Maricopa County
Expires 06/15/07

Legal Description Exhibit "A"

Escrow No. 2403263-46

East half of Parcel 7, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191, Page 26.

Recorded at the Request of:
Chicago Title Insurance Company

When recorded mail to:

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041271221 10/29/2004 09:40
ELECTRONIC RECORDING

2403259-5-2-1--A
Fimbrezr

COMMERCIAL

Escrow: 24403260-46

Special Warranty Deed

Re-Recording

****This Special Warranty Deed is being rerecorded to re-submit the Affidavit of Property Value; and for no other reason.**

Do not remove. Attached and recorded as part of the official document herein.

20041271221

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041264286 10/28/2004 09:25
2403259-4-44-39--
ELECTRONIC RECORDING

When Recorded Mail To:
McDowell Mountain Black Bowl
3600 Thayer Court, Suite 100
Aurora, Illinois 60504

COMMERCIAL

Escrow No. 2403260-46

1/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Denise Ricketts O'Connor, who acquired title as Denise I. Ricketts, as her sole and separate property** ("Grantor"), hereby grants and conveys **McDowell Mountain Back Bowl, LLC, an Illinois limited liability company** ("Grantee"), and its successors and assigns, all of Grantors right, title and interest in and to the following real property in fee simple, situated in Maricopa County, Arizona.

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to current taxes, and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all other matters that a survey or visual inspection would disclose, the Grantor warrants the title against all acts of the Grantor herein and no other.

Dated: October 26 2004

Denise Ricketts O'Connor

State of Massachusetts }
County of Middlesex } }ss

On this 26th day of October 2004, before me, the undersigned Notary Public, personally appeared Denise Ricketts O'Connor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janet Sands

Notary Public in and for said County and State

JANET SANDS
Notary Public
My Commission Expires
March 27, 2009

20041271221

3

Legal Description Exhibit "A"

Escrow No. 2403260-46

Parcel 6, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona;

EXCEPT that part of the South half of the Northeast quarter of the Southwest quarter of Section Eleven, Township Four North, Range Five East of The Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at a G.L.O. Brass Cap that marks the South quarter section corner;

thence North 00 degrees 00 minutes 55 seconds West, 1321.65 feet to a 5/8" bar that marks the TRUE POINT OF BEGINNING for this parcel;

thence South 89 degrees 55 minutes 33 seconds West, 454.83 feet to a 5/8" bar;

thence 97.81 feet along a curve to the right of 193.18 foot radius to a 5/8" bar;

thence North 61 degrees 03 minutes 15 seconds West, 119.75 feet to a 5/8" bar;

thence 98.84 feet along a curve to the left of 929.48 foot radius of a 5/8" bar;

thence North 67 degrees 12 minutes 45 seconds West, 66.80 feet to a 5/8" bar;

thence 173.47 feet along a curve to the left of 141.28 foot radius to a 5/8" bar;

thence South 42 degrees 12 minutes 16 seconds West, 57.95 feet to a 5/8" bar;

thence 187.16 feet along a curve to the right of 226.09 foot radius to a 5/8" bar;

thence South 89 degrees 55 minutes 33 seconds West, 149.38 feet to a 5/8" bar that marks the Southwest corner of the parcel;

thence North 0 degrees 00 minutes 33 seconds East, 661.31 feet to a 5/8" bar that marks the Northwest corner of this parcel;

thence South 89 degrees 55 minutes 02 seconds East, 1319.71 feet to a 5/8" bar that marks the Northeast corner of the parcel;

thence South 0 degrees 00 minutes 55 seconds East, 661.51 feet to the Southeast corner of the parcel and the TRUE POINT OF BEGINNING.

EXCEPT all minerals as reserved in the patent.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071295872 12/10/2007 02:19
ELECTRONIC RECORDING

071355-3-3-1--
floresc

THOMAS TITLE & ESCROW

When Recorded, Return To:

Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
Attn: John H. Mays

1 of 2

071355-AC

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned HHL PROPERTIES LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Grantor"), does hereby grant and convey to MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("Grantee"), that certain real property situated in Maricopa County, Arizona described on Exhibit "A" (the "Property").

The Property is conveyed subject to all taxes and other assessments, reservations in patents, all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters that an inspection or survey would disclose.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated: December 7, 2007

GRANTOR:

HHL PROPERTIES LIMITED
PARTNERSHIP,
a Pennsylvania limited partnership

By: Barbara Katch
Barbara Katch, as trustee of the Herman Lipsitz Family Trust, and as trustee of the Helen V. Nobel Lipsitz Family Trust, General Partners

EXHIBIT "A"

The West half of the Parcel 2, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in Book 191 of Maps at Page 26 thereof, in the office of the County Recorder of Maricopa County, Arizona.

FIDELITY NATIONAL TITLE

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080178391 02/28/2008 04:26
ELECTRONIC RECORDING

22009368-2-4-1--
fraustoj

When Recorded Mail To:

Mr. Richard S. Popper
29068 N. 108th Street
Scottsdale, AZ 85262

Escrow No. 22009368
1/3

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, L.L.C., an Illinois Limited Liability Company

does hereby convey to

Richard S. Popper, a married man as his sole and separate property

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 10, Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona and Affidavit of Amendment, recorded May 24, 2007 in Instrument No. 20070603846, of Official Records.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder as Instrument No.: 2007-448214, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated December 14, 2007 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 27th day of, February 2008

Order: CTA1109940 Doc: MP:2008 00178391 Page 1 of 3 Created By: d.galdamez Printed: 12/21/2011 9:59:23 AM EST

FIDELITY NATIONAL TITLE

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080178392 02/28/2008 04:26
ELECTRONIC RECORDING

22009368-1-4-3--
fraustoj

When Recorded Mail To:

Svitlana Popper
29068 N. 108th Street
Scottsdale, Az 85262

Escrow No. 22009368-LCB

2/3

DISCLAIMER DEED

WITNESSETH THIS DISCLAIMER DEED, made by **Svitlana Popper**, hereinafter called "the undersigned" to **Richard S. Popper**, hereinafter called "the spouse";

WHEREAS:

1. The spouse has acquired title to the following described property situated in Maricopa County, State of Arizona, to wit:

Lot 10, SERENO CANYON PHASE 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona and Affidavit of Amendment, recorded May 24, 2007 in Instrument No. 20070603846, of Official Records.

2. The property above described is the sole and separate property of the spouse having been purchased with separate funds of the spouse.

3. The undersigned has no past or present right, title, interest, claim or lien of any kind or nature whatsoever in, to or against said property.

4. This instrument is executed not for the purpose of making a gift to the spouse, but solely for the purpose of clearly showing of record that the undersigned has and claims no interest in and to said property.

NOW THEREFORE, in consideration of the premises, the undersigned does hereby disclaim, remise, release and quitclaim unto the spouse and to the heirs and assigns of said spouse forever, all right, title, interest, claim and demand which the undersigned might appear to have in and to the above described property.

DATED: February 21, 2008

Svitlana Popper

STATE OF ARIZONA
COUNTY OF Maricopa
This instrument was acknowledged before me this 27th day of February, 2008
by Svitlana Popper

Signature
Notary Public

My Commission Expires: March 30, 2010

JONATHAN M. MELDE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 30, 2010

Order: CTA1109940 Doc: MP:2008 00178392 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 9:59:41 AM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071053356 09/24/2007 03:19
ELECTRONIC RECORDING

22009145-3-2-1--
Garciac

FIDELITY NATIONAL TITLE

When Recorded Mail To:

Mr. and Mrs. Nat Moore
25010 White Creek
San Antonio, TX 78255

Escrow No. 22009145-LCB

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company

does hereby convey to

Nat Moore and Betty Moore, Husband and Wife

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 30, SERENO CANYON PHASE 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder as Instrument No.: 2007-0448214, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated JUNE 7, 2007 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 20th day of, September 2007

Order: CTA1109940 Doc: MP:2007 01053356 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:02:39 AM EST

FIDELITY NATIONAL TITLE

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071159113 10/25/2007 02:55
ELECTRONIC RECORDING

22009148-2-3-1--
Hensleye

When Recorded Mail To:

Sereno 32, LLC
16054 E. Tombstone Avenue
Fountain Hills, AZ 85268

Escrow No. 22009148

1/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company

does hereby convey to

Sereno 32, LLC, an Arizona limited liability company

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 32, of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder as Instrument No.: 2007-448214, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated June 28, 20 07 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 24th day of, October, 2007.

Order: CTA1109940 Doc: MP:2007 01159113 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:03:09 AM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071033364 09/18/2007 01:54
ELECTRONIC RECORDING

22009190-2-2-1--
miramontesa

FIDELITY NATIONAL TITLE

When Recorded Mail To:

Fisher Custom Homes, LLC
7500 E. Pinnacle Peak Road Bldg. G-120
Scottsdale, AZ 85255

Escrow No. 22009190-LCB

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company

does hereby convey to

Thomas E. Fisher, an unmarried man

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 34 of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder as Instrument No.: 2007-0448214, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated July 27, 2007 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 17th day of, September 2007.

Order: CTA1109940 Doc: MP:2007 01033364 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:03:35 AM EST
Public Record

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100783249 09/10/2010 11:03
ELECTRONIC RECORDING

55100613-2-2-1--
sarabiam

SECURITY TITLE AGENCY

LID

Recorded at the request of:
Security Title Agency

When recoded, mail to:
Andrius Birutis and Deborah A Birutis
15093 Normandy Woods
Winfield, IL 60190

1 of 1

Escrow No.: ST55100613-ST55 — Space above this line for Recorder's Use

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

M&I Marshall & Ilsley Bank

does hereby convey to

Andrius A Birutis and Deborah A Birutis, husband and wife

the following real property situated in Maricopa County, Arizona:

Lot 37, SERENO CANYON PHASE 1, according to Book 910 of Maps, page 16 and Affidavit of Amendment recorded in Document No. 2007-0603846, records of Maricopa County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: ~~August 30~~, 2010
September 7

M&I Marshall & Ilsley Bank

By: Gundi Davis

Its: Gundi Davis, Bank Officer

NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED

State of Wisconsin

County of Waukesha

The foregoing document was acknowledged before me this 7 day of September, 2010.

by Gundi Davis the Bank Officer For M&I Marshall & Ilsley Bank.

(Seal)

JOCELYN DECLOUX NOTARY PUBLIC STATE OF WISCONSIN

Jocelyn DeClour
Notary Public 6-23-13

Exhibit A

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071159111 10/25/2007 02:55
ELECTRONIC RECORDING

22009147-2-3-1--
delrossoa

FIDELITY NATIONAL TITLE

When Recorded Mail To:

Sereno 41, LLC
16054 E. Tombstone Avenue
Fountain Hills, AZ 85268

Escrow No. 22009147

1/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company

does hereby convey to

Sereno 41, LLC, an Arizona limited liability company

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 41 of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder as Instrument No.: 2007-448214, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated June 28, 2007 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 24 day of, October, 2007.

Order: CTA1109940 Doc: MP:2007 01159111 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:09:35 AM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070844371 07/25/2007 04:38
ELECTRONIC RECORDING

22009122-2-3-1--
Hoyp

FIDELITY NATIONAL TITLE

When Recorded Mail To:

Corn Investments, L.L.C.
11638 E. Four Peaks Road
Scottsdale, AZ 85262

Escrow No. 22009122-LCB

1/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company

does hereby convey to

Corn Investments, L.L.C., an Arizona Limited Liability Company

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 42 of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder as Instrument No.: 2007-0448214, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated June 8, 2007 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 24th day of July, 2007.

Order: CTA1109940 Doc: MP:2007 00844371 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:10:01 AM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20071120955 10/15/2007 11:18
ELECTRONIC RECORDING

22009162-2-3-1--
acunar

FIDELITY NATIONAL TITLE

When Recorded Mail To:

Outcrop Court, L.L.C.
10670 E. Running Deer Trail
Scottsdale, AZ 85262

Escrow No. 22009162-LCB

1/2

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company

does hereby convey to

Outcrop Court, L.L.C., an Arizona limited liability company

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 43 of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, _____, 2007, with the Maricopa County Recorder as Instrument No.: 2007-448214 _____, which instrument, together with any and all amendments and supplements thereto, impose upon the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated July 15, _____, 20 07 (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 4 day of September, 2007.

Order: CTA1109940 Doc: MP:2007 01120955 Page: 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:11:10 AM EST

Recorded at the request of:
Outcrop Court LLC
When recorded, mail to:
Outcrop Court LLC
4815 East Carefree Highway 108-215
Cave Creek, AZ 85331

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0352428 04/22/08 10:27 AM
1 OF 1
GARCIAC

QUIT CLAIM DEED

I, **CLARISSA RITA BURT** (the "Grantor") does hereby quitclaim to **OUTCROP COURT, LLC, an Arizona Limited Liability Company, dealing with its sole and separate property** (the "Grantee"), all of the right title and interest in and to the real property situated in Maricopa County, Arizona and more particularly described below:

Lot 43, of SERENO CANYON PHASE I, according to the plat of record in the office of the County Recorder, recorded in Book 910 of Maps, page 16, records of Maricopa County, Arizona.

REG # DM07-053146

TOGETHER with all appurtenances and all estate and rights of the Grantors in and to the aforementioned property.

EXEMPT under ARS 11-1134 B 3

Dated: April 19, 2008

GRANTOR:

By: _____
Clarissa Rita Burt

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 19th day of April, 2008 by **Clarissa Rita Burt** personally known to me – or - roved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

NEIL BULGER
Notary Public, State of Arizona
Maricopa County
My Commission Expires
June 14, 2011

_____
Notary Public
My Commission Expires: 14 JUNE 2011

Order: CTA11:09940 Doc: MP:2008 00352428 Page 1 of 1 Created By: d.galdamez Printed: 12/21/2011 10:11:24 AM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080975199 11/13/2008 11:14
ELECTRONIC RECORDING

2209192A-4-1-1--
sarabiam

When recorded mail to:
PATOCA, LLC
7500 E. Pinnacle Peak Rd., Bldg. G
Scottsdale, AZ 85255

2209192A

This space reserved for recording information

CAPTION HEADING: Special Warranty Deed

This Special Warranty Deed is being re-recorded for the sole purpose of correcting the spelling of Grantees name.

20080975199

FIDELITY NATIONAL TITLE

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080781532 09/09/2008 03:57
ELECTRONIC RECORDING

22009192-2-2-1--
jessicac

When Recorded Mail To:

PATCO, LLC
7500 E. Pinnacle Peak Rd. Bldg. G
Scottsdale, AZ 85255

Escrow No:FT22009192 - 22

1/1

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

McDowell Mountain Back Bowl, L.L.C., an Illinois Limited Liability Company

does hereby convey to
PATOCA, LLC
PATCO/LLC, an Arizona limited liability company

the following described real property situated in the County of Maricopa, State of Arizona:

Lot 44, Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona and Affidavit of Amendment, recorded May 24, 2007 in Instrument No. 20070603846, of Official Records.

SUBJECT TO current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions [illegible] of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all its acts and none other, subject to the matters above set forth.

This LOT conveyed pursuant to this Special Warranty Deed is subject to (in addition to the matters set forth above) (a) that certain Declaration of Covenants, Conditions, and Restrictions for Sereno Canyon recorded April 17, 2007, with the Maricopa County Recorder at Instrument No. 2007-448214, which instrument, together with any and all amendments and supplements thereto, [illegible] the property hereby conveyed and other property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes and other provisions running with the land and binding title to the Lot and all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument and (b) that certain Transfer Fee Agreement dated July 27, 2007, (the "Transfer Fee Agreement") between Grantor and Grantee providing for the payment of a transfer fee to Grantor or its designee if the Lot is sold or otherwise transferred prior to expiration of the Transfer Period. The "Transfer Period" shall mean the period of time commencing upon execution of this Special Warranty Deed by Grantor and expiring on the second anniversary of such execution. Upon expiration of the Transfer Period, the Transfer Fee Agreement shall automatically terminate and be of no further force or effect, and no further agreement or instrument shall be required for such termination. If the Lot is sold or otherwise transferred prior to expiration of the Transfer Period and the applicable transfer fee is paid pursuant to the Transfer Fee Agreement, Grantor will execute a release of the Transfer Fee Agreement upon Grantee's request.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 8th day of, September, 2008

Order: CTA1109940 Doc: MP:2008 00975199 Page 1 of 3 Created By: d.galdamez Printed: 12/21/2011 10:12:11 AM EST
Public Record

CHICAGO TITLE INSURANCE COMPANY

Title No.: CTA1109940

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

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

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

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

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

BY _____ President

ATTEST _____ Secretary

Countersigned

FDAZ0243.rdw

ALTA Commitment - 2006

10-GP-2011/16-ZN-2011
3rd: 1/24/2012

CHICAGO TITLE INSURANCE COMPANY

2555 E. Camelback Rd., # 500
Phoenix, AZ 85016

SCHEDULE A

Title Officer: Sonja Liechty
Escrow Officer: Builder Services
Escrow No.: CTA1109940-CTA2955

1. Effective date: December 6, 2011 at 07:30 AM

2. Policy or Policies to be issued: Amount

   (a) Owner's Policy (ALTA Owner's Policy (06/17/2006))
   Proposed Insured:
   City of Scottsdale

3. The estate or interest in the land described or referred to in this Commitment is:
   A Fee

4. Title to the estate or interest in the land is at the Effective Date vested in:
   Richard S. Popper, a married man as his sole and separate property (as to Lot 10 Parcel 1)
   Nat Moore and Betty Moore, husband and wife (as to Lot 30 Parcel 1)
   Sereno 32, LLC, an Arizona Limited Liability Company (as to Lot 32 Parcel 1)
   Thomas E. Fisher, an unmarried man (as to Lot 34 Parcel 1)
   Andrius Birutis and Deborah A. Birutis, husband and wife (as to Lot 37 Parcel 1)
   Sereno 41, LLC, an Arizona Limited Liability Company (as to Lot 41 Parcel 1)
   Corn Investments, LLC, an Arizona Limited Liability Company (as to Lot 42 Parcel 1)
   Outcrop Court, LLC, an Arizona Limited Liability Company (as to Lot 43 Parcel 1)
   PATOCA, LLC, an Arizona Limited Liability Company (as to Lot 44 Parcel 1) and

   McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation (as to the remainder)

5. The land referred to in the Commitment is described as follows:
   SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lots 1 through 26, inclusive and Lots 28 through 46, inclusive, FINAL PLAT FOR SERENO CANYON PHASE 1, according of Book 910 of Maps, page 16, and Certificate of Correction recorded in Recording No. 2007-413301, and Affidavit of Amendment recorded in Recording No. 2007-603846, records of Maricopa County, Arizona

Parcel 1A:

Lot 27, of Lot 27 of SERENO CANYON PHASE 1, according to Book 1042 of Maps, page 27, records of Maricopa County, Arizona.

Parcel 2:

Lots 1 through 28 inclusive, FINAL PLAT FOR SERENCO CANYON PHASE 2, according to Book 974 of Maps, page 40, records of Maricopa County, Arizona

Parcel 3:

Lots 1 through 22 inclusive, FINAL PLAT FOR SERENO CANYON PHASE 3, according to Book 974 of Maps, page 41, records of Maricopa County, Arizona.

Parcel 4:

The west half of Parcel 2, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to Book 191 of Maps, page 26, records of Maricopa County, Arizona

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION I

REQUIREMENTS

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

5. Payment of taxes for the first half of the year 2011 plus interest and penalties, if any. (APN: 217-01-119)

6. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

   NOTE: No contact information can be found of record for the association pursuant to ARS 33-1807(J).

7. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

8. Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

   Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

   Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Chicago Title Insurance Company.

9. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

SCHEDULE B - SECTION I

(Continued)

12. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.

13. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. Furnish for recordation a full release/reconveyance of deed of trust:

Amount:	$643,950.00
Dated:	February 21, 2008
Trustor/Grantor:	Richard S. Popper, a married man
Trustee:	Johnson Bank
Beneficiary:	Johnson Bank
Loan No.	
Recording Date:	February 28, 2008
Recording No:	2008-178393

15. Furnish for recordation a full release/reconveyance of deed of trust:

Amount:	$500,000.00
Dated:	July 16, 2007
Trustor/Grantor:	Corn Investments, LLC, an Arizona Limited Liability Company
Trustee:	Lagacy Bank
Beneficiary:	Lagacy Bank
Loan No.	
Recording Date:	July 25, 2007
Recording No:	2007-844372

SCHEDULE B - SECTION I

(Continued)

An assignment of the beneficial interest under said deed of trust which names:

Assignee:	Enterprises Bank & Trust
Loan No.:	
Recording Date:	June 24, 2011
Recording No:	2011-528002

16. Furnish for recordation a release of Notice of Lien by Department of Child Support Sevices, San Jose, California VS Nathan Moore in the Amount of $311.00, recorded 07/02/2007 in Recording No. 2007-757352.

17. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Tidewater Finance Company
Defendant:	Nathan Moore
Principal Amount:	$12,210.00
Recording Date:	June 17, 2009
Recording No:	2009-553180

18. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	American Family Mutual Insurance Company
Defendant:	Nathan Thomas Moore
Principal Amount:	$30,910.37
Recording Date:	July 14, 2011
Recording No:	2011-585356

19. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Midland Funding LLC
Defendant:	Betty A. Moore
Principal Amount:	$2,639.46
Recording Date:	April 21, 2008
Recording No:	2008-349770

20. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Capital One Bank
Defendant:	Betty A. Moore
Principal Amount:	$2,276.93
Recording Date:	June 30, 2008
Recording No:	2008-576718

21. Furnish for recordation a release or certificate of discharge of the federal tax lien(s) shown below:

Federal Serial No.:	725542610
Taxpayer:	Elizabeth Moore
Amount:	$37,158.83
Recording Date:	December 6, 2010
Recording No:	2010-1059588

SCHEDULE B - SECTION I

(Continued)

22. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Midland Funding LLC
Defendant:	Abby Fisher and Thomas Fisher, her husband
Principal Amount:	$1,526.72
Recording Date:	August 12, 2009
Recording No:	2009-746927

23. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Sereno 32, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

24. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Senero 41, LLC an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

25. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Corn Investments, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

26. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Outcrop, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

27. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: PATOCA, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

28. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed
Grantor(s): Richard S. Popper, a married man as his sole and separate property (as to Lot 10 Parcel 1)
Nat Moore and Betty Moore, husband and wife (as to Lot 30 Parcel 1)
Sereno 32, LLC, an Arizona Limited Liability Company (as to Lot 32 Parcel 1)
Thomas E. Fisher, an unmarried man (as to Lot 34 Parcel 1)
Andrius Birutis and Deborah A. Birutis, husband and wife (as to Lot 37 Parcel 1)
Sereno 41, LLC, an Arizona Limited Liability Company (as to Lot 41 Parcel 1)
Corn Investments, LLC, an Arizona Limited Liability Company (as to Lot 42 Parcel 1)
Outcrop Court, LLC, an Arizona Limited Liability Company (as to Lot 43 Parcel 1)
PATOCA, LLC, an Arizona Limited Liability Company (as to Lot 44 Parcel 1) and

McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation (as to the remainder)

Grantee(s): City of Scottsdale, an Arizona municipal corporation

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

29. Tax Note:

Year:	20113
Tax Parcel No:	217-01-011A and 217-01-110 to 155; 161 to 188; 195 to 216.
(See Tax Sheets attached.)	

END OF SCHEDULE B - SECTION I

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

3. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2011 Taxes, except APN: 217-01-136, 139, 141, 146, 150 and 152.

4. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.

5. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.

7. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Goldie Brown Pinnacle Peak Ranch Unit One recorded in Book 191 of Maps, Page 26.

8. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording No.: Docket 12325, Page 538

9. Resolution FCD 2001R009 in favor of Rio Verde

For:	Rio Verde Area Drainage and Floodplain Management
Recording Date:	August 30, 2001
Recording No.:	2001-0801097

10. Matters contained in that certain document

Entitled:	Development Agreement
Recording Date:	April 11, 2006
Recording No:	2006-0483131

    Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272035

SCHEDULE B - SECTION II

(Continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272191

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272195

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Public Trail
Recording Date:	March 6, 2007
Recording No:	2007-0272197

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Sight Distance
Recording Date:	March 6, 2007
Recording No:	2007-0272198

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Drainage or Flood Control
Recording Date:	March 6, 2007
Recording No:	2007-0272199

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Drainage or Flood Control
Recording Date:	March 6, 2007
Recording No:	2007-0272204

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Drainage or Flood Control
Recording Date:	March 6, 2007
Recording No:	2007-0272205

19. Matters contained in that certain document

Entitled:	Wall and Landscape Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280468

Reference is hereby made to said document for full particulars.

SCHEDULE B - SECTION II

(Continued)

20. Matters contained in that certain document

Entitled:	Private Drainage Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280519

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document

Entitled:	Private Drainage Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280520

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled:	Private Drainage Easement Declaration
Recording Date:	March 8, 2007
Recording No:	2007-0280524

Reference is hereby made to said document for full particulars.

23. Matters contained in that certain document

Entitled:	Temporary Access Easement Declaration
Recording Date:	March 12, 2007
Recording No:	2007-0290982

Reference is hereby made to said document for full particulars.

24. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Sereno Canyon Phase I, recorded in Book 910 of Maps, Page 16, thereafter Certificate of Correction recorded in Recording No. 2007-0413301 and Affidavit of Amendment recorded in Recording No. 2007-0603846.;

Thereafter City of Scottsdale Release of Easement Subdivision or Map of Dedication Affecting Lot 27 of said plat, recorded in Recording No. 2009-1000641; Recording No. 2009-1000645; Recording No. 2009-1000646 and in Recording No. 2009-1000647.

25. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No.: 2007-0448214 and
Declaration of Annexation for Sereno Canyon Phase 2 recorded in Recording No. 2008-181258 and
Declaration of Annexation for Sereno Canyon Phase 3 recorded in Recording No. 2008-181259.

SCHEDULE B - SECTION II

(Continued)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Sereno Canyon Homeowners Association

26. Matters contained in that certain document

Entitled:	Easement Agreement
Recording Date:	April 23, 2007
Recording No:	2007-0470890

Reference is hereby made to said document for full particulars.

27. Matters contained in that certain document

Entitled:	Easement Agreement
Recording Date:	April 23, 2007
Recording No:	2007-0470892

Reference is hereby made to said document for full particulars.

28. Matters contained in that certain document

Entitled:	Easement Agreement
Recording Date:	April 23, 2007
Recording No:	2007-0470894

Reference is hereby made to said document for full particulars.

29. Matters contained in that certain document

Entitled:	Easement Agreement
Recording Date:	April 23, 2007
Recording No:	2007-0470896

Reference is hereby made to said document for full particulars.

30. Matters contained in that certain document

Entitled:	Easement Agreement
Recording Date:	June 1, 2007
Recording No:	2007-0639965 and Termination of Easement Agreement recorded in Recording No. 2007-1295873.

Reference is hereby made to said document for full particulars.

31. A resolution in favor of City of Scottsdale

For:	Abandoning a portion of public right of way
Recording Date:	July 9, 2007
Recording No.:	2007-0780189

32. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Lot 27 of Sereno Canyon Phase I, recorded in Book 1042, Page 27.

SCHEDULE B - SECTION II

(Continued)

33. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 910 of Maps, page 16.

34. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 974 of Maps, page 40.

35. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 974 of Maps, page 41.

36. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	roadway and right of way for utilities
Recording Date:	February 15, 1977
Recording No:	Docket 12076, page 648

37. Memorandum relating to Abandonment of Street contained in Recording No. 2004-1264259, 2004-1264265, 2004-1264268, 2004-1264277 and 2004-1270836.

38. Matters contained in that certain document

Entitled:	Facility Payback Agreement for Sewer System Improvements in the Sereno Canyon Service Area
Dated:	12/14/2010
Executed by:	The City of Scottsdale and McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation
Recording Date:	December 21, 2010
Recording No:	2010-1110660 and 2010-1110859.

Reference is hereby made to said document for full particulars.

39. Matters contained in that certain document

Entitled:	Sereno Canyon Water and Sewer Credit Agreement
Dated:	12/14/2010
Executed by:	The City of Scottsdale and McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation
Recording Date:	December 21, 2010
Recording No:	2010-1110685

Reference is hereby made to said document for full particulars.

40. City of Scottsdale Release of Easement Subdivision or Map of Dedication recorded in Recording No. 2009-1000641, 2009-1000645, 2009-1000646, 2009-1000647 (Lot 27 of Book 910 of Maps, page 16)

41. Matters contained in that certain document

Entitled:	Developer Water Line Payback Agreement
Recording Date:	July 7, 2010
Recording No:	2010-572914

Reference is hereby made to said document for full particulars.

SCHEDULE B - SECTION II

(Continued)

42. Matters contained in that certain document

Entitled: Notice of Reimbursement for Water Line Extensions
recorded in Recording No. 2010-572911, 2010-572913, 2010-572915, 2010-572916, 2010-572918, and 2010-572919

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B - SECTION II

CHICAGO TITLE INSURANCE COMPANY

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

ATTACHMENT ONE (01-01-08)

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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

ATTACHMENT ONE
(CONTINUED)

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

ATTACHMENT ONE
(CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 5,000.00

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e , 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or	$ 5,000.00

$ 2,500.00
(whichever is less)

ATTACHMENT ONE
(CONTINUED)

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

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01/01/08)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

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

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

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

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

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

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

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572914 07/07/2010 11:06
ELECTRONIC RECORDING

22039-8-1-1--
chagollaj

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Developer Water Line Payback Agreement

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

20100572914

WHEN RECORDED RETURN TO:

Dennis Enriquez
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Agreement No. 7 -DP- 2009-10

DEVELOPER WATER LINE PAYBACK AGREEMENT

This Agreement is entered into this 24th day of June, 2010 between the CITY OF SCOTTSDALE, a municipal corporation ("the City") and GBD 40, LLC, ("the Developer"), (known collectively as "the Parties"), in accordance with the powers set forth in Chapter 49 of the City Code, and the City Charter.

RECITALS

A. The Developer installed water line ("Line") which benefit(s) certain property (ies) ("the Benefited Properties"), located along 125th Street and East Alameda Road, and described in more detail in Appendix A.

B. The Developer wishes to recoup, from the properties with frontage on the line, pro rata shares of the costs from those property owners benefiting by connection to the Line ("the Owners"), and the City is authorized to collect those costs by its Charter and Scottsdale Revised Code Section 49-215.

IN CONSIDERATION of the mutual promises and obligations contained in this Agreement, and for other good and valuable consideration, receipt of which has been acknowledged, the Parties agree as follows.

AGREEMENT

1. Submittals. The Developer will provide the following to the Water Resources Department within 60 calendar days after the date of the letter of acceptance from the City for the Line.

   a. A copy of the letter of acceptance, which will state that the improvements conform to the approved plans and specifications; and

   b. A half sized copy (12" x 18") of the approved as-built construction drawings indicating the actual facilities installed; and

Order: CTA1109940 Doc: MP:2010 00572914 Page 1 of 8 Created By: d.galdamez Printed: 12/21/2011 12:43:07 PM EST

c. Receipts identifying actual design and construction costs, and proof that payment was made by the Developer; and

d. A diagram that shows the Benefited Properties, their frontage lengths, their tax parcel numbers, and a legal description for each of the Benefited Properties.

2. Eligible Costs.

a. The Developer will pay the City an administrative charge of five (5) percent of the cost of Line construction. The administrative charge will not exceed $10,000.00, and will be split equally among the Benefited Properties, based on the cost per linear foot of frontage, and the administrative fee must be paid to the City before this Agreement is executed.

b. Costs eligible for recovery under this Agreement include the actual costs of design and construction of the line utility relocation, as built plans, and City line-related permits and fees/charges plus interest.

c. Appendix B states the base pro rata share of the Costs each Owner must pay (the "Reimbursements"). Simple interest at the rate of one half of one percent (0.50%) per month from the date this Agreement is recorded will be calculated and paid at time of payment by the Owner.

3. Ownership. The City will acquire ownership of the Line and its appurtenances upon completion and acceptance of the work by City.

4. Notification to Affected Owners. Within 5 calendar days after the execution of this Agreement, the City will send notices to all property owners that are subject to reimbursement requirement.

5. Benefit Required. The City will pursue Reimbursements only from property owners that benefit from the Line, i.e., property owners who tie into the Line.

6. No Guarantee. The City will make every effort to collect the Reimbursements. It can impose them when it issues a water meter, a building permit, an encroachment permit land division or assemblage for a Benefited Property, or there is a failure or modification of the existing septic tank system and/or Maricopa County denies a septic tank permit, or as condition of water/sewer service. Developer acknowledges, however, that due to timing, Owners may occasionally avoid the payback as they progress through the development review process if they do so while the line is still under construction or prior to the execution of this Agreement..

7. Collection. The Water Resources Department will establish a separate account for the collection of the payments. It will disburse any sums received from the Owners to the Developer within 90 days after City's receipt of a payment from the Owners.

8. Recordation. The City will record this Agreement and a Notice of Reimbursement Requirement for Water Line Extensions against the Benefited Properties in the office of the Maricopa County Recorder. As Owners reimburse the Developer, the City will record releases against the Benefited Properties that have fully paid the Reimursements.

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9. Term. The City will enforce this Agreement for a maximum period of 30 years for all lines from the date of the City's letter of acceptance for the line. After that time, all rights and obligations under this Agreement will automatically terminate.

10. Assignment.

    a. The benefits and burdens of this Agreement will inure to and be binding upon the successors and assignees of the Developer and Owners of the Benefited Properties.

    b. The benefits and burdens of this Agreement may be assigned, but any assignment will not relieve the assigning party of the duties and obligations under this Agreement. Assignment requires that the Developer first obtain the written approval of the Executive Director of the Water Resources Department.

11. No Partnership. Nothing in this Agreement creates any partnership, joint venture or other arrangement between the Parties, or the City and Owners of the Benefited Properties.

12. No Third Party Beneficiaries. No term or provision of this Agreement will benefit any Owner, person, firm, organization, or corporation not a party to this Agreement, and no entity as described above will have any rights or causes of action.

13. Amendment. *Any amendments to this Agreement must be in writing and signed by the* Parties.

14. Controlling Law. This Agreement will be construed, interpreted, and governed by the laws of the State of Arizona and the Scottsdale Revised Code.

15. Entire Agreement. This Agreement constitutes the entire Agreement between Parties with respect to the matters covered by this Agreement and no representations or understandings, oral or written, made before this Agreement was entered into will vary its terms.

16. Notice. Any notice to be given will be properly made when received by the City Water Resources Department or by Developer, by certified mail, to:

As to the City:	City of Scottsdale Water Resources Executive Director 9388 East San Salvador Drive Scottsdale, Arizona 85258
As to Developer:	Rodolfo DePaola GBD 40, L.L.C. 1722 West McKinley Phoenix, Arizona 85007

17. Attorneys' Fees. In the event that either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to reasonable attorney's fees, costs and expenses from the other.

18. Authority. Each Party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been

Order: CTA1109940 Doc: MP:2010 00572914 Page 4 of 8 Created By: d.galdamez Printed: 12/21/2011 12:43:08 PM EST

properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

THE DEVELOPER

By: _____
Rodolfo DePaola
Authorized Representative

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
Christopher Hassert
Planning and Engineering Director
Water Resources Department

STATE OF ARIZONA)
) ss.
County of Maricopa)

OFFICIAL SEAL
DONNA M. PACE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires 04-30-2011

The foregoing instrument was acknowledged before me this 23 day of June, 2010, by Rodolfo P. DePaola

My commission expires:
4-30-2011

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

OFFICIAL SEAL
CATHY HIDALGO-GARCIA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 14, 2012

The foregoing instrument was acknowledged before me this 24 day of June, 2010, by the City of Scottsdale, an Arizona municipal corporation, by Christopher Hassert.

My commission expires:
October 14 2012

_____
Notary Public

Order: CTA1109940 Doc: MP:2010 00572914 Page 5 of 8 Created By: d.galdamez Printed: 12/21/2011 12:43:08 PM EST

Appendix A

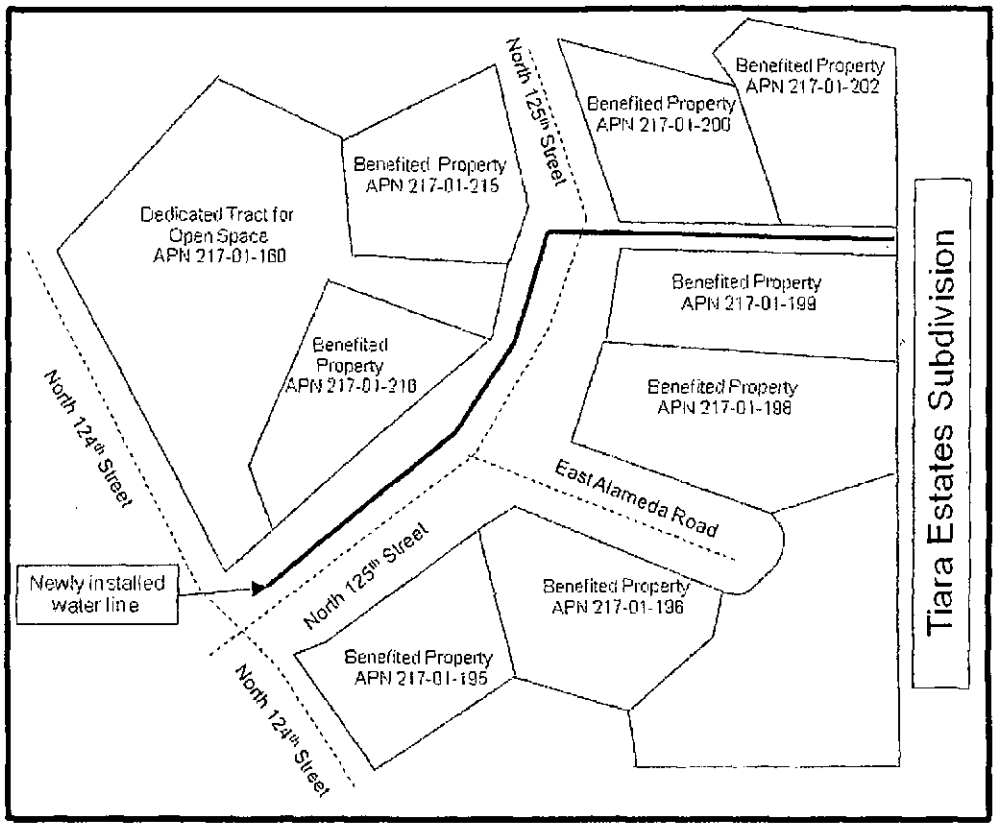
Property Descriptions of Benefitted Properties

Property APN	Property Description
217-01-202	Parcel No. eight (8), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-200	Parcel No. seven (6), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-215	Parcel No. twenty one (21), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No, one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Appendix A (cont'd)

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.

Order: CTA1109940 Doc: MP:2010 00572914 Page 6 of 8 Created By: d.galdamez Printed: 12/21/2011 12:43:08 PM EST



Order: CTA1109940 Doc: MP:2010 00572914 Page 6 of 8 Created By: d.galdamez Printed: 12/21/2011 12:43:09 PM EST

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
217-01-199**	686	$30,572.10	$1,528.61	$32,100.71
217-01-198	179	$7,807.66	$390.38	$8,198.05
217-01-196	48	$2,093.67	$104.68	$2,198.36
217-01-195**	399	$18,053.67	$902.68	$18,956.36
TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572911 07/07/2010 11:06
ELECTRONIC RECORDING

22041-7-1-1--
sarabiam

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Notice of Reimbursement for Water Line Extension

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO :
Lila Madden
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Parcel: 217-01-202
Agreement No: _7__ - DP - _2009-10_

NOTICE OF REIMBURSEMENT REQUIREMENT FOR WATER LINE EXTENSIONS

NOTICE IS GIVEN THIS 24th DAY OF May, 2010 by the CITY OF SCOTTSDALE, an Arizona municipal corporation, that sewer lines have been installed by a Developer or the City, abutting the frontage of the Owner's real property. As a result of this installation, if the Owner desires to receive City sewer service, the Owner must reimburse the Developer or the City for the Owner's share of those costs, as stated in this Notice. (This Notice and the costs stated are given in compliance with Scottsdale Revised Code, Sections 49-215 and 49-218. (This Notice is not a lien on real estate. If you do not require City sewer service after the date this Notice is recorded, the City will not seek enforcement of payment.)

REAL PROPERTY BENEFITED:

The real property that is benefited by this sewer line installation is APN 217-01-202 located at 12567 East Desert Vista Drive, Scottsdale, Arizona, 85255, and is more particularly described in Exhibit A, attached and by reference made a part of this Notice. Real property will only be considered to have benefited from the line installation if it actually ties into that line.

CODE REQUIREMENTS:

Scottsdale Revised Code, Sections 49-215 and 49-218 requires real property owners to construct their own local sewer improvements along the frontages of their real property in order to obtain City sewer service. "Frontage" means the entire length of that portion of a parcel of real property that abuts a public street, public easement, or public right-of-way.

INSTALLATION:

For reasons of timing and/or economy, a Developer or the City has already installed any sewer lines that benefit the Owner's real property.

COST CALCULATION:

Exhibit B, attached and by reference made a part of this Notice, states the amount of the Owner's pro rata share for the sewer line installation. This pro rata share is the Owner's cost for the portion of the line that abuts the frontage(s) of the Owner's Property, based on the cost per linear foot of frontage, or such other equitable method of spreading the costs as the

Order: CTA1109940 Doc: MP:2010 00572911 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:43:56 PM EST

circumstances may dictate, as determined in the sole judgment of the City's Water Resources Department. Cost elements included in the calculation of this pro rata share include:

1. The actual cost of land acquisition; and
2. The design and construction of the line; and
3. An administrative charge of 5% of the total cost incurred by the Developer for the construction of the sewer lines from which persons other than the Developer will be served, with a maximum administrative charge of $10,000. This charge will be distributed equally among all the real property that connects to the sewer lines based on the cost per linear foot of frontage.
4. Simple interest at a rate of ½% per month from the date of recordation of the Line Payback Agreement will be calculated at time of payment. This date is the 24th day of May, 2010. Documentation verifying all of these costs is retained by the City's Water Resources Department for a reasonable period of time and is available to the Owner upon request.

PAYMENT:

The Owner must make payment to the City's Development Services Department before:

1. The issuance of a permit authorizing connection to the public sewer system.
2. The approval of a land division.

The City will *not* accept partial payments.

CONDITIONS:

A. If the property is undeveloped, the City will not issue a building permit, encroachment permit, Certificate of Occupancy, or approve any land division or assemblage until payment is satisfied.

B. If improvements have already been constructed on the real property, payment is required before connection to the City's sewer system. Connection will be required when:

1. Requesting a building permit to add to or alter at least 50% of the square footage of the existing home. It is understood that the 50% requirement is an administrative standard established to try to assure fairness by not requiring a homeowner to pay for the cost of connection to the sewer system anytime a building permit is issued for any work on the property, or
2. When the existing septic system fails or requires any repair or modification and the payment requirement is for a sewer line.

If this Notice has been recorded on the Owner's real property, the Owner or his agent will not extend service from his sewer tap to his real property without first receiving written approval of the City.

DURATION OF OBLIGATION:

This obligation to pay for sewer improvements will extend for a period of 30 years from the date of acceptance by the City of the sewer line, whichever is accepted first.

RELEASE OF NOTICE:

Once the Owner makes payment, the Quality Compliance Department will record a release of this Notice in the office of the Maricopa County Recorder.

Order: CTA1109940 Doc: MP:2010 00572911 Page 3 of 7 Created By: d.galdamez Printed: 12/21/2011 12:43:56 PM EST

NO REMEDY UNDER A.R.S. §9-500.12(B):

This Notice and the obligation to pay is mandated by Scottsdale Revised Code, Section 49-215. It is a legislatively enacted requirement, as opposed to an exaction and falls outside of the meaning of the private property rights hearing provisions of A.R.S. §9-500.12(B).

CITY OF SCOTTSDALE, an Arizona Municipal corporation

By: _____

Christopher Hassert
Planning and Engineering Director
Water Resources Department

OFFICIAL SEAL
CATHY HIDALGO-GARCIA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 14, 2012

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 24 day of June, 2012 by Christopher Hassert.

Cathy Hidalgo-Garcia
Notary Public

My commission expires: October 14 2012.

Order: CTA1109940 Doc: MP:2010 00572911 Page 4 of 7 Created By: d.galdamez Printed: 12/21/2011 12:43:57 PM EST

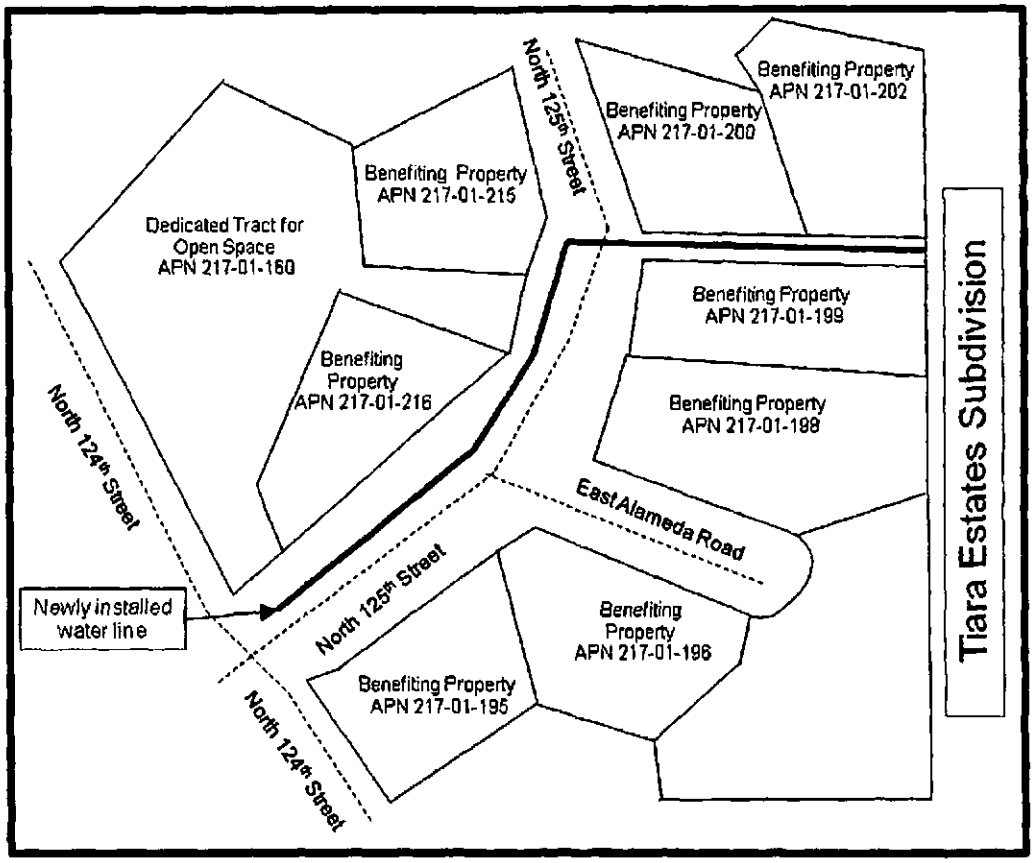
Appendix A

Property Descriptions

Property APN	Property Description
217-01-202	Parcel No. eight (8), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-200	Parcel No. seven (6), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-215	Parcel No. twenty one (21), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No. one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Order: CTA1109940 Doc: MP:2010 00572911 Page 5 of 7 Created By: d.galdamez Printed: 12/21/2011 12:43:57 PM EST

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.



Order: CTA1109940 Doc: MP:2010 00572911 Page 6 of 7 Created By: d.galdamez Printed: 12/21/2011 12:43:58 PM EST

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
217-01-199**	686	$30,572.10	$1,528.61	$32,100.71
217-01-198	179	$7,807.66	$390.38	$8,198.05
217-01-196	48	$2,093.67	$104.68	$2,198.36
217-01-195**	399	$18,053.67	$902.68	$18,956.36
TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

Order: CTA1109940 Doc: MP:2010 00572911 Page 6 of 7 Created By: d.galdamez Printed: 12/21/2011 12:43:58 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572913 07/07/2010 11:06
ELECTRONIC RECORDING

22043-7-1-1--
sarabiam

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Notice of Reimbursement for Water Line Extension

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO :
Lila Madden
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Parcel: 217-01-198
Agreement No: _7__ - DP - _2009-10_

NOTICE OF REIMBURSEMENT REQUIREMENT FOR WATER LINE EXTENSIONS

NOTICE IS GIVEN THIS 24th DAY OF May, 2010 by the CITY OF SCOTTSDALE, an Arizona municipal corporation, that sewer lines have been installed by a Developer or the City, abutting the frontage of the Owner's real property. As a result of this installation, if the Owner desires to receive City sewer service, the Owner must reimburse the Developer or the City for the Owner's share of those costs, as stated in this Notice. (This Notice and the costs stated are given in compliance with Scottsdale Revised Code, Sections 49-215 and 49-218. (This Notice is not a lien on real estate. If you do not require City sewer service after the date this Notice is recorded, the City will not seek enforcement of payment.)

REAL PROPERTY BENEFITED:

The real property that is benefited by this sewer line installation is APN 217-01-198 located at 12538 East Alameda Road, Scottsdale, Arizona, 85255, and is more particularly described in Exhibit A, attached and by reference made a part of this Notice. Real property will only be considered to have benefited from the line installation if it actually ties into that line.

CODE REQUIREMENTS:

Scottsdale Revised Code, Sections 49-215 and 49-218 requires real property owners to construct their own local sewer improvements along the frontages of their real property in order to obtain City sewer service. "Frontage" means the entire length of that portion of a parcel of real property that abuts a public street, public easement, or public right-of-way.

INSTALLATION:

For reasons of timing and/or economy, a Developer or the City has already installed any sewer lines that benefit the Owner's real property.

COST CALCULATION:

Exhibit B, attached and by reference made a part of this Notice, states the amount of the Owner's pro rata share for the sewer line installation. This pro rata share is the Owner's cost for the portion of the line that abuts the frontage(s) of the Owner's Property, based on the cost per linear foot of frontage, or such other equitable method of spreading the costs as the

Order: CTA1109940 Doc: MP:2010 00572913 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:01 PM EST

circumstances may dictate, as determined in the sole judgment of the City's Water Resources Department. Cost elements included in the calculation of this pro rata share include:

1. The actual cost of land acquisition; and
2. The design and construction of the line; and
3. An administrative charge of 5% of the total cost incurred by the Developer for the construction of the sewer lines from which persons other than the Developer will be served, with a maximum administrative charge of $10,000. This charge will be distributed equally among all the real property that connects to the sewer lines based on the cost per linear foot of frontage.
4. Simple interest at a rate of ½% per month from the date of recordation of the Line Payback Agreement will be calculated at time of payment. This date is the 24th day of May, 2010. Documentation verifying all of these costs is retained by the City's Water Resources Department for a reasonable period of time and is available to the Owner upon request.

PAYMENT:

The Owner must make payment to the City's Development Services Department before:

1. The issuance of a permit authorizing connection to the public sewer system.
2. The approval of a land division.

The City will not accept partial payments.

CONDITIONS:

A. If the property is undeveloped, the City will not issue a building permit, encroachment permit, Certificate of Occupancy, or approve any land division or assemblage until payment is satisfied.

B. If improvements have already been constructed on the real property, payment is required before connection to the City's sewer system. Connection will be required when:
   1. Requesting a building permit to add to or alter at least 50% of the square footage of the existing home. It is understood that the 50% requirement is an administrative standard established to try to assure fairness by not requiring a homeowner to pay for the cost of connection to the sewer system anytime a building permit is issued for any work on the property, or
   2. When the existing septic system fails or requires any repair or modification and the payment requirement is for a sewer line.

If this Notice has been recorded on the Owner's real property, the Owner or his agent will not extend service from his sewer tap to his real property without first receiving written approval of the City.

DURATION OF OBLIGATION:

This obligation to pay for sewer improvements will extend for a period of 30 years from the date of acceptance by the City of the sewer line, whichever is accepted first.

RELEASE OF NOTICE:

Once the Owner makes payment, the Quality Compliance Department will record a release of this Notice in the office of the Maricopa County Recorder.

Order: CTA1109940 Doc: MP:2010 00572913 Page 3 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:01 PM EST

NO REMEDY UNDER A.R.S. §9-500.12(B):

This Notice and the obligation to pay is mandated by Scottsdale Revised Code, Section 49-215. It is a legislatively enacted requirement, as opposed to an exaction and falls outside of the meaning of the private property rights hearing provisions of A.R.S. §9-500.12(B).

CITY OF SCOTTSDALE, an Arizona Municipal corporation

By: _____

Christopher Hassert
Planning and Engineering Director
Water Resources Department

STATE OF ARIZONA)
) ss.
County of Maricopa)

OFFICIAL SEAL
CATHY HIDALGO-GARCIA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 14, 2012

The foregoing instrument was acknowledged before me this 24 day of June, 2010 by Christopher Hassert.

Cathy Hidalgo-Garcia
Notary Public

My commission expires: October 14 2012.

Order: CTA1109940 Doc: MP:2010 00572913 Page 4 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:01 PM EST

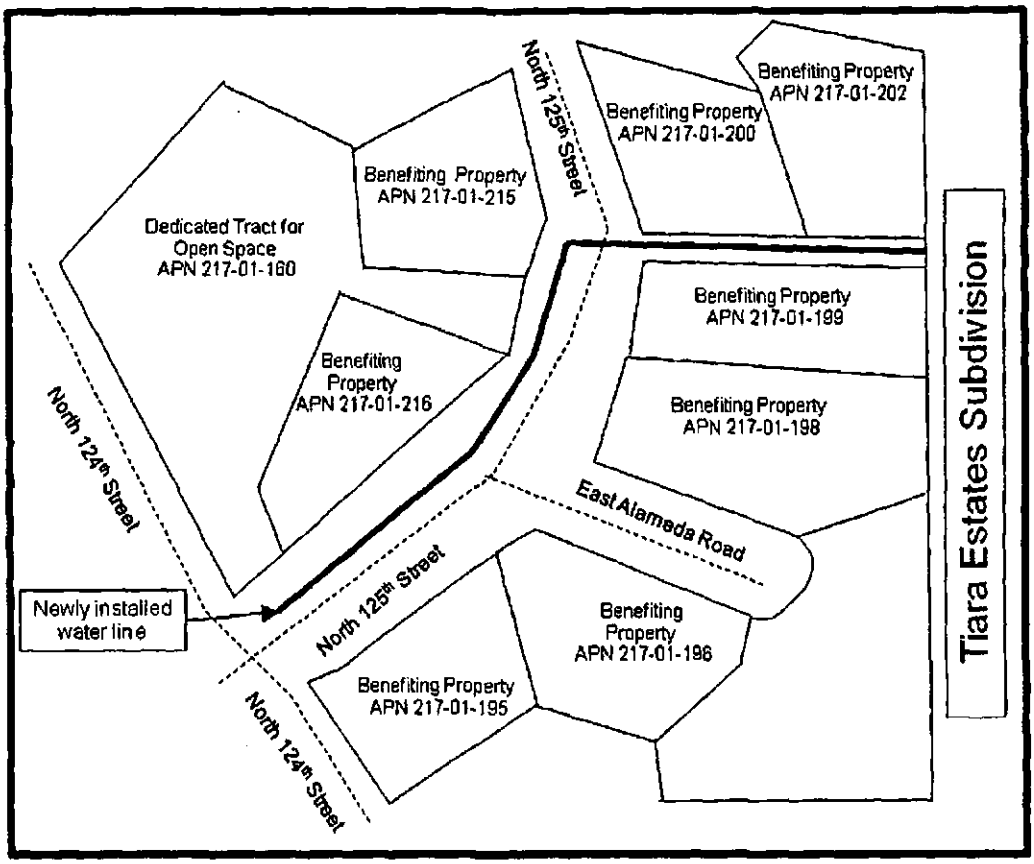
Appendix A

Property Descriptions

Property APN	Property Description
217-01-202	Parcel No. eight (8), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-200	Parcel No. seven (6), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-215	Parcel No. twenty one (21), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No. one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Order: CTA1109940 Doc: MP:2010 00572913 Page 5 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:02 PM EST

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.



Order: CTA1109940 Doc: MP:2010 00572913 Page 5 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:02 PM EST

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
217-01-199**	686	$30,572.10	$1,528.61	$32,100.71
217-01-198	179	$7,807.66	$390.38	$8,198.05
217-01-196	48	$2,093.67	$104.68	$2,198.36
217-01-195**	399	$18,053.67	$902.68	$18,956.36
TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

Order: CTA1109940 Doc: MP:2010 00572913 Page 6 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:03 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572915 07/07/2010 11:07
ELECTRONIC RECORDING

22044-7-1-1--
sarabiam

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Notice of Reimbursement for Water Line Extension

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO :
Lila Madden
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Parcel: 217-01-200
Agreement No: _7__ - DP - _2009-10_

NOTICE OF REIMBURSEMENT REQUIREMENT FOR WATER LINE EXTENSIONS

NOTICE IS GIVEN THIS 24th DAY OF May, 2010 by the CITY OF SCOTTSDALE, an Arizona municipal corporation, that sewer lines have been installed by a Developer or the City, abutting the frontage of the Owner's real property. As a result of this installation, if the Owner desires to receive City sewer service, the Owner must reimburse the Developer or the City for the Owner's share of those costs, as stated in this Notice. (This Notice and the costs stated are given in compliance with Scottsdale Revised Code, Sections 49-215 and 49-218. (This Notice is not a lien on real estate. If you do not require City sewer service after the date this Notice is recorded, the City will not seek enforcement of payment.)

REAL PROPERTY BENEFITED:

The real property that is benefited by this sewer line installation is APN 217-01-200 located at 24269 North 125th Street, Scottsdale, Arizona, 85255, and is more particularly described in Exhibit A, attached and by reference made a part of this Notice. Real property will only be considered to have benefited from the line installation if it actually ties into that line.

CODE REQUIREMENTS:

Scottsdale Revised Code, Sections 49-215 and 49-218 requires real property owners to construct their own local sewer improvements along the frontages of their real property in order to obtain City sewer service. "Frontage" means the entire length of that portion of a parcel of real property that abuts a public street, public easement, or public right-of-way.

INSTALLATION:

For reasons of timing and/or economy, a Developer or the City has already installed any sewer lines that benefit the Owner's real property.

COST CALCULATION:

Exhibit B, attached and by reference made a part of this Notice, states the amount of the Owner's pro rata share for the sewer line installation. This pro rata share is the Owner's cost for the portion of the line that abuts the frontage(s) of the Owner's Property, based on the cost per linear foot of frontage, or such other equitable method of spreading the costs as the

Order: CTA1109940 Doc: MP:2010 00572915 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:05 PM EST

circumstances may dictate, as determined in the sole judgment of the City's Water Resources Department. Cost elements included in the calculation of this pro rata share include:

1. The actual cost of land acquisition; and
2. The design and construction of the line; and
3. An administrative charge of 5% of the total cost incurred by the Developer for the construction of the sewer lines from which persons other than the Developer will be served, with a maximum administrative charge of $10,000. This charge will be distributed equally among all the real property that connects to the sewer lines based on the cost per linear foot of frontage.
4. Simple interest at a rate of ½% per month from the date of recordation of the Line Payback Agreement will be calculated at time of payment. This date is the 24th day of May, 2010. Documentation verifying all of these costs is retained by the City's Water Resources Department for a reasonable period of time and is available to the Owner upon request.

PAYMENT:

The Owner must make payment to the City's Development Services Department before:

1. The issuance of a permit authorizing connection to the public sewer system.
2. The approval of a land division.

The City will not accept partial payments.

CONDITIONS:

A. If the property is undeveloped, the City will not issue a building permit, encroachment permit, Certificate of Occupancy, or approve any land division or assemblage until payment is satisfied.

B. If improvements have already been constructed on the real property, payment is required before connection to the City's sewer system. Connection will be required when:
   1. Requesting a building permit to add to or alter at least 50% of the square footage of the existing home. It is understood that the 50% requirement is an administrative standard established to try to assure fairness by not requiring a homeowner to pay for the cost of connection to the sewer system anytime a building permit is issued for any work on the property, or
   2. When the existing septic system fails or requires any repair or modification and the payment requirement is for a sewer line.

If this Notice has been recorded on the Owner's real property, the Owner or his agent will not extend service from his sewer tap to his real property without first receiving written approval of the City.

DURATION OF OBLIGATION:

This obligation to pay for sewer improvements will extend for a period of 30 years from the date of acceptance by the City of the sewer line, whichever is accepted first.

RELEASE OF NOTICE:

Once the Owner makes payment, the Quality Compliance Department will record a release of this Notice in the office of the Maricopa County Recorder.

Order: CTA1109940 Doc: MP:2010 00572915 Page 2 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:05 PM EST

NO REMEDY UNDER A.R.S. §9-500.12(B):

This Notice and the obligation to pay is mandated by Scottsdale Revised Code, Section 49-215. It is a legislatively enacted requirement, as opposed to an exaction and falls outside of the meaning of the private property rights hearing provisions of A.R.S. §9-500.12(B).

CITY OF SCOTTSDALE, an Arizona Municipal corporation

By: _____

Christopher Hassert
Planning and Engineering Director
Water Resources Department

OFFICIAL SEAL
CATHY HIDALGO-GARCIA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 14, 2012

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 24 day of June, 2010, by Christopher Hassert.

Cathy Hidalgo-Garcia
Notary Public

My commission expires: October 14 2012.

Order: CTA1109940 Doc: MP:2010 00572915 Page 3 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:06 PM EST

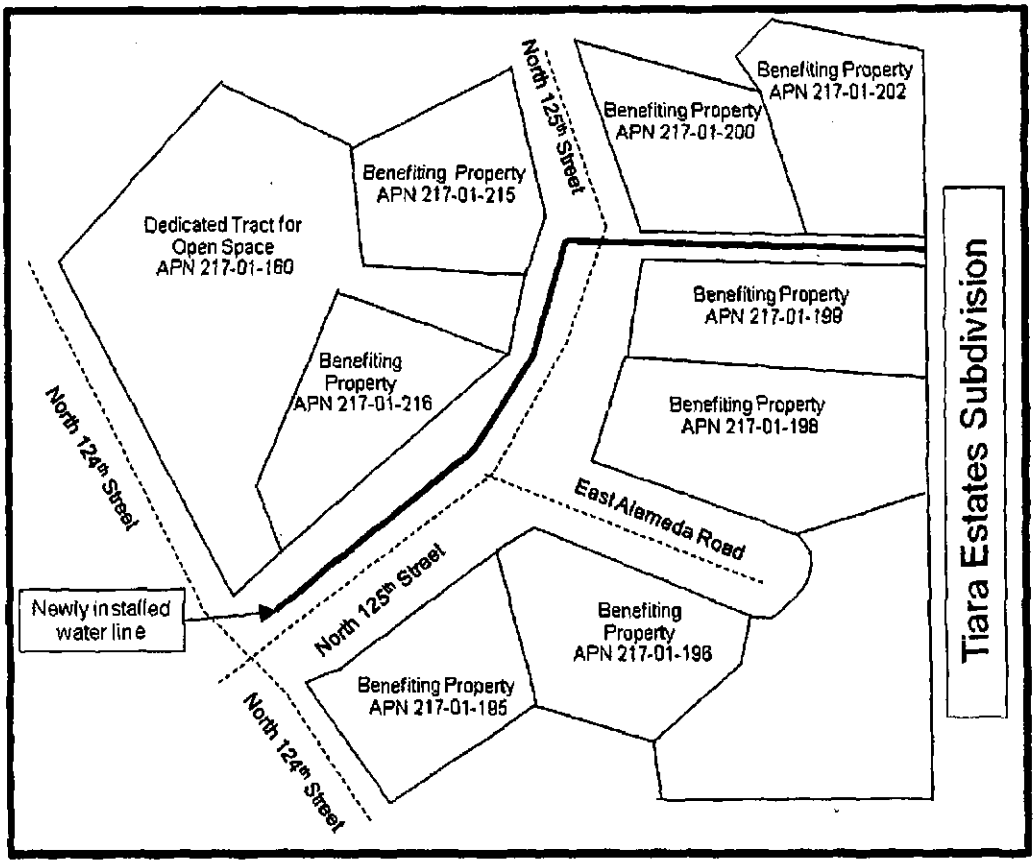
Appendix A

Property Descriptions

Property APN	Property Description
217-01-202	Parcel No. eight (8), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
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217-01-215	Parcel No. twenty one (21), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No. one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Order: CTA1109940 Doc: MP:2010 00572915 Page 5 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:06 PM EST

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.



Order: CTA1109940 Doc: MP:2010 00572915 Page 5 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:07 PM EST

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
217-01-199**	686	$30,572.10	$1,528.61	$32,100.71
217-01-198	179	$7,807.66	$390.38	$8,198.05
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217-01-195**	399	$18,053.67	$902.68	$18,956.36
TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

Order: CTA1109940 Doc: MP:2010 00572915 Page 6 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:07 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572916 07/07/2010 11:07
ELECTRONIC RECORDING

22042-7-1-1--
Yorkm

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Notice of Reimbursement for Water Line Extension

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO :
Lila Madden
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Parcel: 217-01-196
Agreement No: _7__ - DP - _2009-10_

NOTICE OF REIMBURSEMENT REQUIREMENT FOR WATER LINE EXTENSIONS

NOTICE IS GIVEN THIS 24th DAY OF May, 2010 by the CITY OF SCOTTSDALE, an Arizona municipal corporation, that sewer lines have been installed by a Developer or the City, abutting the frontage of the Owner's real property. As a result of this installation, if the Owner desires to receive City sewer service, the Owner must reimburse the Developer or the City for the Owner's share of those costs, as stated in this Notice. (This Notice and the costs stated are given in compliance with Scottsdale Revised Code, Sections 49-215 and 49-218. (This Notice is not a lien on real estate. If you do not require City sewer service after the date this Notice is recorded, the City will not seek enforcement of payment.)

REAL PROPERTY BENEFITED:

The real property that is benefited by this sewer line installation is APN 217-01-196 located at 12539 East Alameda Road, Scottsdale, Arizona, 85255, and is more particularly described in Exhibit A, attached and by reference made a part of this Notice. Real property will only be considered to have benefited from the line installation if it actually ties into that line.

CODE REQUIREMENTS:

Scottsdale Revised Code, Sections 49-215 and 49-218 requires real property owners to construct their own local sewer improvements along the frontages of their real property in order to obtain City sewer service. "Frontage" means the entire length of that portion of a parcel of real property that abuts a public street, public easement, or public right-of-way.

INSTALLATION:

For reasons of timing and/or economy, a Developer or the City has already installed any sewer lines that benefit the Owner's real property.

COST CALCULATION:

Exhibit B, attached and by reference made a part of this Notice, states the amount of the Owner's pro rata share for the sewer line installation. This pro rata share is the Owner's cost for the portion of the line that abuts the frontage(s) of the Owner's Property, based on the cost per linear foot of frontage, or such other equitable method of spreading the costs as the

Order: CTA1109940 Doc: MP:2010 00572916 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:10 PM EST

circumstances may dictate, as determined in the sole judgment of the City's Water Resources Department. Cost elements included in the calculation of this pro rata share include:

1. The actual cost of land acquisition; and
2. The design and construction of the line; and
3. An administrative charge of 5% of the total cost incurred by the Developer for the construction of the sewer lines from which persons other than the Developer will be served, with a maximum administrative charge of $10,000. This charge will be distributed equally among all the real property that connects to the sewer lines based on the cost per linear foot of frontage.
4. Simple interest at a rate of ½% per month from the date of recordation of the Line Payback Agreement will be calculated at time of payment. This date is the 24th day of May, 2010. Documentation verifying all of these costs is retained by the City's Water Resources Department for a reasonable period of time and is available to the Owner upon request.

PAYMENT:

The Owner must make payment to the City's Development Services Department before:

1. The issuance of a permit authorizing connection to the public sewer system.
2. The approval of a land division.

The City will not accept partial payments.

CONDITIONS:

A. If the property is undeveloped, the City will not issue a building permit, encroachment permit, Certificate of Occupancy, or approve any land division or assemblage until payment is satisfied.

B. If improvements have already been constructed on the real property, payment is required before connection to the City's sewer system. Connection will be required when:
   1. Requesting a building permit to add to or alter at least 50% of the square footage of the existing home. It is understood that the 50% requirement is an administrative standard established to try to assure fairness by not requiring a homeowner to pay for the cost of connection to the sewer system anytime a building permit is issued for any work on the property, or
   2. When the existing septic system fails or requires any repair or modification and the payment requirement is for a sewer line.

If this Notice has been recorded on the Owner's real property, the Owner or his agent will not extend service from his sewer tap to his real property without first receiving written approval of the City.

DURATION OF OBLIGATION:

This obligation to pay for sewer improvements will extend for a period of 30 years from the date of acceptance by the City of the sewer line, whichever is accepted first.

RELEASE OF NOTICE:

Once the Owner makes payment, the Quality Compliance Department will record a release of this Notice in the office of the Maricopa County Recorder.

Order: CTA1109940 Doc: MP:2010 00572916 Page 2 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:10 PM EST

NO REMEDY UNDER A.R.S. §9-500.12(B):

This Notice and the obligation to pay is mandated by Scottsdale Revised Code, Section 49-215. It is a legislatively enacted requirement, as opposed to an exaction and falls outside of the meaning of the private property rights hearing provisions of A.R.S. §9-500.12(B).

CITY OF SCOTTSDALE, an Arizona Municipal corporation

By: _____

Christopher Hassert
Planning and Engineering Director
Water Resources Department



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 24 day of June, 2010, by Christopher Hassert.

Cathy Hidalgo-Garcia
Notary Public

My commission expires: October 14 2012

Order: CTA1109940 Doc: MP:2010 00572916 Page 4 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:10 PM EST

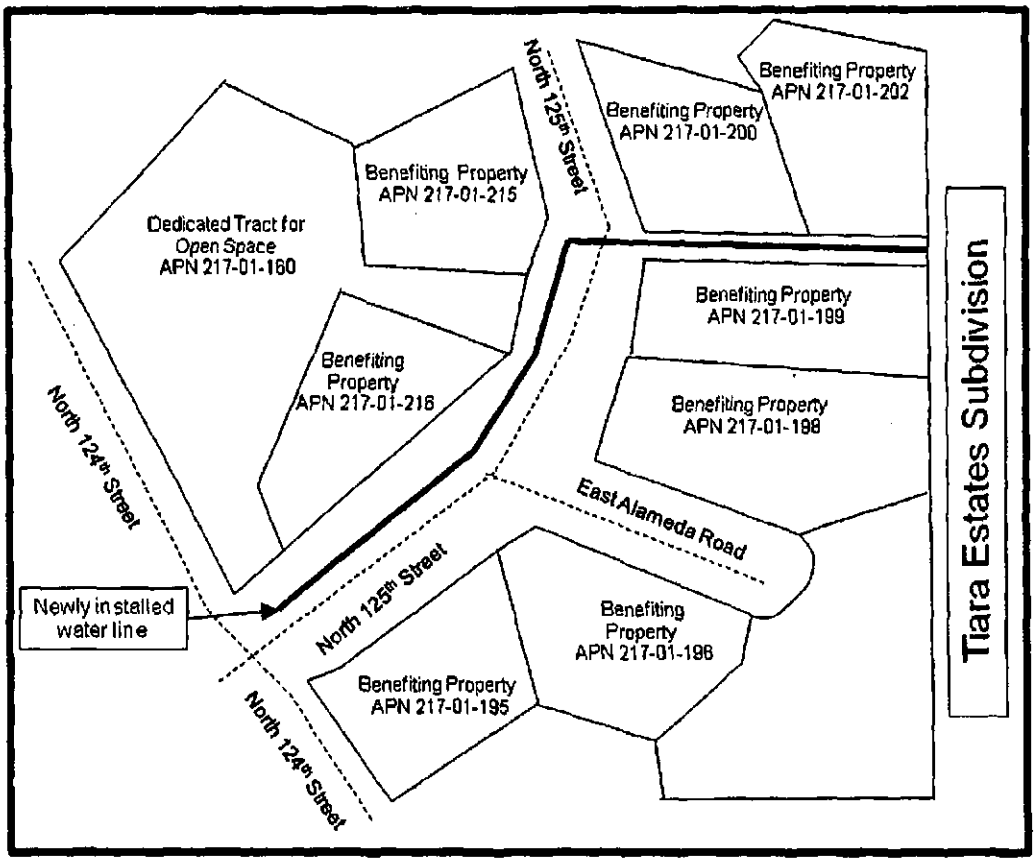
Appendix A

Property Descriptions

Property APN	Property Description
217-01-202	Parcel No. eight (8), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-200	Parcel No. seven (6), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-215	Parcel No. twenty one (21), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No. one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Order: CTA1109940 Doc: MP:2010 00572916 Page 8 of 21 Created By: d.galdamez Printed: 12/21/2011 12:44:11 PM EST

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.



Order: CTA1109940 Doc: MP:2010 00572916 Page 5 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:11 PM EST

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
217-01-199**	686	$30,572.10	$1,528.61	$32,100.71
217-01-198	179	$7,807.66	$390.38	$8,198.05
217-01-196	48	$2,093.67	$104.68	$2,198.36
217-01-195**	399	$18,053.67	$902.68	$18,956.36
TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

Order: CTA1109940 Doc: MP:2010 00572916 Page 6 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:12 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572918 07/07/2010 11:07
ELECTRONIC RECORDING

22045-7-1-1--
sarabiam

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Notice of Reimbursement for Water Line Extension

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO :
Lila Madden
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Parcel: 217-01-199
Agreement No: _7_ _ - DP - _2009-10_

NOTICE OF REIMBURSEMENT REQUIREMENT FOR WATER LINE EXTENSIONS

NOTICE IS GIVEN THIS 24th DAY OF May, 2010 by the CITY OF SCOTTSDALE, an Arizona municipal corporation, that sewer lines have been installed by a Developer or the City, abutting the frontage of the Owner's real property. As a result of this installation, if the Owner desires to receive City sewer service, the Owner must reimburse the Developer or the City for the Owner's share of those costs, as stated in this Notice. (This Notice and the costs stated are given in compliance with Scottsdale Revised Code, Sections 49-215 and 49-218. (This Notice is not a lien on real estate. If you do not require City sewer service after the date this Notice is recorded, the City will not seek enforcement of payment.)

REAL PROPERTY BENEFITED:

The real property that is benefited by this sewer line installation is APN 217-01-199 located at 24171 North 125th Street, Scottsdale, Arizona, 85255, and is more particularly described in Exhibit A, attached and by reference made a part of this Notice. Real property will only be considered to have benefited from the line installation if it actually ties into that line.

CODE REQUIREMENTS:

Scottsdale Revised Code, Sections 49-215 and 49-218 requires real property owners to construct their own local sewer improvements along the frontages of their real property in order to obtain City sewer service. "Frontage" means the entire length of that portion of a parcel of real property that abuts a public street, public easement, or public right-of-way.

INSTALLATION:

For reasons of timing and/or economy, a Developer or the City has already installed any sewer lines that benefit the Owner's real property.

COST CALCULATION:

Exhibit B, attached and by reference made a part of this Notice, states the amount of the Owner's pro rata share for the sewer line installation. This pro rata share is the Owner's cost for the portion of the line that abuts the frontage(s) of the Owner's Property, based on the cost per linear foot of frontage, or such other equitable method of spreading the costs as the

Order: CTA1109940 Doc: MP:2010 00572918 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:14 PM EST

circumstances may dictate, as determined in the sole judgment of the City's Water Resources Department. Cost elements included in the calculation of this pro rata share include:

1. The actual cost of land acquisition; and
2. The design and construction of the line; and
3. An administrative charge of 5% of the total cost incurred by the Developer for the construction of the sewer lines from which persons other than the Developer will be served, with a maximum administrative charge of $10,000. This charge will be distributed equally among all the real property that connects to the sewer lines based on the cost per linear foot of frontage.
4. Simple interest at a rate of ½% per month from the date of recordation of the Line Payback Agreement will be calculated at time of payment. This date is the 24th day of May, 2010. Documentation verifying all of these costs is retained by the City's Water Resources Department for a reasonable period of time and is available to the Owner upon request.

PAYMENT:

The Owner must make payment to the City's Development Services Department before:

1. The issuance of a permit authorizing connection to the public sewer system.
2. The approval of a land division.

The City will not accept partial payments.

CONDITIONS:

A. If the property is undeveloped, the City will not issue a building permit, encroachment permit, Certificate of Occupancy, or approve any land division or assemblage until payment is satisfied.

B. If improvements have already been constructed on the real property, payment is required before connection to the City's sewer system. Connection will be required when:
   1. Requesting a building permit to add to or alter at least 50% of the square footage of the existing home. It is understood that the 50% requirement is an administrative standard established to try to assure fairness by not requiring a homeowner to pay for the cost of connection to the sewer system anytime a building permit is issued for any work on the property, or
   2. When the existing septic system fails or requires any repair or modification and the payment requirement is for a sewer line.

If this Notice has been recorded on the Owner's real property, the Owner or his agent will not extend service from his sewer tap to his real property without first receiving written approval of the City.

DURATION OF OBLIGATION:

This obligation to pay for sewer improvements will extend for a period of 30 years from the date of acceptance by the City of the sewer line, whichever is accepted first.

RELEASE OF NOTICE:

Once the Owner makes payment, the Quality Compliance Department will record a release of this Notice in the office of the Maricopa County Recorder.

Order: CTA1109940 Doc: MP:2010 00572918 Page 3 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:14 PM EST

NO REMEDY UNDER A.R.S. §9-500.12(B):

This Notice and the obligation to pay is mandated by Scottsdale Revised Code, Section 49-215. It is a legislatively enacted requirement, as opposed to an exaction and falls outside of the meaning of the private property rights hearing provisions of A.R.S. §9-500.12(B).

CITY OF SCOTTSDALE, an Arizona Municipal corporation

By: _____

Christopher Hassert
Planning and Engineering Director
Water Resources Department

STATE OF ARIZONA)
) ss.
County of Maricopa)

OFFICIAL SEAL
CATHY HIDALGO-GARCIA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 14, 2012

The foregoing instrument was acknowledged before me this 31 day of June, 20 10 by Christopher Hassert.

Cathy Hidalgo-Garcia
Notary Public

My commission expires: October 14 2012.

Order: CTA1109940 Doc: MP:2010 00572918 Page 3 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:15 PM EST

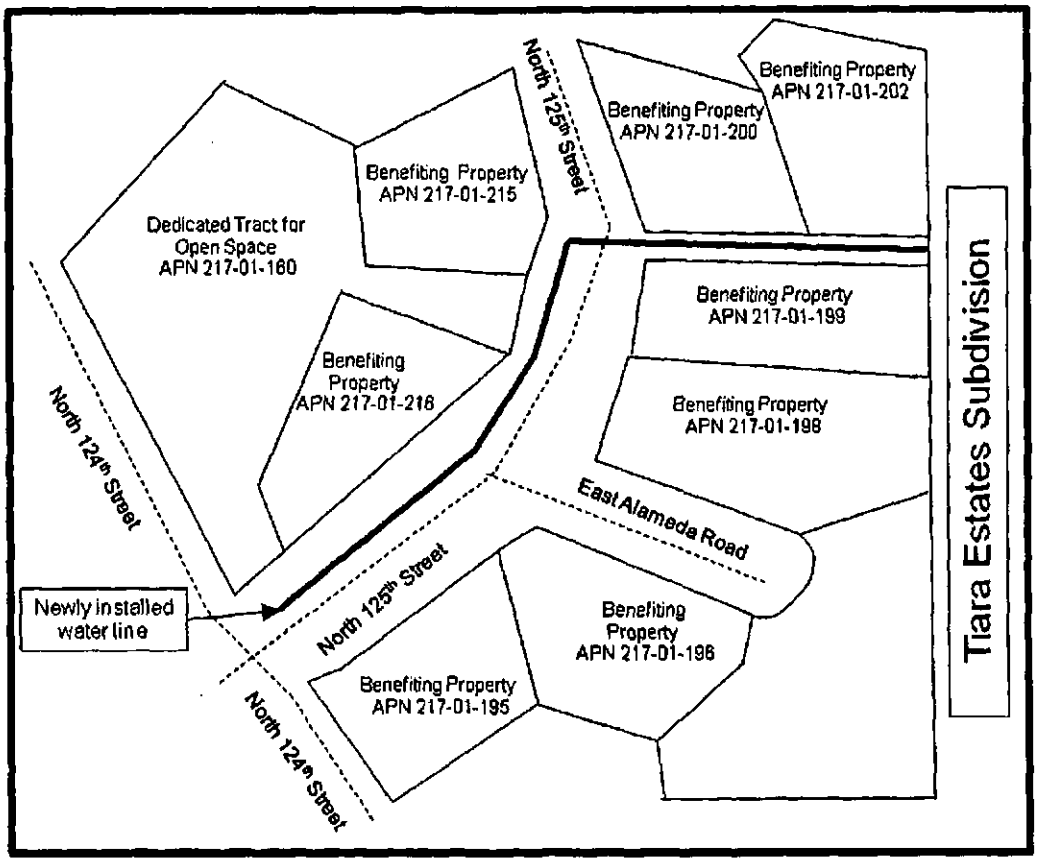
Appendix A

Property Descriptions

Property APN	*Property Description*
217-01-202	Parcel No. eight (8), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-200	Parcel No. seven (6), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-215	Parcel No. twenty one (21), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No. one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Order: CTA1109940 Doc: MP:2010 00572918 Page 8 of 21 Created By: d.galdamez Printed: 12/21/2011 12:44:15 PM EST

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.



Order: CTA1109940 Doc: MP:2010 00572918 Page 5 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:16 PM EST

Appendix B

Pro Rata Share and Eligible Cost Calculations

City of Scottsdale Water Resources Department
June 24, 2010
Reimbursement Calculation Worksheet for GBD 40, L.L.C.
Installed 1,420 LF of 12-inch water pipe across Sereno Canyon Phase 3 Subdivision to serve Tiara Estates Subdivision located at 128th Street and Alameda Road

Construction	$72,399.94
Three 1" service lines (217-01-195, 217-01-199 and 217-01-216)	$1,950.00
Engineering Costs	$11,857.71
Surveying	$1,725.00
Total Engineering and Construction Costs	$87,932.65
Construction and Project Management	$14,164.80
Total Project Cost*	$102,097.45
Total Length of Benefiting Pipe, LF	1,148
Cost per LF of Property Frontage (Total cost / pipe length) / (2 sides of pipe)	$43.62

Amounts to be Reimbursed to Owner

Parcel APN	Frontage (LF)	Eligible Cost	Administrative Fee (5%)	Pro Rata Share (plus interest)
217-01-202	162	$7,066.15	$353.31	$7,419.46
217-01-200	246	$10,730.08	$536.50	$11,266.59
217-01-215	88	$3,838.40	$191.92	$4,030.32
217-01-216**	488	$21,935.69	$1,096.78	$23,032.48
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TOTALS	2,296	$102,097.45	$5,104.87	$107,202.32

* Reflects costs of an 8-inch water line as oversizing costs from 8" to 12" were paid by the City
** The Eligible Cost for this lot includes the installation cost of a 1" service line

Order: CTA1109940 Doc: MP:2010 00572918 Page 6 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:16 PM EST

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20100572919 07/07/2010 11:07
ELECTRONIC RECORDING

22046-7-1-1--
Yorkm

WHEN RECORDED RETURN TO:
Dennis Enriquez/David Simmons
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

CAPTION HEADINGS:
Time Sensitive

Notice of Reimbursement for Water Line Extension

07-DP-2009/2010

DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT

WHEN RECORDED RETURN TO :
Lila Madden
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Parcel: 217-01-215
Agreement No: _7__ - DP - _2009-10_

NOTICE OF REIMBURSEMENT REQUIREMENT FOR WATER LINE EXTENSIONS

NOTICE IS GIVEN THIS 24th DAY OF May, 2010 by the CITY OF SCOTTSDALE, an Arizona municipal corporation, that sewer lines have been installed by a Developer or the City, abutting the frontage of the Owner's real property. As a result of this installation, if the Owner desires to receive City sewer service, the Owner must reimburse the Developer or the City for the Owner's share of those costs, as stated in this Notice. (This Notice and the costs stated are given in compliance with Scottsdale Revised Code, Sections 49-215 and 49-218. (This Notice is not a lien on real estate. If you do not require City sewer service after the date this Notice is recorded, the City will not seek enforcement of payment.)

REAL PROPERTY BENEFITED:

The real property that is benefited by this sewer line installation is APN 217-01-215 located at 24147 North 125th Street, Scottsdale, Arizona, 85255, and is more particularly described in Exhibit A, attached and by reference made a part of this Notice. Real property will only be considered to have benefited from the line installation if it actually ties into that line.

CODE REQUIREMENTS:

Scottsdale Revised Code, Sections 49-215 and 49-218 requires real property owners to construct their own local sewer improvements along the frontages of their real property in order to obtain City sewer service. "Frontage" means the entire length of that portion of a parcel of real property that abuts a public street, public easement, or public right-of-way.

INSTALLATION:

For reasons of timing and/or economy, a Developer or the City has already installed any sewer lines that benefit the Owner's real property.

COST CALCULATION:

Exhibit B, attached and by reference made a part of this Notice, states the amount of the Owner's pro rata share for the sewer line installation. This pro rata share is the Owner's cost for the portion of the line that abuts the frontage(s) of the Owner's Property, based on the cost per linear foot of frontage, or such other equitable method of spreading the costs as the

Order: CTA1109940 Doc: MP:2010 00572919 Page 1 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:19 PM EST

circumstances may dictate, as determined in the sole judgment of the City's Water Resources Department. Cost elements included in the calculation of this pro rata share include:

1. The actual cost of land acquisition; and
2. The design and construction of the line; and
3. An administrative charge of 5% of the total cost incurred by the Developer for the construction of the sewer lines from which persons other than the Developer will be served, with a maximum administrative charge of $10,000. This charge will be distributed equally among all the real property that connects to the sewer lines based on the cost per linear foot of frontage.
4. Simple interest at a rate of ½% per month from the date of recordation of the Line Payback Agreement will be calculated at time of payment. This date is the 24th day of May, 2010. Documentation verifying all of these costs is retained by the City's Water Resources Department for a reasonable period of time and is available to the Owner upon request.

PAYMENT:

The Owner must make payment to the City's Development Services Department before:

1. The issuance of a permit authorizing connection to the public sewer system.
2. The approval of a land division.

The City will not accept partial payments.

CONDITIONS:

A. If the property is undeveloped, the City will not issue a building permit, encroachment permit, Certificate of Occupancy, or approve any land division or assemblage until payment is satisfied.

B. If improvements have already been constructed on the real property, payment is required before connection to the City's sewer system. Connection will be required when:
   1. Requesting a building permit to add to or alter at least 50% of the square footage of the existing home. It is understood that the 50% requirement is an administrative standard established to try to assure fairness by not requiring a homeowner to pay for the cost of connection to the sewer system anytime a building permit is issued for any work on the property, or
   2. When the existing septic system fails or requires any repair or modification and the payment requirement is for a sewer line.

If this Notice has been recorded on the Owner's real property, the Owner or his agent will not extend service from his sewer tap to his real property without first receiving written approval of the City.

DURATION OF OBLIGATION:

This obligation to pay for sewer improvements will extend for a period of 30 years from the date of acceptance by the City of the sewer line, whichever is accepted first.

RELEASE OF NOTICE:

Once the Owner makes payment, the Quality Compliance Department will record a release of this Notice in the office of the Maricopa County Recorder.

Order: CTA1109940 Doc: MP:2010 00572919 Page 3 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:19 PM EST

NO REMEDY UNDER A.R.S. §9-500.12(B):

This Notice and the obligation to pay is mandated by Scottsdale Revised Code, Section 49-215. It is a legislatively enacted requirement, as opposed to an exaction and falls outside of the meaning of the private property rights hearing provisions of A.R.S. §9-500.12(B).

CITY OF SCOTTSDALE, an Arizona Municipal corporation

By: _____

Christopher Hassert
Planning and Engineering Director
Water Resources Department

STATE OF ARIZONA)
) ss.
County of Maricopa)

OFFICIAL SEAL
CATHY HIDALGO-GARCIA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 14, 2012

The foregoing instrument was acknowledged before me this 14 day of June, 2010, by Christopher Hassert.

Cathy Hidalgo Garcia
Notary Public

My commission expires: October 14 2012

Order: CTA1109940 Doc: MP:2010 00572919 Page 3 of 6 Created By: d.galdamez Printed: 12/21/2011 12:44:20 PM EST

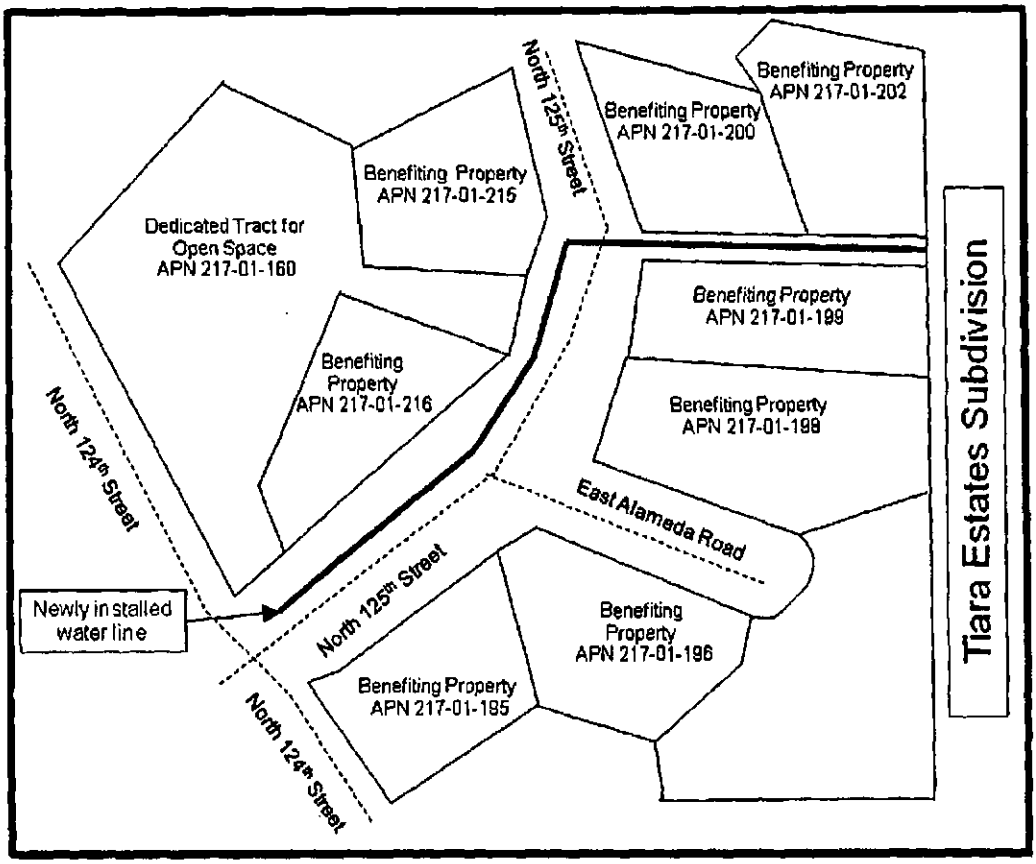
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Property Descriptions

Property APN	Property Description
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217-01-216	Parcel No. twenty two (22), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-199	Parcel No. five (5), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-198	Parcel No. four (4), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-196	Parcel No. two (2), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.
217-01-195	Parcel No. one (1), Sereno Canyon Phase 3, according to the Plat of Record in the Office of the County Record of Maricopa County, Arizona, Recorded in Book 974 of Maps, Page 4.

Order: CTA1109940 Doc: MP:2010 00572919 Page 5 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:20 PM EST

Installation of 1,330 LF of 12-inch water pipe to serve Tiara Estates Subdivision located in the southwest corner of East Alameda Road and 128th Street.



Order: CTA1109940 Doc: MP:2010 00572919 Page 6 of 7 Created By: d.galdamez Printed: 12/21/2011 12:44:20 PM EST

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

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

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

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

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

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

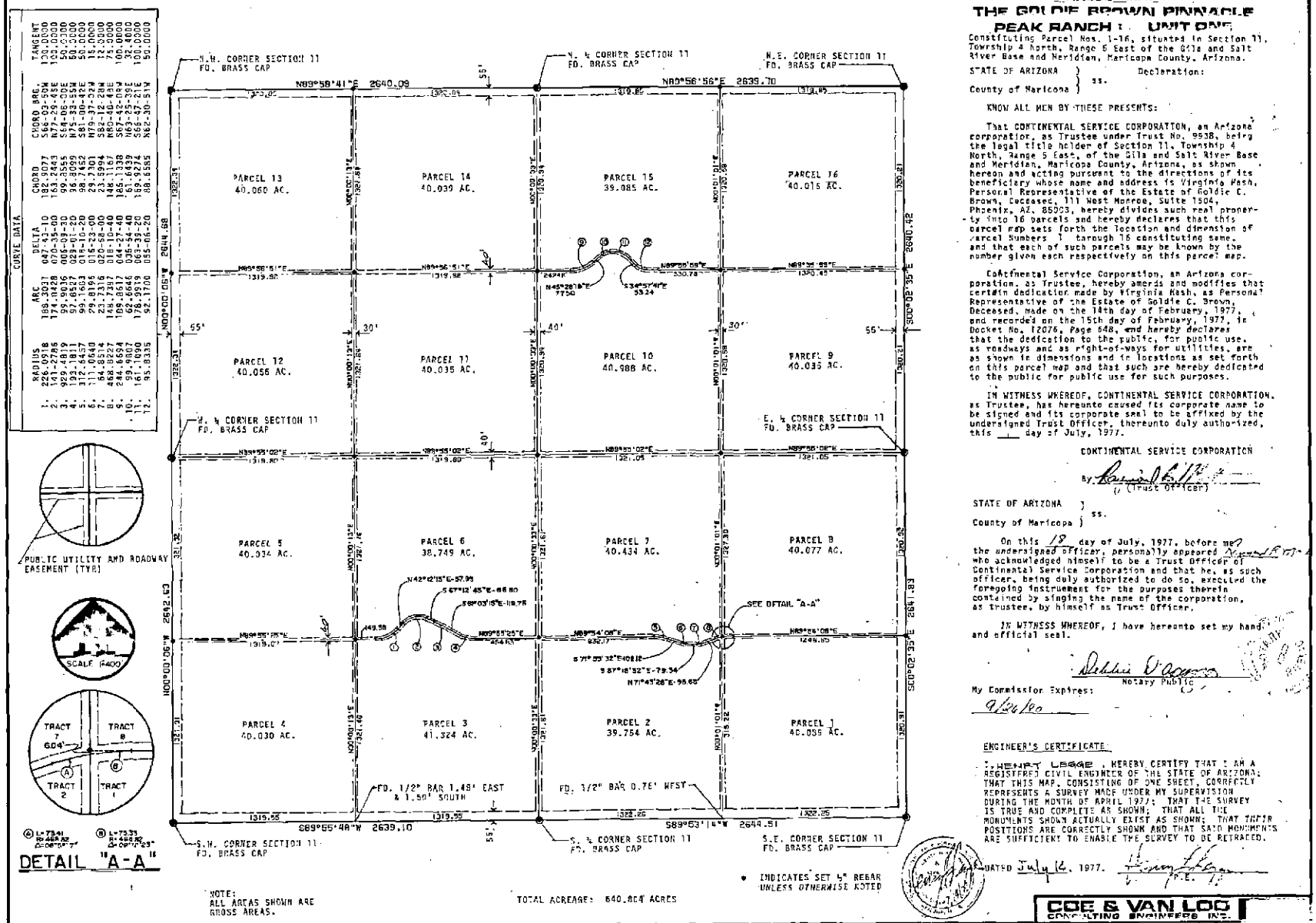
Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last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

191-26

PARCEL MAP

THE GOLDIE BROWN PINNACLE PEAK RANCH - UNIT ONE

Constituting Parcel Nos. 1-16, situated in Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



CURVE DATA	RADIUS	ARC	DELTA	CHORD	CHORD BRG.	TANGENT
1.	226.0918	188.3031	047-43-10	182.9077	S66-03-50W	100.0000
2.	141.2786	174.0428	070-35-00	163.2443	N77-29-45E	100.0000
3.	929.4819	99.9036	006-09-30	99.8555	S64-06-05E	50.0300
4.	1934.1811	97.8527	023-01-20	96.8099	N75-33-55W	50.0000
5.	312.6437	99.1603	016-10-20	98.7162	S81-10-45E	50.0000
6.	164.8514	23.7316	020-58-00	23.6991	S82-12-28W	12.0000
7.	468.0227	148.7397	018-10-40	148.1167	N80-46-48E	75.0000
8.	244.6694	189.0617	044-27-40	184.1338	S67-42-09W	100.0000
9.	59.4807	62.6646	036-54-40	61.6439	N63-05-36E	32.4000
10.	161.1090	178.9919	063-39-20	169.9274	S65-47-21E	100.0000
11.	93.8335	92.1700	055-06-20	88.5585	N62-30-51W	50.0000

Declaration:

STATE OF ARIZONA } ss.
County of Maricopa }

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL SERVICE CORPORATION, an Arizona corporation, as Trustee under Trust No. 9538, being the legal title holder of Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown hereon and acting pursuant to the directions of its beneficiary whose name and address is Virginia Nash, Personal Representative of the Estate of Goldie C. Brown, Deceased, 111 West Monroe, Suite 1504, Phoenix, AZ. 85003, hereby divides such real property into 16 parcels and hereby declares that this parcel map sets forth the location and dimension of Parcel Numbers 1 through 16 constituting same, and that each of such parcels may be known by the number given each respectively on this parcel map.

Continental Service Corporation, an Arizona corporation, as Trustee, hereby amends and modifies that certain dedication made by Virginia Nash, as Personal Representative of the Estate of Goldie C. Brown, Deceased, made on the 14th day of February, 1977, and recorded on the 15th day of February, 1977, in Docket No. 12076, Page 648, and hereby declares that the dedication to the public, for public use, as roadways and as right-of-ways for utilities, are as shown in dimensions and in locations as set forth on this parcel map and that such are hereby dedicated to the public for public use for such purposes.

IN WITNESS WHEREOF, CONTINENTAL SERVICE CORPORATION, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed by the undersigned Trust Officer, thereunto duly authorized, this ___ day of July, 1977.

CONTINENTAL SERVICE CORPORATION

By: _____
(Trust Officer)

STATE OF ARIZONA } ss.
County of Maricopa }

On this 18 day of July, 1977, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be a Trust Officer of Continental Service Corporation and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by singing the name of the corporation, as trustee, by himself as Trust Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:
9/26/80

ENGINEER'S CERTIFICATE:

I, HENRY LOGE, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF ARIZONA; THAT THIS MAP, CONSISTING OF ONE SHEET, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL 1977; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED July 12, 1977.

_____
R.L.S.

COE & VAN LOO CONSULTING ENGINEERS INC.

NOTE:
ALL AREAS SHOWN ARE GROSS AREAS.

TOTAL ACREAGE: 640.804 ACRES

• INDICATES SET ½" REBAR UNLESS OTHERWISE NOTED

022-01-01

JUL 19 1977-245
191/26

10-GP-2011/16-ZN-2011
3rd: 1/24/2012

DKT12325PG0538

204777

PROP RSTR (PR)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(THE GOLDIE BROWN PINNACLE PEAK RANCH, UNIT ONE)

This Declaration, made on this 18th day of July, 1977, by Continental Service Corporation, an Arizona corporation, as Trustee under Trust No. 9938, hereinafter referred to as "declarant", acting pursuant to the terms of the trust and the directions of its beneficiary, whose name and address is Virginia Hash, Personal Representative of the Estate of Goldie C. Brown, Deceased, 111 West Monroe, Suite 1504, Phoenix, Arizona 85003.

W I T N E S S E T H:

WHEREAS, declarant is a legal title holder, as Trustee, of certain real property located in the County of Maricopa, State of Arizona, which is more fully described as:

Parcels 1 through 16, THE GOLDIE BROWN PINNACLE PEAK RANCH, UNIT ONE, being a development of unsubdivided land with Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as more fully described on that certain Parcel Map, dated July 18th 1977, and recorded July 19, 1977, in the office of the County Recorder, Maricopa County, Arizona, in Book 191 of Maps, Page 26.

NOW, THEREFORE, declarant hereby declares that all the parcels described above shall be acquired, held, sold and conveyed, subject to the provisions of this Declaration, which shall run with the real property and be binding on all parties having or hereinafter acquiring any right, title or interest in the parcels, or any part thereof, their heirs, devisees, personal representative, successors and assigns and shall inure to the benefit of each owner thereof.

PREAMBLE

The property which is subject to these covenants, conditions and restrictions possesses great charm and natural beauty. While such property is not being limited to one specific use, nor is such property the subject of a master plan, it is the intent and purpose of this Declaration to preserve the charm and natural beauty of such property and provide for a means of establishing, maintaining and controling

I do hereby certify that the within named instrument was recorded at request of TRANSAMERICA TITLE
JUL 19 1977 -2:45 Docket 12325 Page 538-547 Records of Maricopa Co., Ariz.
WITNESS my hand and official seal the day and year aforesaid.
TOM FREESTONE, Maricopa County Recorder, By Dorothy Ong Deputy

200

the development of such property for residential, light industry or commercial uses. All the covenants, conditions and restrictions hereinafter set forth are declared to be in the furtherance of the development of the property and are established for the purpose of enhancing its value, desirability and attractiveness.

ARTICLE I

PROHIBITED USES

No heavy industry shall be conducted on any parcel, or part thereof. No parcel, or part thereof, shall be used for any type of construction yard, wrecking yard, storage yard or for any other use where equipment or machinery or material are accumulated or stored outside of enclosed buildings. No parcel, or part thereof, shall be used for a mobile home park, travel trailer park or similar use. No parcel, or part thereof, may be used for the mining or excavation of minerals, gravel or dirt for commercial purposes. No parcel, or part thereof, shall be used for any purpose which would be in violation of any state, county, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any parcel, or part thereof. It is hereby declared that any such violation shall constitute a violation of this Declaration and subject to all the enforcement procedures hereinafter set forth.

ARTICLE II

TEMPORARY USES

No trailer, motor home, mobile home, tent, camper, shack, garage, barn and no temporary or incomplete building or structure shall be lived in, occupied or used in any manner on any parcel, or part thereof, other than a temporary construction office and/or sales office to be used during construction of any permanent building or structure and/or during sales of any parcel, or part thereof. Any such temporary construction office or sales office shall be removed immediately after completion of construction and/or sales.

ARTICLE III

IMPROVEMENTS

All buildings, structures, walls, fences and all other improvements whatsoever constructed, erected or placed upon any parcel, or part thereof, shall be new construction and of an architectural design compatible with the character of the property. All materials used in any such building, structure, wall, fence or other improvement whatsoever, shall be of good and substantial quality. All work performed

on any such building, structure, wall, fence or other improvement whatsoever shall be done in a good and workmanlike manner.

ARTICLE IV

MAINTENANCE AND REPAIR

No building, structure, wall, fence or other improvement whatsoever constructed, erected or placed upon any parcel, or part thereof, shall be permitted to fall into disrepair. Each such building, structure, wall, fence and other improvement shall at all times be kept in good condition and adequately painted or finished. Any and all carports, garages, personal storage areas, lawns or yards and all landscaping shall be kept neat and attractive at all times.

ARTICLE V

ANIMALS

No animals or foul, poultry or livestock, other than a reasonable number of horses or generally recognized domestic household pets shall be maintained or permitted on any parcel, or part thereof. Horses or household pets kept on any parcel, or part thereof, shall not be allowed to make an unreasonable amount of noise or otherwise become a nuisance.

ARTICLE VI

NUISANCE

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any parcel, or part thereof; and no odors shall be permitted to arise therefrom, so as to render any parcel, or part thereof, unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any parcel, or part thereof, so as to be offensive or detrimental to any property in the vicinity thereof or to the occupants thereof.

ARTICLE VII

ENFORCEMENT

The owner of any parcel, or part thereof, shall have the authority at any time and from time to time, in his own name to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce by mandatory injunction or otherwise, all of the provisions of this Declaration. In any such action or

suit, the owners enforcing this Declaration shall be entitled to reimbursement for all expenses incurred in connection therewith, including court costs and attorneys' fees, as determined by the judge of the court. In any such action or suit only owners of parcels, or parts thereof, who have violated, or who threaten to violate, this Declaration shall be joined. Declarant, as trustee, and Virginia Hash, personal representative of the Estate of Goldie C. Brown, deceased, as beneficiary under such trust, her successors or assigns, shall have no duty whatsoever for enforcement of any of the provisions of this Declaration.

ARTICLE VIII

DURATION

This Declaration shall continue and remain in full force at all times with respect to all parcels described herein, and all parts thereof (subject, however, to the right to amend or repeal this Declaration, as provided in Article IX below), until July 18, 1997. Unless within one (1) year prior to July 18, 1997, an instrument directing the termination of this Declaration is signed by owners of not less than one-half (1/2) of the total area of all parcels, and is recorded, this Declaration, as in effect immediately prior to the expiration date, shall (subject to the right to amend or repeal the Declaration, as provided in Article IX below) continue in effect automatically for an additional period of ten (10) years and thereafter for successive periods of ten (10) years, unless within one (1) year prior to the expiration of any period of this Declaration, it is terminated as provided above.

ARTICLE IX

AMENDMENTS

This Declaration may at any time be repealed or amended, either increasing or decreasing the burdens or benefits with respect to the property or with respect to the owners, by execution of an instrument repealing or amending this Declaration by the owners of three-fourths (3/4) of the total area of all parcels. Any such termination or amendment shall be effective only after recordation of such instrument.

ARTICLE X

NON-WAIVER

The delay, failure or omission of any owner of any parcel, or part thereof, to enforce the provisions of any covenant, condition or restriction contained in this Declaration, in the event of any breach thereof, shall not constitute

a waiver of any right to enforce any such provision at a later time nor a waiver of the right to enforce any other provision of this Declaration.

ARTICLE XI

SEVERABILITY

The invalidation of any one or more of the provisions of this Declaration shall in no way affect the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 18 day of July, 1977.

CONTINENTAL SERVICE CORPORATION, an Arizona corporation, as Trustee and not personally,

By _____
Its Trust Officer

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 18th day of July, 1977, before me, the undersigned Notary Public, personally appeared RAYMOND B. MARTIN, who acknowledged himself to be a Trust Officer of Continental Service Corporation, and that he as such Trust Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such Trust Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

9-26-80

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2001-0801097 08/30/2001 11:03
ANN 1 OF 1

When Recorded Return to:
Contracts Branch
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

RESOLUTION FCD 2001R009

RIO VERDE AREA DRAINAGE AND FLOODPLAIN MANAGEMENT

AGENDA ITEM: C-69-01-103-6-00

WHEREAS, The Flood Control District of Maricopa County (District) was established in accordance with provisions of Arizona Revised Statutes Title 48, Chapter 21, which requires the Board of Directors to delineate floodplains for areas where development is ongoing or imminent, consistent with criteria developed by the Director, Arizona Department of Water Resources; and,

WHEREAS, Arizona Revised Statutes Title 48, Chapter 21 requires the Board of Directors to identify flood problems and plan for the construction of facilities to eliminate or minimize flooding problems within Maricopa County; and,

WHEREAS, growth and development within the Rio Verde area began in the 1970's with the Rio Verde Master Plan Development, and has continued with the Tonto Verde Master Plan, as well as the building of individual residences outside of these Plans; and,

WHEREAS, the Rio Verde area is located in northeastern Maricopa County and is bounded by the Verde River on the east, the Tonto National Forest on the north, the 136th Street Alignment on the west and the McDowell Mountain Regional Park on the south, encompassing approximately sixty-three (63) square miles and is characterized by braided washes which require special flood management considerations; and,

WHEREAS, the District, recognizing the need for managing potential flooding, to promote safe and consistent development, completed two (2) floodplain studies in 1995 referred to as the Rio Verde South Flood Delineation Study (Contract FCD 93-07) completed September 1995 and the Rio Verde North Flood Delineation Study (Contract FCD 93-06) which provide floodplain delineations and drainage management criteria for the area generally bounded by the Verde River on the east, Dixileta Drive on the north, 176th Street on the west, and the Fort McDowell Mohave-Apache Indian Community on the south and includes both of the Rio Verde and Tonto Verde Master Plan areas; and,

WHEREAS, the District has provided subdivision development review for drainage and flood control considerations, and,

20010801097

WHEREAS, prior to adoption of the Drainage Regulations for Maricopa County in September 1988, individual residences outside of subdivisions were not reviewed; and,

WHEREAS, the District has initiated additional floodplain delineation studies because parcel-by-parcel development review could not provide a comprehensive evaluation that would ensure that future development could be free of flooding and because the District has observed an increasing number of situations where washes were being obstructed or diverted; and,

WHEREAS, the District, in order to continue to manage the area washes and provide for public safety, conducted the Rio Verde South Extension Flood Delineation Study (Contract FCD 97-13) in May 1999, which extended the previous Rio Verde South Flood Delineation Study, westerly to approximately 156th Street, south of Rio Verde Drive; and,

WHEREAS, the District is currently evaluating the flood hazards in the area north of Rio Verde Drive, referred to as the Rio Verde North Extension Flood Delineation Study (Contract FCD 98-21) started in the fall of 1998, west to 136th Street, south of the Tonto National Forest and expects to continue to evaluate the Rio Verde area in order to manage potential impacts to the area washes and provide for public protection through the initiation of studies such as Floodplain Delineation Studies and Area Drainage Master Plans; and,

WHEREAS, the District and its' Board of Directors seeks to notify the public of existing and future efforts and potential flooding risks within the Rio Verde area.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors (Board) of the District authorizes and directs the Chief Engineer and General Manager of the District to conduct and implement studies in the Rio Verde area to identify and mitigate local and regional flooding, identify floodplains associated with 100-year storm events and to identify flood control infrastructure, if necessary, within the watershed, subject to the ratification and approval of the Board; and,

BE IT FURTHER RESOLVED that the Rio Verde area consists of the following:

Township 4 North, Range 5 East, Section 1, 2, 3, 11, 12, 13, 14, 23, 24, 25, 26; and,
Township 4 North, Range 6 East, Sections 1, 2, 3, 4, 5, 6; and,
Township 4 North, Range 7 East, Sections 6, 7; and,
Township 5 North, Range 5 East, Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36; and,
Township 5 North, Range 6 East, Sections 6, 7, 14, 15, 16, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; and,
Township 5 North, Range 7 East, Sections 30, 31, 32; and,

BE IT FURTHER RESOLVED that the Chief Engineer and General Manager of the District is authorized and directed to conduct public involvement activities, as necessary, for studies being conducted in the Rio Verde area; and,

BE IT FURTHER RESOLVED that the Chief Engineer and General Manager of the District will utilize the information derived from existing and future studies to respond to public inquiries concerning flooding risks within the Rio Verde area.

20010801097

Dated this 22nd day of August, 2001.

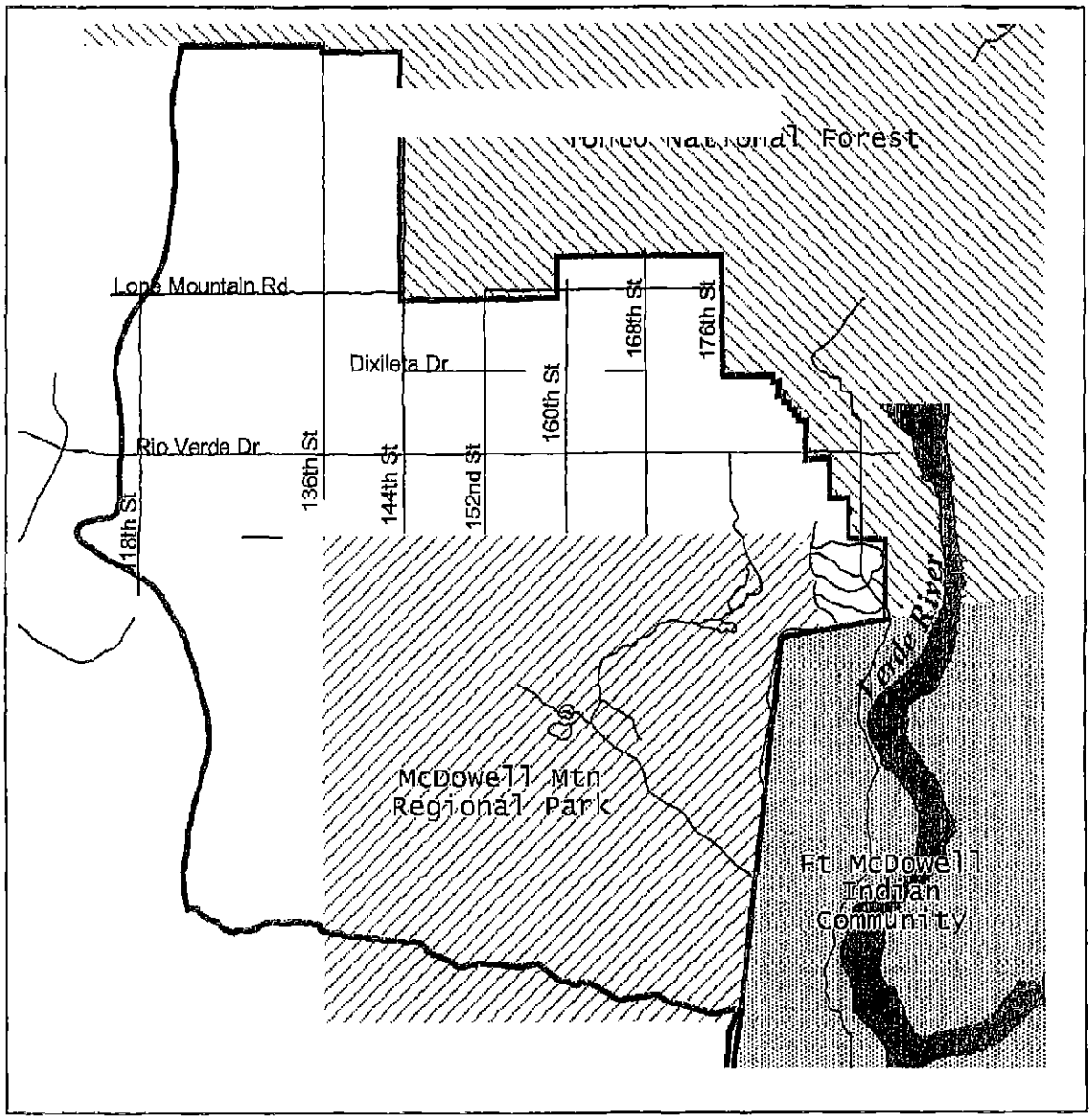
Chairman, Board of Directors

ATTEST:

Clerk of the Board

Enclosure: Map of the Rio Verde Area

Enclosure 1. Rio Verde Area Site Map



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20060483131 04/11/2006 11:32
ELECTRONIC RECORDING

14670-26-1-1--
jamesc

When recorded, return to:

Carolyn Jagger, City Clerk
and Deborah Robberson, City Attorney
The City of Scottsdale
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

City of Scottsdale Agreement No. 2006-019-COS

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 4th day of April 2006, by and between McDowell Mountain Back Bowl, LLC, an Illinois limited liability company ("the Owner") and the City of Scottsdale, Arizona, an Arizona municipal corporation ("the City"), collectively ("the Parties"). This Agreement is entered into pursuant to City Resolution Number 6854.

RECITALS

WHEREAS, Arizona Revised Statutes Section 9-500.05 authorizes the City to enter into development agreements with lands and persons having an interest in real property that is located in the City;

WHEREAS, the Owner owns approximately three hundred and thirty (330) acres of real property located roughly at the north east corner of E. Pinnacle Peak Road Alignment and N. 122nd Street Alignment and north up to the Happy Valley Road Alignment ("the Property"), which is more specifically described herein in Exhibit A;

WHEREAS the Property was the subject of Zoning Case No. 1-ZN-2005, seeking to amend development standards and grant the Owner a discretionary density increase;

WHEREAS, the Owner has made a commitment to area residents and the City that it will dedicate a new street right-of-way to the north of the Property and desires to enter into an agreement with the City in order to gain approval for this development and Zoning Case No. 1-ZN-2005;

WHEREAS, the City desires to obtain dedicated street right-of-way to provide a connection between 118th Street and 128th Street at no expense to the City;

WHEREAS, this Agreement is consistent with the portions of the City's General Plan applicable to the Property on the date this Agreement is executed; and

WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 6854.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation. The recitals set forth above and the exhibits attached hereto are hereby incorporated by this reference.

2. Interest of The Owner. The Owner warrants that it is the fee title Owner of the Property and as such is authorized to enter into the Agreement with the City.

3. Amended Development Standards: Development shall conform with the amended development standards and stipulations approved in Zoning Case 1-ZN-2005, attached as Exhibit B. Any change to the development standards shall be subject to subsequent public hearings before the Planning Commission and City Council.

4. Dedications and Circulation: Owner shall, at its' sole expense, and prior to the City's final plat approval, dedicate the right-of-way set forth in the approved Stipulations for Zoning Case 1-ZN-2005, attached hereto as Exhibit B, pertaining to right-of-way for that portion of Ranch Gate Road extending from 120th Street (west line of Section 2) to 128th Street (east line of section 2). The Owner shall further, at its' sole expense and prior to the City's final plat approval, dedicate a public access easement for the purpose of providing a multi-use trail connection from Alameda to 128th Street through the Property. The Owner will also provide emergency access through the Property. If such dedications and conditions do not occur, the City will not approve

a final plat for the Property.

5. Street Master Plan. The Owner shall submit a case to amend the Street Master Plan to be in compliance with this Development Agreement and Zoning Case 1-ZN-2005 prior to final plat.

6. Term. This Agreement shall be effective as of its recordation, and shall continue in full force and effect until extinguished by the City or mutual written agreement of the Parties.

7. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:	Carolyn Jagger, City Clerk Deborah Robberson, City Attorney City of Scottsdale 3939 North Drinkwater Boulevard Scottsdale, Arizona 85251
If to the Owner:	McDowell Mountain Back Bowl, LLC C/O Theresa O. Frankiewicz 3600 Thayer Court, Suite100 Aurora, Illinois 60504

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the U.S. Postal Service in the manner set forth above.

7. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8. Headings. The descriptive headings of the paragraphs of the Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

9. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing the Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

10. Entire Agreement. The Agreement, including its exhibits, constitutes the entire Agreement between the Parties. This provision applies only to the entirety of Agreement No. 2005-011-COS; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

11. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Maricopa County Recorder.

12. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the Parties hereby waive any right to object to such venue.

13. Recordation of this Agreement and any Subsequent Amendment or Cancellation. This Agreement, and any amendment or cancellation of it, shall be recorded in the official records of the Maricopa County Recorder, no later than ten (10) days after the City and the Owner execute such Agreement, amendment, or cancellation, as required by A.R.S. Section 9-500.05.

14. Attorneys' Fees and Costs. If either Party brings a legal action either because of a breach of the Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

15. Inurement. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Owner's successors in interest and assigns, in accordance with A.R.S. Section 9-500.05(D). This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in all or part of the Property.

16. Notice of Conveyance or Assignment. The Owner must give notice to the City of any sale of the entire Property, at least ten (10) days prior to the effective date of the sale.

17. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and no person or entity not a Party hereto shall have any right or cause of action hereunder.

18. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

THE CITY OF SCOTTSDALE:
an Arizona municipal corporation

ATTEST:

By: _____
Carolyn Jagger, City Clerk

By: _____
Mary Manross, Mayor

APPROVED AS TO FORM:

THE CITY OF SCOTTSDALE:
an Arizona municipal corporation

By: _____
Deborah Robberson, City Attorney

THE MCDOWELL MOUNTAIN BACK BOWL, LLC:

By: _____

Theresa O. Frankiewicz

As its: Authorized Representative

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 4th day of April, 2006, by Mary Manross, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

_____
Notary Public

My Commission Expires

OFFICIAL SEAL
NANCY L. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 28, 2009

STATE OF ILLINOIS)
) ss.
County of DuPage)

The foregoing instrument was acknowledged before me this 17th day of February, 2006, by Theresa Frankiewicz, on behalf of McDowell Mountain Back Bowl, LLC.

Linda Mendrala
Notary Public

My Commission Expires

12/03/07

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

Escrow/Title No. 2600698 04

Parcel 1:

Parcel 10, THE GOLDIE BROWN PINNACLE PEAK RANCH, UNIT ONE, according to Book 191 of Maps, page 26, records of Maricopa County, Arizona;

EXCEPT all minerals in all of said land except the South half of the South half as reserved to the United States of America in the Patent recorded in Docket 304, page 447

Parcel 2:

Parcel No. 14, GOLDIE BROWN PINACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 Of Maps, Page 26;

EXCEPT the West half of the West half; and

EXCEPT all minerals as reserved in the Patent.

Parcel 3:

WEST HALF OF PARCEL NO. 11, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26 RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT.

Parcel 4:

East half of Parcel 2, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26.

Parcel 5:

East half of PARCEL NO. 15, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26;

EXCEPT all minerals as reserved in the Patent.

Parcel 6:

Parcel 6, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona;

EXCEPT that part of the South half of the Northeast quarter of the Southwest quarter of Section Eleven, Township Four North, Range Five East of The Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at a G.L.O. Brass Cap that marks the South quarter section corner;

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thence North 00 degrees 00 minutes 55 seconds West, 1321.65 feet to a 5/8" bar that marks the TRUE POINT OF BEGINNING for this parcel;

thence South 89 degrees 55 minutes 33 seconds West, 454.83 feet to a 5/8" bar;

thence 97.81 feet along a curve to the right of 193.18 foot radius to a 5/8" bar;

thence North 61 degrees 03 minutes 15 seconds West, 119.75 feet to a 5/8" bar;

thence 98.84 feet along a curve to the left of 929.48 foot radius of a 5/8" bar;

thence North 67 degrees 12 minutes 45 seconds West, 66.80 feet to a 5/8" bar;

thence 173.47 feet along a curve to the left of 141.28 foot radius to a 5/8" bar;

thence South 42 degrees 12 minutes 16 seconds West, 57.95 feet to a 5/8" bar;

thence 187.16 feet along a curve to the right of 226.09 foot radius to a 5/8" bar;

thence South 89 degrees 55 minutes 33 seconds West, 149.38 feet to a 5/8" bar that marks the Southwest corner of the parcel;

thence North 0 degrees 00 minutes 33 seconds East, 661.31 feet to a 5/8" bar that marks the Northwest corner of this parcel;

thence South 89 degrees 55 minutes 02 seconds East, 1319.71 feet to a 5/8" bar that marks the Northeast corner of the parcel;

thence South 0 degrees 00 minutes 55 seconds East, 661.51 feet to the Southeast corner of the parcel and the TRUE POINT OF BEGINNING.

EXCEPT all minerals as reserved in the patent.

Parcel 7:

PARCEL 1, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, page 26, records of Maricopa County, Arizona;

EXCEPT all minerals as reserved in the patent.

Parcel 8:

EAST HALF OF PARCEL NO. 11, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT all minerals as reserved in the patent.

Parcel 9:

West half of Parcel No. 7, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to

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the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26;

EXCEPT all minerals as reserved in the Patent.

Parcel 10:

That part of Parcel 6, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, page 26, records of Maricopa County, Arizona, described as follows:

A parcel located in the South half of the Northeast quarter of the Southwest quarter of Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County Arizona.

BEGINNING at a G.L.O. Brass Cap that marks the South quarter section corner;

thence North 0 degrees 00 minutes 55 seconds West, 1,321.65 feet to a 5/8" bar that marks the TRUE POINT OF BEGINNING for this parcel;

thence South 89 degrees 55 minutes 33 seconds West, 454.83 feet to a 5/8"bar;

thence 97.81 feet along a curve to the right of 193.18 foot radius to a 5/8" bar;

thence North 61 degrees 03 minutes 15 seconds West, 119.75 feet to a 5/8" bar;

thence 98.84 feet along a curve to the left of 929.48 foot radius to a 5/8" bar;

thence North 67 degrees 12 minutes 45 seconds West, 66.80 feet to a 5/8" bar;

thence 173.47 feet along a curve to the left of 141.28 foot radius to a 5/8" bar;

thence South 42 degrees 12 minutes 16 seconds West, 57.95 feet to a 5/8" bar;

thence 187.16 feet along a curve to the right of 226.09 foot radius to a 5/8" bar;

thence South 89 degrees 55 minutes 33 seconds West, 149.38 feet to a 5/8" bar that marks the Southwest corner of the parcel;

thence North 0 degrees 00 minutes 33 seconds East, 661.31 feet to a 5/8" bar that marks the Northwest corner of this parcel;

thence South 89 degrees 55 minutes 02 seconds East, 1,319.71 feet to a 5/8" bar that marks the Northeast corner of the parcel;

thence South 0 degrees 00 minutes 55 seconds East, 661.51 feet to the Southeast corner of the parcel and the TRUE POINT OF BEGINNING.

Parcel 11:

West half of Parcel NO. 15, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision

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recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona;

EXCEPT all minerals as reserved in the patent.

Parcel 12:

East half of Parcel 7, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191, Page 26.

Parcel 13:

PARCEL NO. 3, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT.

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SCHEDULE B - SECTION 1

REQUIREMENTS

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The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate to be insured.

2. Instruments in insurable form which must be executed, delivered and duly filed for record:

SPECIAL REQUIREMENTS:

L Note: See attached 13 tax sheets

M 1. **NOTE:** Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

(a) Print must be ten-point type or larger.

(b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. **The margin must be clear of all information including but not limited to, notaries, signatures, page numbers.**

(c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length

N 2. **NOTE:** Arizona notaries who have renewed their commission after July 20, 1996 **MUST** use an ink seal, embosser seals will not be accepted subsequent to such renewal. Out of Country Notaries refer to http://travel.state.gov/hague foreign docs.html.

O End of Requirements

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SCHEDULE B - SECTION 2

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Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the commitment.

2. Any American Land Title Association Policy issued pursuant hereto (except extended coverage) will contain under Schedule B the standard exceptions set forth at the inside cover hereof.

SPECIAL EXCEPTIONS:

B 1. Taxes for the second half of the year 2005, due on March 1, and delinquent on May 1, of the year 2006 (A lien not yet due, but payable)

K 2. Taxes for the full year 2006; first half due on October 1, and delinquent on November 1, of said year; second half due on March 1, and delinquent on May 1, of the year 2007 (A lien not yet due and payable)

A 3. Reservations or exceptions in the Patent to said land or in Acts authorizing the issuance thereof.

C 4. Water rights, claims or title to water, whether or not shown by the public records

D 5. Easements and rights incident thereto as set forth on the recorded plat of said subdivision

E 6. Conditions, covenants and restrictions (but omitting, if any, such conditions, covenants or restrictions based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) contained in instrument recorded in Docket 12325, page 528

F 7. Resolution No. 5447 of the City of Scottsdale in Recording No. 00-0034297, records of Maricopa County, Arizona

G 8. Reservations of Easement in Recording No. 00-0034297

H 9. Memorandums relating to Abandonment of Steets contained in Recording Nos. 2004-1264259; 2004-1214265; 2004-1264268; 2004-1264272; 2004-1264277 and 2004-1270836 (Affects Parcel Nos. 2, 4, 5, 7, 11, and 13)

I 10. Rights of lessees under unrecorded leases

J End of Schedule B

STIPULATIONS FOR CASE 1-ZN-2005

PLANNING/ DEVELOPMENT

1. CONFORMANCE TO SITE PLAN. Development shall conform with the site plan submitted by LVA Urban Design Studio, LLC and dated 10/04/05 by City staff. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.

2. MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. The number of dwelling units on the site shall not exceed 122 units without subsequent public hearings before the Planning Commission and City Council.

3. CONFORMANCE TO AMENDED DEVELOPMENT STANDARDS. Development shall conform with the amended development standards dated 11/15/05 by City staff and attached as Attachment 1A. Any change to the development standards shall be subject to subsequent public hearings before the Planning Commission and City Council.

4. PEDESTRIAN CIRCULATION PLAN. With the Development Review Board submittal, the developer shall submit a Pedestrian Circulation Plan for the site, which shall be subject to city staff approval. **THIS PLAN SHALL ENCOURAGE WALKING WITHIN AND THROUGH THE DEVELOPMENT. IT SHALL SHOW LOCATION, WIDTH, AND DESIGN CONCEPTS FOR ALL PEDESTRIAN WALKWAYS (PATHS, TRAILS, AND/OR SIDEWALKS), FORMING A CONTINUOUS USABLE SYSTEM LINKED TO SPECIFIED TRAILS, COMMUNITY CENTER, AND DEVELOPMENT ENTRIES. THE PEDESTRIAN CIRCULATION SYSTEM SHALL ALSO TAKE INTO ACCOUNT ACCESS FOR PEDESTRIANS WITH DISABILITIES.**

5. RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE. The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.

6. **PERIMETER WALLS. THERE SHALL BE NO PERIMETER SITE WALLS. DECORATIVE WALLS SHALL BE ALLOWED ONLY AT PROJECT ENTRY GATES AND NECESSARY SCREENING OF UTILITY FACILITIES.**

ENVIRONMENTAL DESIGN

1. NATURAL AREA OPEN SPACE – QUANTITY. There shall be a minimum of 205 acres of NAOS dedicated on the site.

2. NATURAL AREA OPEN SPACE – LOCATION. NAOS shall be dedicated on site, to the satisfaction of City staff, in general conformance with the City's NAOS Priority Areas maps and the Preliminary NAOS Exhibit prepared by LVA Urban Design Studio, LLC dated 10/04/05 by City staff.

CIRCULATION MASTER PLAN

1. MASTER CIRCULATION PLAN. With the Development Review Board submittal, the developer shall submit a Master Circulation Plan for the site, which shall be subject to city staff approval.

This plan shall indicate the internal street layout, off-site improvements, street cross sections, public trail locations, access for surrounding parcels, internal roadway easements to be abandoned, and existing and projected traffic volumes.

CIRCULATION

1. STREET CONSTRUCTION. Before issuance of any **RESIDENTIAL BUILDING PERMITS** for the site, the developer shall dedicate the following right-of-way and construct the following street improvements, in conformance with the Design Standards and Policies Manual:

Street Name/Type	Dedications	Improvements	Notes
Happy Valley Road/ 118th Street Minor Arterial	None	Half street; Fig. 5,3-4, 36' CL-BC	A, G
Alameda Road Minor Collector	50' full street	26' BC-BC	B
Ranch Gate Road Local Collector	50' full street	Full street, Fig. 5.3-16, 28' BC-BC	C, G
128th Street Minor Collector	40' half street	**BICYCLE LANES**	D
122nd Street Local Residential	20' half	None	E
126th Street Local Residential	20' half	None	E
Mariposa Grande Dr. Local Residential	20' half	None	E
Internal Streets Local Residential	40' tract (Private Street)	Full street, Fig. 5.3-19, 24 ft BC to BC	F, G

A. The developer shall construct the extension of Happy Valley Road/118th Street from its current termination to Jomax Road prior to the elimination of Alameda Road from the Street Classification Map. The improvement shall consist of a minimum of two lanes and shall transition to the existing improvements at the southern end.
B. Alameda Road shall be extended from its current termination to the proposed development gate as a public street. The cross section shall match the existing improvements to the west.
C. The developer shall construct Ranch Gate Road from Happy Valley Road to 128th Street prior to the elimination of Alameda Road from the Street Classification Map. The improvements shall include a minimum 4-foot wide trail along the south side of the street within the right-of-way or a public access easement.
D. In lieu of improvements for 128th Street, the developer will construct 118th Street from its current termination point to Jomax Road. The right-of-way requirement for 128th Street reflects the Rural/ESL Character cross section with trail, **AND SHALL INCLUDE BICYCLE LANES.**
E. Public right-of-way shall be required along these street alignments unless determined to be not necessary at the time of preliminary plat approval. No street improvements shall be required along these local residential streets.
F. The local residential street cross section shall include minimum 6 foot shoulders.
G. The street cross sections shall be as indicated unless an alternative cross section is approved in the master circulation plan.
H. DESIGN AND CONSTRUCTION OF ALL PUBLIC AND PRIVATE STREETS SHALL BE CONSISTENT WITH GUIDELINES SPECIFIED IN THE DYNAMITE FOOTHILLS CHARACTER AREA PLAN.
I. A SCENIC CORRIDOR EASEMENT WITH AN AVERAGE WIDTH OF ONE HUNDRED TWENTY FIVE (125) FEET AND MINIMUM WIDTH OF ONE HUNDRED (100) FEET SHALL

BE PROVIDED ALONG 128TH STREET.

2. IN LIEU PAYMENTS. At the direction of city staff, before issuance of any building permit for the site, the developer shall not construct the street improvements specified by the **Notes** in the stipulation above, but shall make an in lieu payment to the city. Before any final plan approval, the developer shall submit an engineer's estimate for plan preparation, design and construction costs for the specified half street, including pavement with curb and gutter, and any required drainage structures. The in lieu payment shall be based on this estimate, plus five percent (5%) contingency cost and other incidental items, as determined by city staff. **THE DEVELOPER SHALL BE REQUIRED TO CONSTRUCT HAPPY VALLEY/118TH STREET AND RANCH GATE ROAD; IN-LIEU PAYMENTS SHALL NOT BE AN OPTION FOR THESE STREETS.**

3. CONSTRUCTION ACCESS RESTRICTIONS.
ALAMEDA ROAD SHALL NOT BE UTILIZED FOR CONSTRUCTION ACCESS RELATED TO THE CONSTRUCTION OF THE RESIDENCES WITHIN THIS PROJECT. HOWEVER, TEMPORARY CONSTRUCTION ACCESS WILL BE ALLOWED ON ALAMEDA FOR THE CONSTRUCTION OF THE SUBDIVISION IMPROVEMENTS AND AMENITIES FOR THIS PROJECT UNTIL SUCH TIME THAT RANCH GATE ROAD IS COMPLETED AND AVAILABLE FOR USE OR FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS AS MEASURED FROM THE DATE THE FIRST GRADING PERMIT IS ISSUED FOR THE SUBDIVISION. FURTHERMORE, CONSTRUCTION TRAFFIC USE OF ALAMEDA WILL BE RESTRICTED TO THE HOURS OF 6:30 AM TO 6:30 PM MONDAY THROUGH FRIDAY AND 9:00 AM TO 5:00 PM SATURDAY WITH NO CONSTRUCTION TRAFFIC USE ON SUNDAY. THIS RESTRICTION IS THE RESULT OF AGREEMENTS MADE BETWEEN THE APPLICANT AND ADJACENT RESIDENTS. 128TH STREET OR OTHER ROUTE ACCEPTABLE TO THE CITY MAY BE USED FOR CONSTRUCTION ACCESS AT THE END OF THE AFOREMENTIONED PERIOD SHOULD RANCH GATE ROAD BE UNAVAILABLE. THIS STIPULATION MAY BE AMENDED AS DEEMED NECESSARY WITH THE CONCURRENCE OF CITY STAFF.

4. RIGHT-OF-WAY ABANDONMENT. With the final plat submittal, the developer shall submit an application to abandon any existing right-of-way, Goldie Brown roadway easements, and GLO Patent roadway easements that are not to be incorporated in the site street system. The city makes no commitment to approve the application for abandonment.

5. EXCEPTION PARCEL ACCESS. Before any final plan approval, the developer shall dedicate an extension of the private street tracts or public right-of-way to provide acceptable access to the following exception parcels: APN 217-01-023D, 217-01-023E, 217-01-023F, 217-01-023G, & 217-01-011A. The access shall be in a form acceptable to city staff or as approved in the master circulation plan. Documentation shall be provided from any of these property owners that will utilize private street access indicating their consent to eliminate their public access prior to city approval of the abandonment of the public roadway easements.

6. MULTI-USE TRAIL. Before any certificate of occupancy is issued for the site, the developer shall dedicate and construct the following trails:
   a. A minimum 4-foot wide multi-use trail along the west side of 128th Street within the required right-of-way.
   b. A minimum 4-foot wide **PUBLIC** multi-use trail within a 25-foot wide easement connecting the main development gate on the west side of the property to 128th Street.
   c. A minimum 4-foot wide multi-use trail along the south side of Ranch Gate Road as noted above.

   The alignment of these trails shall be subject to approval by the city's Trails Planner prior to dedication. The trail shall be designed in conformance with the Design Standards and Policies Manual - Landscaping and Parks.

7. PRIVATE STREET CONSTRUCTION. All private streets shall be constructed to full public street standards, except equivalent construction materials or wider cross-sections may be approved by

city staff. In addition, all private streets shall conform to the following requirements:

A. No internal private streets shall be incorporated into the city's public street system at a future date unless they are constructed, inspected, maintained and approved in conformance with the city's public street standards. Before any lot is sold, the developer shall record a notice satisfactory to city staff indicating that the private streets shall not be maintained by the city.
B. Before issuance of any certificate of occupancy for the site, the developer shall post access points to private streets to identify that vehicles are entering a private street system.
C. Secured access shall be provided on private streets only. The developer shall locate security gates a minimum of 75 feet from the back of curb to the intersecting street. The developer shall provide a vehicular turn-around between the public street and the security gate.

DRAINAGE AND FLOOD CONTROL

1. CONCEPTUAL DRAINAGE REPORT. With the Development Review Board submittal, the developer shall submit a conceptual drainage report and plan subject to city staff approval. The conceptual report and plan shall conform to the approved Storm Water Waiver request (Plan Check #749-05-1), and the Design Standards and Policies Manual - Drainage Report Preparation.

WATER

1. BASIS OF DESIGN REPORT (WATER). Before the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a basis of design report and plan subject to Water Resources Department approval. The basis of design report shall conform to the approved Master Plan (Plan Check #749-05), and the Design Standards and Policies Manual. In addition, the basis of design report and plan shall:

   a. Identify the location, size, condition and availability of existing water lines and related water related facilities such as water valves, water services, fire hydrants, back-flow prevention structures, etc.
   b. Identify the timing of and parties responsible for construction of all water facilities.
   c. Include a complete description of requirements relating to project phasing.

2. APPROVED BASIS OF DESIGN REPORT. Before the improvement plan submittal to the Project Quality/Compliance Division, the developer shall have obtained approval of the Basis of Design Report.

3. WATERLINE EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code the Design Standards and Policies Manual, all water easements necessary to serve the site.

WASTEWATER

1. BASIS OF DESIGN REPORT (SANITARY SEWER).). Before the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a basis of design report and plan subject to Water Resources Department approval. The basis of design report shall be in conformance with the approved Master Plan (Plan Check #749-05), and the Design Standards and Policies Manual. In addition, the basis of design report and plan shall:

   a. Identify the location of, the size, condition and availability of existing sanitary sewer lines and wastewater related facilities.
   b. Identify the timing of and parties responsible for construction of all sanitary sewer facilities.
   c. Include a complete description of requirements relating to project phasing.

2. APPROVED BASIS OF DESIGN REPORT. Before the improvement plan submittal to the Project Quality/Compliance Division, the developer shall have obtained approval of the Basis of Design Report.

3. SANITARY SEWER EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all sewer easements necessary to serve the site.

4. CONVEYANCE OF TRACTS/LOTS. Unless otherwise agreed to in writing by the Asset Management Coordinator, each tract or lot dedicated to the city shall be:
conveyed by a general warranty deed, and
accompanied by a title policy in favor of the city, both to the satisfaction of city staff as designated by the Asset Management Coordinator.

ADDITIONAL INFORMATION FOR CASE 1-ZN-2005

PLANNING/DEVELOPMENT

1. FINAL LOT LOCATION. The specific location of each lot shall be subject to Development Review Board approval.

2. DEVELOPMENT REVIEW BOARD. The City Council directs the Development Review Board's attention to:

   a. a plan indicating the treatment of washes and wash crossings,
   b. wall design,
   c. improvement plans for common open space, common buildings and/or walls, and amenities such as ramadas, landscape buffers on public and/or private property (back-of-curb to right-of-way or access easement line included).
   d. major stormwater management systems, and
   e. walls adjacent to NAOS tracts and corridors.

3. NOTICE TO PROSPECTIVE BUYERS. The developer shall give the following information in writing to all prospective buyers of lots on the site:

   a. The development's private streets shall not be maintained by the city.
   b. The city shall not accept any common areas on the site for ownership or maintenance.

4. BOULDER AND ROCK OUTCROPS PROTECTION. The protection and maintenance of boulder and rock outcrops shall be subject to Development Review Board approval.

5. NATIVE PLANT PRESERVATION. The owner shall secure a native plant permit as defined in the Scottsdale Revised Code for each parcel. City staff will work with the owner to designate the extent of the survey required within large areas of proposed undisturbed open space. Where excess plant material is anticipated, those plants shall be offered to the public at no cost to the owner in accordance with state law and permit procedure or may be offered for sale.

3. NATURAL AREA OPEN SPACE (NAOS) – IDENTIFICATION. With the Development Review Board submittal, the developer shall submit a plan for the site identifying the required NAOS and a table identifying, as to each lot and tract, the required amount of NAOS, the percentage of slope, and the type of land form. (upper desert or hillside)

4. NATURAL AREA OPEN SPACE – DEDICATION, CONVEYANCE AND MAINTENANCE. With the Development Review Board submittal, the developer shall submit documents, to the satisfaction of City staff, showing that all required NAOS shall be dedicated or conveyed in conformance with the Scottsdale Revised Code and permanently maintained as NAOS.

5. NATURAL AREA OPEN SPACE – STAKING. Before issuance of any building permit for the site, the developer shall survey all NAOS boundaries and stake all boundaries between NAOS areas and development, in conformance with the approved grading plan. Such surveying and staking shall be subject to inspection and approval prior to construction in each development phase.

6. NATURAL AREA OPEN SPACE – PROTECTION DURING CONSTRUCTION. Before any construction on a lot, the developer shall protect the NAOS on and adjacent to the lot to the satisfaction of city staff, so that access to the construction is within the construction envelope or designated driveway.

7. NATURAL AREA OPEN SPACE – ADJACENT FENCES. All fences located adjacent to NAOS

shall be constructed as view fences with three (3) feet or less of solid, opaque wall above the natural grade.

8. NATURAL AREA OPEN SPACE – REVEGETATION. Before final site inspection, the developer shall revegetate NAOS in conformance with the Scottsdale Zoning Ordinance, to the satisfaction of city staff.

9. BOULDERS AND BEDROCK OUTCROPS. With the Development Review Board submittal, the developer shall submit a plan identifying all boulders larger than four (4) feet in diameter and all bedrock outcrops. Boulders and bedrock outcroppings that meet the minimum standards for protection as defined in Scottsdale Zoning Ordinance shall be protected by a boulder easement encompassing the boulder or bedrock outcropping and extending twenty (20) feet from the perimeter of the boulder or bedrock outcrop.

10. HEIGHT OF NON-INDIGENOUS PLANT MATERIAL. Non-indigenous plant material which has the potential to reach a mature height greater than twenty (20) feet shall not be planted on the site. A plant list that complies with this stipulation is subject to Development Review Board approval. The developer shall state this stipulation on the final plans.

11. NON-PROTECTED NATIVE PLANTS. Native plants which are not protected by the Scottsdale Revised Code native plant provisions, but which are necessary for on-site revegetation, are suitable for transplanting, or are necessarily uprooted for road building or similar construction, as determined by city staff, shall be stockpiled during construction and shall be replanted in on-site landscape areas by the developer before the final site inspection.

12. LOCATION OF INTERNAL STREETS AND DRIVEWAYS. Before the Development Review Board submittal, the developer shall stake the alignments for all internal streets and driveways subject to inspection by city staff to confirm that the proposed alignments result in the least environmental and hydrological impact. The Zoning Administrator may approve the use of rectified aerial photographs in lieu of on-site staking.

13. MAINTENANCE AND PRESERVATION – RECORDED AGREEMENT. Before any building permit for the site is issued, the developer shall record an agreement, satisfactory to city staff, detailing the maintenance and preservation by the developer and its successors of all common areas, landscape buffers, natural areas, drainage easements and private access ways on the site and abutting rights-of-way. These designated areas shall not be accepted for maintenance or be accepted for ownership by the city without the approval of the City Council.

14. FINAL CONSTRUCTION ENVELOPES. Before issuance of any building permit for the site, the developer shall stake the construction envelopes for inspection by city staff. All construction shall take place inside the construction envelopes. With the preliminary plat submittal, the developer shall submit an unrecorded supplemental document identifying the construction (building) envelopes for review by City staff.

ENGINEERING

1. FEES. The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.

2. STREET CONSTRUCTION STANDARDS. The streets for the site shall be designed and constructed to the standards in the Design Standards and Policies Manual.

3. CITY CONTROL OF ACCESS. The city retains the right to modify or void access within city right-of-way. The city's responsibility to promote safe conditions for the traveling public takes precedence over the stipulations above.

2. STORMWATER STORAGE WAIVER: The developer currently has a stormwater storage waiver being evaluated by the city staff (Plan Check #749-05-1). It has not been approved at this time. The stormwater storage waiver for this project must have City of Scottsdale approval prior to the preliminary plat submittal.

3. STORM WATER STORAGE EASEMENTS. With the Development Review Board submittal, the developer shall submit a site plan subject to city staff approval. The site plan shall include and identify tracts with easements dedicated for the purposes of storm water storage, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.

4. DRAINAGE EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all drainage easements necessary to serve the site.

VERIFICATION OF COMPLIANCE

1. REQUIRED SPECIAL INSPECTIONS. Before the approval of the improvement plans, the Project Quality/Compliance Division staff shall specify those drainage facilities that shall be required to have Special Inspections. See Section 2-109 of the Design Standards and Policies Manual for more information on this process.

2. CONDITION FOR ISSUANCE OF GRADING & DRAINAGE PERMIT. Before the issuance of a Grading & Drainage Permit:

   a. The developer shall certify to the Project Quality/Compliance Division, that it has retained an Inspecting Engineer by completing Part I (Project Information) and Part II (Owner's Notification of Special Inspection) of the Certificate of Special Inspection of Drainage Facilities (CSIDF); and,
   b. The Inspecting Engineer shall seal, sign and date Part III (Certificate of Responsibility) of the CSIDF.

3. CONDITION FOR ISSUANCE OF CERTIFICATE OF OCCUPANCY AND/OR LETTER OF ACCEPTANCE. Before the issuance of a Certificate of Occupancy and/or a Letter of Acceptance:

   a. The Inspecting Engineer shall seal, sign and date the Certificate of Compliance form.
   b. The developer shall submit all required Special Inspection Checklists and the completed Certificate of Compliance form to the Inspection Services Division. The Certificate of Compliance form shall be sealed, signed and dated by the Inspecting Engineer, and shall be attached to all required Special Inspection Checklists completed by the Inspecting Engineer.

4. AS-BUILT PLANS. City staff may at any time request the developer to submit As-built plans to the Inspection Services Division. As-built plans shall be certified in writing by a registered professional civil engineer, using as-built data from a registered land surveyor. As-built plans for drainage facilities and structures shall include, but are not limited to, streets, lot grading, storm drain pipe, valley gutters, curb and gutter, flood walls, culverts, inlet and outlet structures, dams, berms, lined and unlined open channels, storm water storage basins and underground storm water storage tanks, bridges as determined by city staff.

OTHER REQUIREMENTS

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS. All construction activities that disturb five or more acres, or less than five acres if the site is a part of a greater common plan, shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities. [NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100. Contact Region 9 of the U.S. Environmental Protection Agency at 415-744-1500, and the Arizona Department of Environmental Quality at 602-207-4574 or at web site http://www.epa.gov/region.

   The developer shall:
   a. Submit a completed Notice of Intent (NOI) to the EPA.
   b. Submit a completed Storm Water Pollution Prevention Plan (SWPPP) to the EPA.

2. NOTICE OF INTENT (NOI). With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a copy of the NOI.

3. SECTION 404 PERMITS. With the improvement plan submittal to the Project Quality/Compliance Division, the developer' engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]

4. DUST CONTROL PERMITS. Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county 602-507-6727 for fees and application information.

5. UTILITY CONFLICT COORDINATION. With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a signed No Conflict form (not required for city owned utilities) from every affected utility company.

6. ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS (ADEQ). The developer shall be responsible for conformance with ADEQ regulations and requirements for submittals, approvals, and notifications. The developer shall demonstrate compliance with Engineering Bulletin #10 *Guidelines for the Construction of Water Systems*, and Engineering Bulletin #11 *Minimum Requirements for Design, Submission of Plans, and Specifications of Sewerage Works*, published by the ADEQ. In addition:

   a. Before approval of final improvement plans by the Project Quality/Compliance Division, the developer shall submit a cover sheet for the final improvement plans with a completed signature and date of approval from the Maricopa County Environmental Services Department (MCESD).
   b. Before issuance of encroachment permits by city staff, the developer shall provide evidence to city staff that a Certificate of Approval to Construct Water and/or Wastewater Systems has been submitted to the MCESD. This evidence shall be on a document developed and date stamped by the MCESD staff.
   c. Before commencing construction, the developer shall submit evidence to city staff that Notification of Starting Construction has been submitted to the MCESD. This evidence shall be on a document developed and date stamped by the MCESD staff.

d. Before acceptance of improvements by the city Inspection Services Division, the developer shall submit a Certificate of Approval of Construction signed by the MCESD and a copy of the As-Built drawings.
   (1). Before issuance of Letters of Acceptance by the city Inspection Services Division, the developer shall:
   (2). Provide to the MCESD, As-Built drawings for the water and/or sanitary sewer lines and all related facilities, subject to approval by the MCESD staff, and to city staff, a copy of the approved As-Built drawings and/or a Certification of As-Builts, as issued by the MCESD.
   (3). Provide to the MCESD a copy of the Engineers Certificate of Completion with all test results, analysis results, and calculations, as indicated on the form.
   (4). Provide to the MCESD a copy of the Request for Certificate of Approval of Construction of water and/or sanitary sewer lines with all appropriate quantities.
   (5). Provide the city Inspection Services Division a copy of the Certificate of Approval of Construction, as issued by the MCESD.

DEVELOPMENT STANDARDS

SUBDIVISION NAME: *Serena Canyon*
CASE #: 1-ZN-2005
ZONING R1-130 ESL

	ORDINANCE REQUIREMENTS	AMENDED STANDARDS
A. MIN. LOT AREA	130,000 sf	49,000 sf
B. MIN. LOT WIDTH		
1. Standard Lot	200'	150'
2. Flag Lot		20'
C. MAXIMUM BUILDING HEIGHT	24' per ESL	24' per ESL
D. MIN. YARD SETBACKS		
1. FRONT YARD		
• FRONT (to face of building)	60'	45'
• FRONT (to face of garage)	60'	45'
• FRONT (corner lot, side street)	60'	45'
• FRONT (corner lot, adjacent to key lot, side street)	60'	45'
• FRONT (double frontage)	60'	45'
2. SIDE YARD		
• Minimum	30'	22.5'
• Minimum aggregate	60'	45'
3. REAR YARD		
• Standard Depth	60'	45'
E. DISTANCE BETWEEN BUILDINGS (MIN)		
1. Accessory & Main	10'	10'
2. Main Buildings/Adjacent Lots	60'	45'
F. MAXIMUM WALL HEIGHT		
1. FRONT	3'	3'
2. SIDE	8' (1)	8' on PL
3. REAR	8' (1)	8' on PL
G. APPLICABLE ZONING CASES		1-ZN-2005
H. NOTES & EXCEPTIONS		
(1) Individual lot or site walls shall be setback a minimum of fifteen (15) feet from a side or rear property line, per ESL.		

RESOLUTION NO. 6854

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING A DEVELOPMENT AGREEMENT, CONTRACT NO. 2006-019-COS, FOR THE PROPERTY KNOWN AS THE CROWN PROPERTY DEVELOPMENT LOCATED AT THE EAST END OF ALAMEDA ROAD NEAR N. 122ND STREET (NORTHEAST CORNER OF E. PINNACLE PEAK ROAD ALIGNMENT AND N. 122ND STREET ALIGNMENT, NORTH UP TO HAPPY VALLEY ROAD ALIGNMENT).

WHEREAS, Arizona Revised Statutes section 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City;

WHEREAS this Property was the subject of Rezoning Case No. 1-ZN-2005;

WHEREAS, the City and the Owner desire that the continued development of this Property will proceed and provide the best circulation and means of ingress and egress and it is in the best interest of the City and Owner to enter into this development agreement, Agreement No. 2006-019-COS, for this purpose; and

WHEREAS, this development agreement, Agreement No. 2006-019-COS, is consistent with the portions of the City's General Plan applicable to the Property on the date this Agreement is executed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That the Mayor is authorized to sign development agreement, Agreement No. 2006-019-COS;

Section 2. That the City Clerk is hereby directed to record the development agreement, Agreement No. 2006-019-COS, with the Maricopa County Recorder within ten (10) days of its completion and execution by all the Parties.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 4th day of April, 2006.

ATTEST:

By: _____
Carolyn Jagger
City Clerk

CITY OF SCOTTSDALE, an Arizona *municipal corporation*

By: _____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: _____
Deborah Robberson
City Attorney

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070272035 03/06/2007 03:29
ELECTRONIC RECORDING

WHEN RECORDED, RETURN TO:
City of Scottsdale
Planning & Development/Records
7447 E Indian School Rd, Suite 100
Scottsdale, AZ 85251

16215-5-1-1--
Hoyp

CITY OF SCOTTSDALE
PUBLIC UTILITY EASEMENT

PROJECT 5827-06
QS _____

McDowell Mountain Back Bowl, LLC

GRANTOR(S), for valuable consideration, does (do) hereby grant to the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, its successors and assigns, a perpetual easement to construct, operate, and maintain public utilities over, under, and across the following described real estate situated in the City of Scottsdale, State of Arizona and described as follows

A PUBLIC UTILITY EASEMENT AS DESCRIBED ON THE LEGAL DESCRIPTION AND AS DEPICTED ON THE SKETCH ATTACHED HERETO AND MADE PART HEREOF

The **Grantor(s)** hereby covenants that she/he/they is/are lawfully seized and possessed of this aforementioned tract or parcel of land, that she/he/they has/have a good and lawful right to sell and convey it, and that she/he/they will warrant the title and quiet possession thereto against the lawful claim of all persons

DATED this 15th day of January, 2007

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of January, 2007,
by Therese O. Frankiewicz

In witness whereof I hereunto set my hand and official seal

Linda Mendrala
NOTARY PUBLIC

My Commission Expires 12/03/07

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

September 22, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed 8' Public Utility Easement (P.U.E.)

A portion of Parcels 6 and 7 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 228 74 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 1345 06 feet, to the **POINT OF BEGINNING**,
THENCE North 00°03'45" West, a distance of 3 00 feet, to the beginning of a curve,
THENCE northeasterly along said curve, having a radius of 17 00 feet, concave southeasterly, through a central angle of 89°59'59", a distance of 26 70 feet, to the curve's end,
THENCE North 89°56'14" East, a distance of 8 19 feet, to the beginning of a curve,
THENCE easterly along said curve, having a radius of 171 00 feet, concave southerly, through a central angle of 42°01'21", a distance of 125 42 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 159 00 feet, concave northerly, through a central angle of 43°15'44", a distance of 120 06 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 492 00 feet, concave southerly, through a central angle of 14°01'13", a distance of 120 39 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 531 00 feet, concave northerly, through a central angle of 14°44'59", a distance of 136 70 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 569 00 feet, concave southerly, through a central angle of 37°19'08", a distance of 370 61 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 231 00 feet, concave northerly, through a central angle of 67°55'16", a distance of 273 84 feet, to the curve's end,
THENCE North 57°21'59" East, a distance of 117 13 feet, to the beginning of a curve,
THENCE easterly along said curve, having a radius of 17 00 feet, concave southerly, through a central angle of 84°39'42", a distance of 25 12 feet, to a point of reverse curvature,
THENCE southeasterly along said curve, having a radius of 481 50 feet, concave northeasterly, through a central angle of 00°40'28", a distance of 5 67 feet, to the curve's end,
THENCE South 38°38'48" East, a distance of 94 32 feet, to the beginning of a curve,
THENCE southeasterly along said curve, having a radius of 236 50 feet, concave northeasterly, through a central angle of 30°04'33", a distance of 124 14 feet, to a point of reverse curvature,

Parcel Description
Sereno Canyon
Proposed 8' Public Utility Easement (P.U.E.)

September 22, 2006
WP# 062654

See Exhibit "A"

THENCE southeasterly along said curve, having a radius of 291 50 feet, concave southwesterly, through a central angle of 27°32'25", a distance of 140 11 feet, to a point of reverse curvature,
THENCE southeasterly along said curve, having a radius of 563 00 feet, concave southwesterly, through a central angle of 28°47'54", a distance of 282 98 feet, to a point of reverse curvature,
THENCE southwesterly along said curve, having a radius of 17 00 feet, concave northwesterly, through a central angle of 89°38'27", a distance of 26 60 feet, to the curve's end,
THENCE South 77°15'26" West, a distance of 3 37 feet, to a point of intersection with a non-tangent curve,
THENCE northerly along said curve, having a radius of 543 00 feet, concave westerly, whose radius bears South 79°24'46" West, through a central angle of 00°50'40", a distance of 8 00 feet, to a point of intersection with a non-tangent line,
THENCE North 77°15'26" East, a distance of 3 13 feet, to the beginning of a curve,
THENCE northeasterly along said curve, having a radius of 9 00 feet, concave northwesterly, through a central angle of 89°38'27", a distance of 14 08 feet, to a point of reverse curvature,
THENCE northwesterly along said curve, having a radius of 555 00 feet, concave southwesterly, through a central angle of 28°47'54", a distance of 278 96 feet, to a point of reverse curvature,
THENCE northwesterly along said curve, having a radius of 283 50 feet, concave southwesterly, through a central angle of 27°32'25", a distance of 136 27 feet, to a point of reverse curvature,
THENCE northwesterly along said curve, having a radius of 244 50 feet, concave northeasterly, through a central angle of 30°04'33", a distance of 128 34 feet, to the curve's end,
THENCE North 38°38'48" West, a distance of 94 32 feet, to the beginning of a curve,
THENCE northwesterly along said curve, having a radius of 489 50 feet, concave northeasterly, through a central angle of 00°40'28", a distance of 5.76 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 9 00 feet, concave southerly, through a central angle of 84°39'42", a distance of 13 30 feet, to the curve's end,
THENCE South 57°21'59" West, a distance of 117 13 feet, to the beginning of a curve,
THENCE westerly along said curve, having a radius of 239 00 feet, concave northerly, through a central angle of 67°55'16", a distance of 283 32 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 561 00 feet, concave southerly, through a central angle of 37°19'08", a distance of 365 40 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 539 00 feet, concave northerly, through a central angle of 14°44'59", a distance of 138 75 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 484 00 feet, concave southerly, through a central angle of 14°01'13", a distance of 118 44 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 167 00 feet, concave northerly, through a central angle of 43°15'44", a distance of 126 10 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 163 00 feet, concave southerly, through a central angle of 42°01'21", a distance of 119 55 feet, to the curve's end,
THENCE South 89°56'14" West, a distance of 8 19 feet, to the beginning of a curve,
THENCE southwesterly along said curve, having a radius of 9 00 feet, concave southeasterly, through a central angle of 89°59'59", a distance of 14 14 feet, to the curve's end,
THENCE South 00°03'45" East, a distance of 3 00 feet,

Parcel Description
Sereno Canyon
Proposed 8' Public Utility Easement (P.U.E.)

September 22, 2006
WP# 062654

See Exhibit "A"

THENCE South 89°56'14" West, a distance of 8 00 feet, to the **POINT OF BEGINNING**

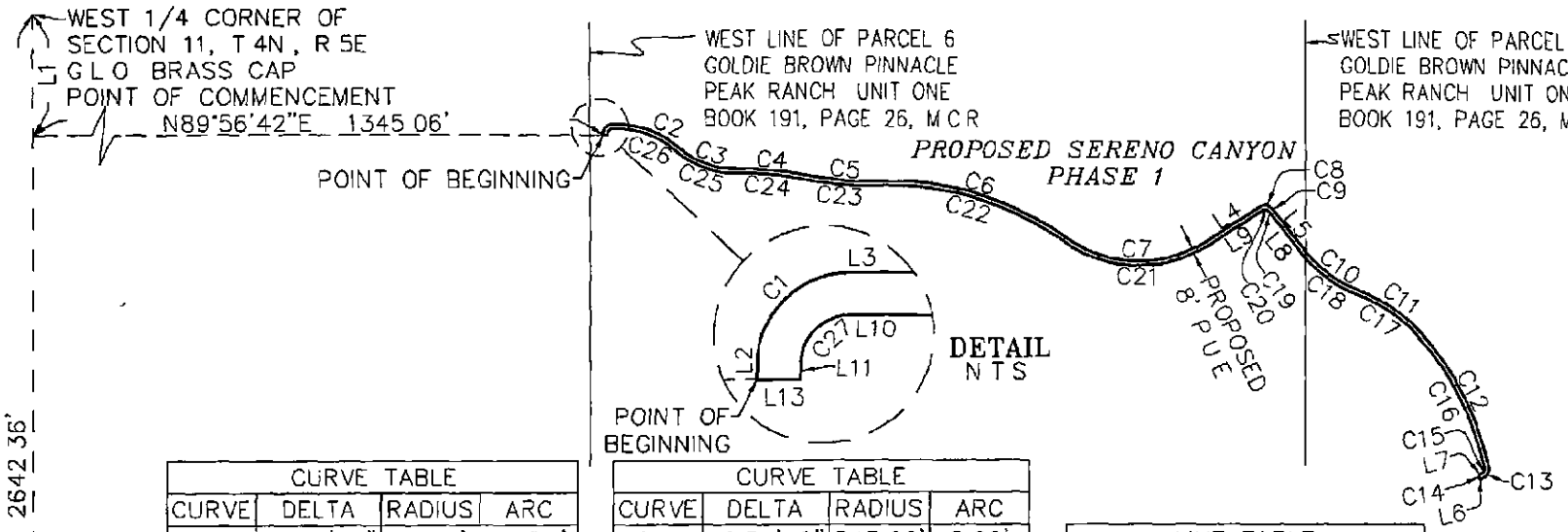
Containing 0 3648 acres, or 15,890 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

Y \WP\Parcel Descriptions\062654 Sereno Canyon Proposed 8' PUE LO2 doc





CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	89°59'59"	17 00'	26 70'
C2	42°01'21"	171 00'	125 42'
C3	43°15'44"	159 00'	120 06'
C4	14°01'13"	492 00'	120 39'
C5	14°44'59"	531 00'	136 70'
C6	37°19'08"	569 00'	370 61'
C7	67°55'16"	231 00'	273 84'
C8	84°39'42"	17 00'	25 12'
C9	00°40'28"	481 50'	5 67'
C10	30°04'33"	236 50'	124 14'
C11	27°32'25"	291 50'	140 11'
C12	28°47'54"	563 00'	282 98'
C13	89°38'27"	17 00'	26 60'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C14	00°50'40"	543 00'	8 00'
C15	89°38'27"	9 00'	14 08'
C16	28°47'54"	555 00'	278 96'
C17	27°32'25"	283 50'	136 27'
C18	30°04'33"	244 50'	128 34'
C19	00°40'28"	489 50'	5 76'
C20	84°39'42"	9 00'	13 30'
C21	67°55'16"	239 00'	283 32'
C22	37°19'08"	561 00'	365 40'
C23	14°44'59"	539 00'	138 75'
C24	14°01'13"	484 00'	118 44'
C25	43°15'44"	167 00'	126 10'
C26	42°01'21"	163 00'	119 55'
C27	89°59'59"	9 00'	14 14'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°03'18"E	228 74'
L2	N00°03'45"W	3 00'
L3	N89°56'14"E	8 19'
L4	N57°21'59"E	117 13'
L5	S38°38'48"E	94 32'
L6	S77°15'26"W	3 37'
L7	N77°15'26"E	3 13'
L8	N38°38'48"W	94 32'
L9	S57°21'59"W	117 13'
L10	S89°56'14"W	8 19'
L11	S00°03'45"E	3 00'
L12	S89°56'14"W	8 00'

SOUTHWEST CORNER OF
SECTION 11, T 4N, R 5E
G L O BRASS CAP

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 9-22-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED 8' PUBLIC UTILITY EASEMENT (P U E)
09-22-06
WP# 062654
PAGE 4 OF 4
NOT TO SCALE
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20070272035

OFFICIAL RECORDS OF
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20070272191 03/06/2007 03:45
ELECTRONIC RECORDING

WHEN RECORDED, RETURN TO:
City of Scottsdale
Planning & Development/Records
7447 E Indian School Rd, Suite 100
Scottsdale, AZ 85251

16216-4-1-1--
Hoyp

CITY OF SCOTTSDALE
PUBLIC UTILITY EASEMENT

PROJECT 5827-06
QS _____

McDowell Mountain Back B.W., LLC

GRANTOR(S), for valuable consideration, does (do) hereby grant to the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, its successors and assigns, a perpetual easement to construct, operate, and maintain public utilities over, under, and across the following described real estate situated in the City of Scottsdale, State of Arizona and described as follows

A PUBLIC UTILITY EASEMENT AS DESCRIBED ON THE LEGAL DESCRIPTION AND AS DEPICTED ON THE SKETCH ATTACHED HERETO AND MADE PART HEREOF

The **Grantor(s)** hereby covenants that she/he/they is/are lawfully seized and possessed of this aforementioned tract or parcel of land, that she/he/they has/have a good and lawful right to sell and convey it, and that she/he/they will warrant the title and quiet possession thereto against the lawful claim of all persons

DATED this 15th day of January, 20 07

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of January, 20 07,
by Therese O Frankiewicz

In witness whereof I hereunto set my hand and official seal

Linda Mendrala
NOTARY PUBLIC

My Commission Expires 12/03/07

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

September 22, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed 8' Public Utility Easement (P.U.E.)

A portion of Parcel 15 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the north quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the northeast corner of said section, a G L O brass cap, bears North 89°54'00" East (basis of bearing), a distance of 2639 60 feet,
THENCE along the north line of said section, North 89°54'00" East, a distance of 642 55 feet,
THENCE leaving said north line, South 00°06'00" East, a distance of 686 66 feet, to the **POINT OF BEGINNING,**
THENCE North 44°38'15" East, a distance of 8 13 feet, to a point of intersection with a non-tangent curve,
THENCE southeasterly along said curve, having a radius of 780 00 feet, concave southwesterly, whose radius bears South 54°57'20" West, through a central angle of 13°49'38", a distance of 188 24 feet, to the curve's end,
THENCE South 21°13'02" East, a distance of 182 01 feet, to a point hereby designated as Point "A" for future reference in this description,
THENCE South 79°52'58" West, a distance of 8 15 feet,
THENCE North 21°13'02" West, a distance of 180 44 feet, to the beginning of a curve,
THENCE northwesterly along said curve, having a radius of 772 00 feet, concave southwesterly, through a central angle of 13°43'09", a distance of 184 85 feet, to the **POINT OF BEGINNING**

TOGETHER WITH

Commencing at said Point "A"
THENCE North 68°46'58" East, a distance of 40 00 feet, to the **POINT OF BEGINNING,**
THENCE North 21°13'02" West, a distance of 102 68 feet,
THENCE North 71°17'06" East, a distance of 8 01 feet,
THENCE South 21°13'02" East, a distance of 102 33 feet,

Parcel Description
Sereno Canyon
Proposed 8' Public Utility Easement (P.U.E.)

September 22, 2006
WP# 062654

See Exhibit "A"

THENCE South 68°46'58" West, a distance of 8 00 feet, to the **POINT OF BEGINNING**

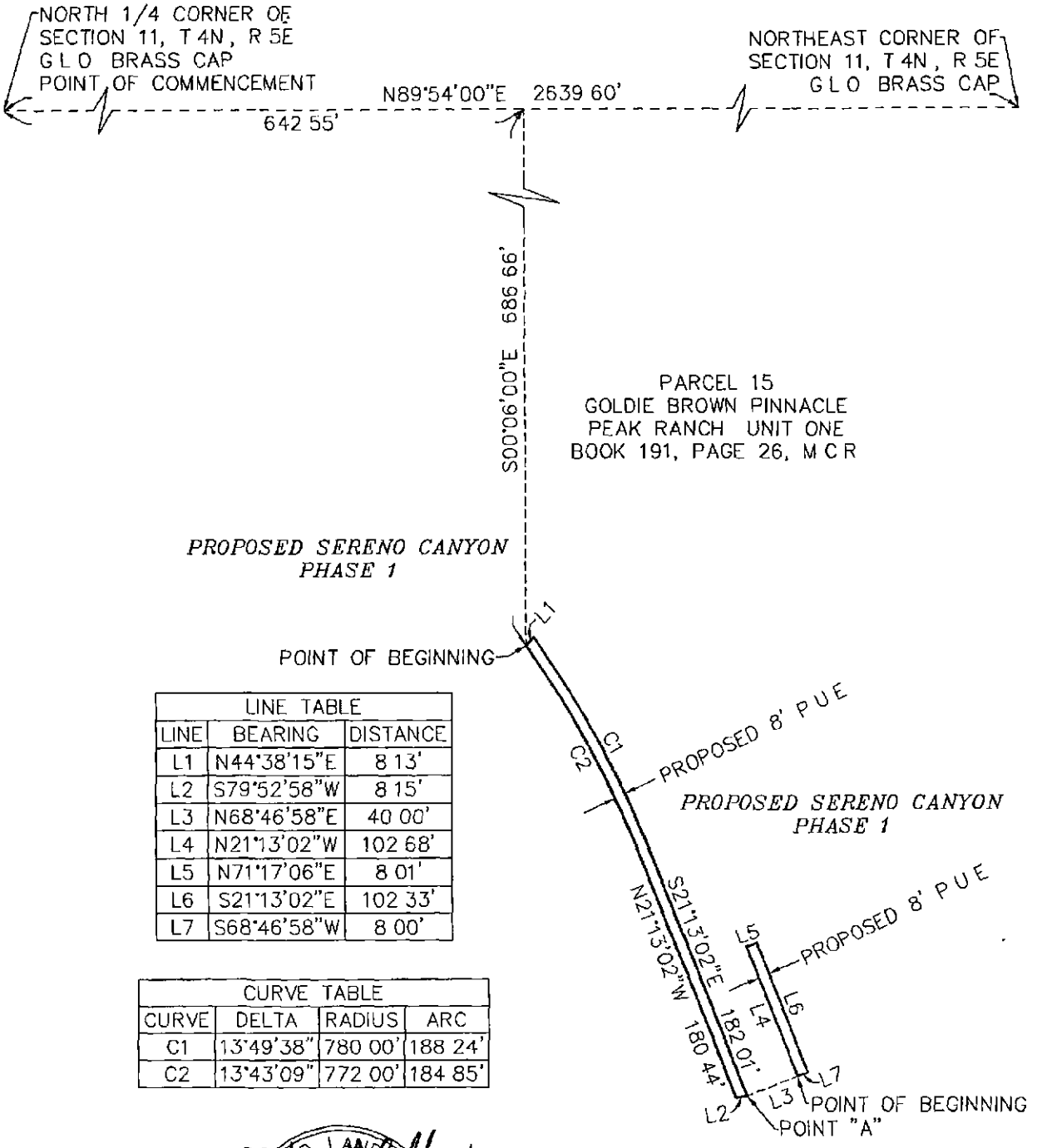
Containing 0 0864 acres, or 3,762 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80 and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

Y \WP\Parcel Descriptions\062654 Sereno Canyon Proposed 8' PUE LO4 doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 9-22-06
ARIZONA, U S A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°38'15"E	8 13'
L2	S79°52'58"W	8 15'
L3	N68°46'58"E	40 00'
L4	N21°13'02"W	102 68'
L5	N71°17'06"E	8 01'
L6	S21°13'02"E	102 33'
L7	S68°46'58"W	8 00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	13°49'38"	780 00'	188 24'
C2	13°43'09"	772 00'	184 85'

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 9-22-06
ARIZONA, U.S.A.

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

EXHIBIT "A"

SERENO CANYON
PROPOSED 8' PUBLIC UTILITY EASEMENT (P U E)
09-22-06
WP# 062654
PAGE 3 OF 3
NOT TO SCALE
T \2006\062654\LEGAL\2654L04-DB\DWG\2654L04

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Planning & Development/Records
7447 E Indian School Rd, Suite 100
Scottsdale, AZ 85251

16214-3-1-1--
Hoyp

CITY OF SCOTTSDALE
PUBLIC UTILITY EASEMENT

PROJECT 5827-06
QS _____

McDowell Mountain Back Bowl, LLC

GRANTOR(S), for valuable consideration, does (do) hereby grant to the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, its successors and assigns, a perpetual easement to construct, operate, and maintain public utilities over, under, and across the following described real estate situated in the City of Scottsdale, State of Arizona and described as follows

A PUBLIC UTILITY EASEMENT AS DESCRIBED ON THE LEGAL DESCRIPTION AND AS DEPICTED ON THE SKETCH ATTACHED HERETO AND MADE PART HEREOF

The **Grantor(s)** hereby covenants that she/he/they is/are lawfully seized and possessed of this aforementioned tract or parcel of land, that she/he/they has/have a good and lawful right to sell and convey it, and that she/he/they will warrant the title and quiet possession thereto against the lawful claim of all persons

DATED this 15th day of January, 20 07

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of January, 20 07,
by Theresa O. Frankiewicz

In witness whereof I hereunto set my hand and official seal

Linda Mendrala
NOTARY PUBLIC

My Commission Expires 12/03/07

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

September 22, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed 20' Utility Easement (U.E.)

A portion of Parcel 6 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

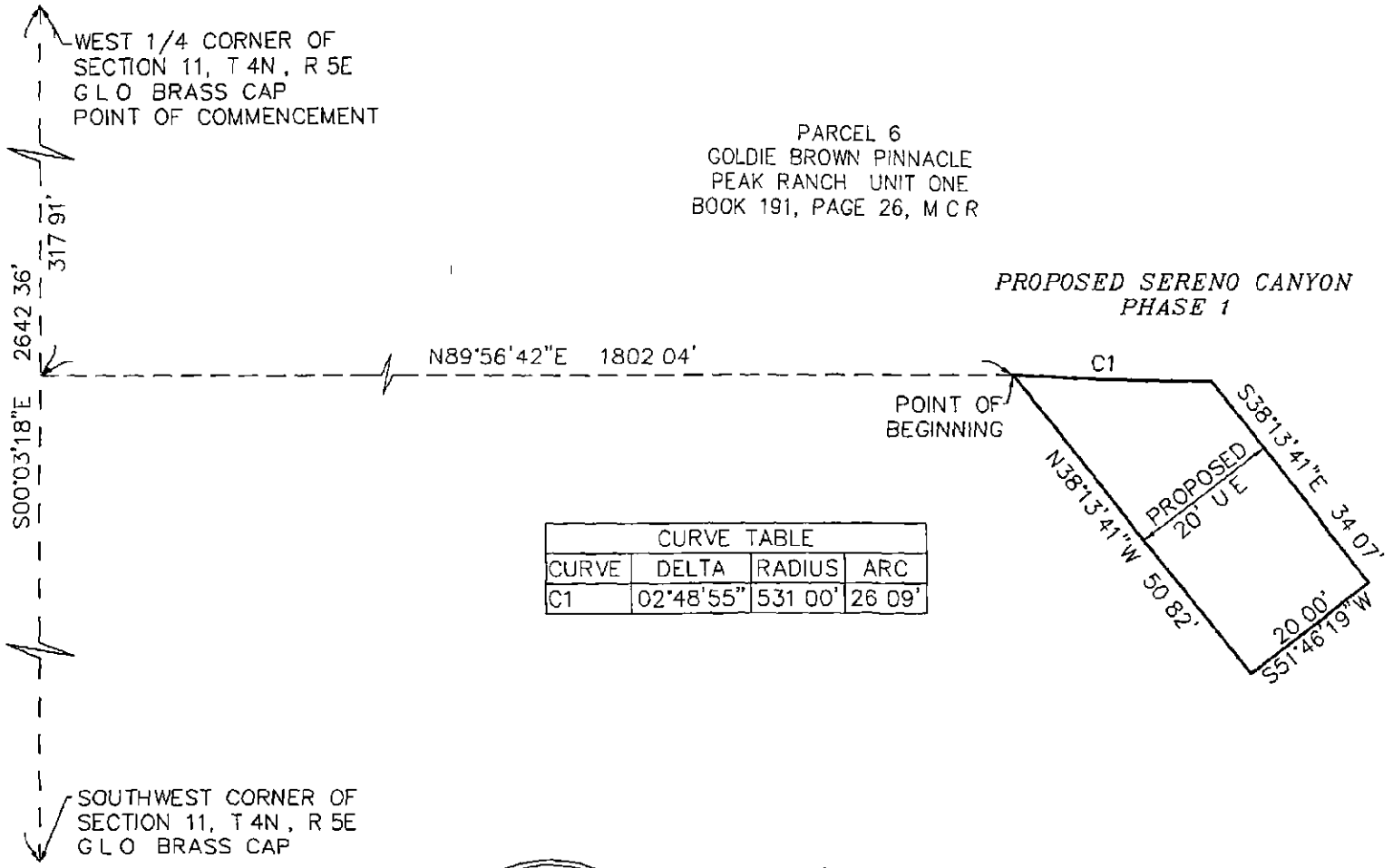
Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 317 91 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 1802 04 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING,**
THENCE easterly along said curve, having a radius of 531 00 feet, concave northerly, whose radius bears North 03°07'30" East, through a central angle of 02°48'55", a distance of 26 09 feet, to a point of intersection with a non-tangent line;
THENCE South 38°13'41" East, a distance of 34 07 feet,
THENCE South 51°46'19" West, a distance of 20 00 feet,
THENCE North 38°13'41" West, a distance of 50 82 feet, to the **POINT OF BEGINNING**

Containing 0 0194 acres, or 846 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.



CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	02°48'55"	531 00'	26 09'

20070272195

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED 20' UTILITY EASEMENT (U E)
09-22-06
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070272197 03/06/2007 03:45
ELECTRONIC RECORDING

WHEN RECORDED, RETURN TO:
Lila Madden (Aziz Helal)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

16213-4-1-1--
Hoyp

CITY OF SCOTTSDALE
MULTI-USE PUBLIC TRAIL EASEMENT

PROJECT _____
QS _____
PLAN CK# 5827-06

McDowell Mountain Back Bowl, LLC
GRANTOR(S), for valuable consideration does (do) hereby grant to the **City of Scottsdale,** Maricopa County, Arizona, a municipal corporation, its successors and assigns, a perpetual right-of-way and easement for the purpose of public access for public benefit in, upon, over, and across the real property situated in the City of Scottsdale, State of Arizona, and described as follows

A Multi-Use Public Trail Easement as described on the legal description and as depicted on the sketch attached hereto and made part thereof

The **Grantor(s)** hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land, that s/he (they) has (have) a good and lawful right to sell and convey it, and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons

DATED this 15th day of January, 20 07

OWNER SIGNATURE

OWNER SIGNATURE #2

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of January, 20 07, by Theresa O. Frankiewicz
Name of Signee (s) Above

In Witness whereof I hereunto set my hand and official seal

Linda Mendrala
NOTARY PUBLIC SIGNATURE

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

My Commission expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

Revised December 4, 2006
September 22, 2006
WP# 062654

See Exhibit "A"

Parcel Description
Sereno Canyon
Proposed 25' Multi-Use Public Trail Easement (M.U.P.T.E.)

A portion of Parcels 6 and 7 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 233 74 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 1345 06 feet, to the **POINT OF BEGINNING,**
THENCE North 00°03'45" West, a distance of 8 00 feet, to the beginning of a curve,
THENCE northeasterly along said curve, having a radius of 17 00 feet, concave southeasterly, through a central angle of 89°59'59", a distance of 26 70 feet, to the curve's end,
THENCE North 89°56'14" East, a distance of 8 19 feet, to the beginning of a curve,
THENCE easterly along said curve, having a radius of 171 00 feet, concave southerly, through a central angle of 42°01'21", a distance of 125 42 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 159 00 feet, concave northerly, through a central angle of 43°15'44", a distance of 120 06 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 492 00 feet, concave southerly, through a central angle of 14°01'13", a distance of 120 39 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 531 00 feet, concave northerly, through a central angle of 14°44'59", a distance of 136 70 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 569 00 feet, concave southerly, through a central angle of 37°19'08", a distance of 370 61 feet, to a point of reverse curvature,
THENCE easterly along said curve, having a radius of 231 00 feet, concave northerly, through a central angle of 67°55'16", a distance of 273 84 feet, to the curve's end,
THENCE North 57°21'59" East, a distance of 117 13 feet, to the beginning of a curve,
THENCE easterly along said curve, having a radius of 17 00 feet, concave southerly, through a central angle of 84°39'42", a distance of 25 12 feet, to a point of reverse curvature,
THENCE southeasterly along said curve, having a radius of 481 50 feet, concave northeasterly, through a central angle of 00°40'28", a distance of 5 67 feet, to the curve's end,
THENCE South 38°38'48" East, a distance of 94 32 feet, to the beginning of a curve,
THENCE southeasterly along said curve, having a radius of 236 50 feet, concave northeasterly, through a central angle of 30°04'33", a distance of 124 14 feet, to a point of reverse curvature,

Parcel Description
Sereno Canyon
Proposed 25' Multi-Use Public Trail Easement (M.U.P.T.E.)

Revised December 4, 2006
September 22, 2006
WP# 062654

See Exhibit "A"

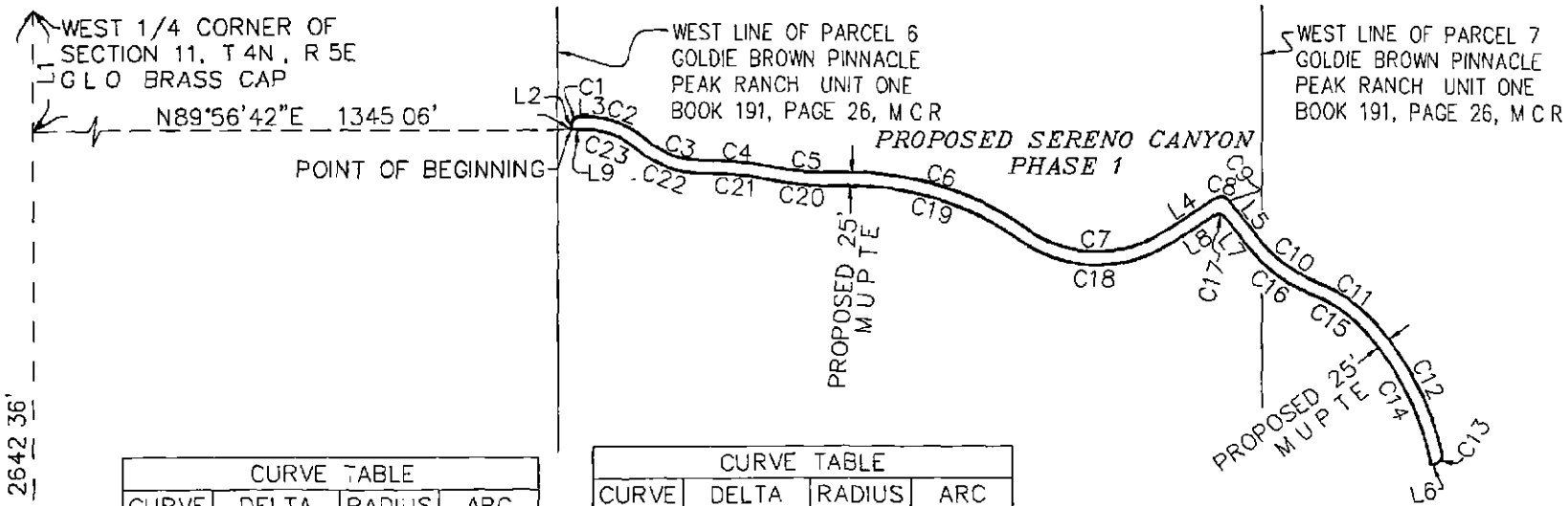
THENCE southeasterly along said curve, having a radius of 291 50 feet, concave southwesterly, through a central angle of 27°32'25", a distance of 140 11 feet, to a point of compound curvature,
THENCE southeasterly along said curve, having a radius of 563 00 feet, concave southwesterly, through a central angle of 28°47'54", a distance of 282 98 feet, to a point of compound curvature,
THENCE southwesterly along said curve, having a radius of 17 00 feet, concave northwesterly, through a central angle of 89°38'27", a distance of 26 60 feet, to the curve's end,
THENCE South 77°15'26" West, a distance of 8 38 feet, to a point of intersection with a non-tangent curve,
THENCE northwesterly along said curve, having a radius of 538 00 feet, concave southwesterly, whose radius bears South 79°25'58" West, through a central angle of 30°36'53", a distance of 287 47 feet, to a point of compound curvature,
THENCE northwesterly along said curve, having a radius of 266 50 feet, concave southwesterly, through a central angle of 27°32'25", a distance of 128 10 feet, to a point of reverse curvature,
THENCE northwesterly along said curve, having a radius of 261 50 feet, concave northeasterly, through a central angle of 30°04'33", a distance of 137 27 feet, to the curve's end,
THENCE North 38°38'48" West, a distance of 79 49 feet, to the beginning of a curve,
THENCE westerly along said curve, having a radius of 15 00 feet, concave southerly, through a central angle of 83°59'13", a distance of 21 99 feet, to the curve's end,
THENCE South 57°21'59" West, a distance of 96 39 feet, to the beginning of a curve,
THENCE westerly along said curve, having a radius of 256.00 feet, concave northerly, through a central angle of 67°55'16", a distance of 303 47 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 544 00 feet, concave southerly, through a central angle of 37°19'08", a distance of 354 33 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 556 00 feet, concave northerly, through a central angle of 14°44'59", a distance of 143 13 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 467 00 feet, concave southerly, through a central angle of 14°01'13", a distance of 114 28 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 184 00 feet, concave northerly, through a central angle of 43°15'44", a distance of 138 93 feet, to a point of reverse curvature,
THENCE westerly along said curve, having a radius of 146 00 feet, concave southerly, through a central angle of 42°01'21", a distance of 107 08 feet, to the curve's end,
THENCE South 89°56'14" West, a distance of 25 19 feet, to the **POINT OF BEGINNING**

Containing 1 1237 acres, or 48,948 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc. (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey





CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	89°59'59"	17 00'	26 70'
C2	42°01'21"	171 00'	125 42'
C3	43°15'44"	159 00'	120 06'
C4	14°01'13"	492 00'	120 39'
C5	14°44'59"	531 00'	136 70'
C6	37°19'08"	569 00'	370 61'
C7	67°55'16"	231 00'	273 84'
C8	84°39'42"	17 00'	25 12'
C9	00°40'28"	481 50'	5 67'
C10	30°04'33"	236 50'	124 14'
C11	27°32'25"	291 50'	140 11'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C12	28°47'54"	563 00'	282 98'
C13	89°38'27"	17 00'	26 60'
C14	30°36'53"	538 00'	287 47'
C15	27°32'25"	266 50'	128 10'
C16	30°04'33"	261 50'	137 27'
C17	83°59'13"	15 00'	21 99'
C18	67°55'16"	256 00'	303 47'
C19	37°19'08"	544 00'	354 33'
C20	14°44'59"	556 00'	143 13'
C21	14°01'13"	467 00'	114 28'
C22	43°15'44"	184 00'	138 93'
C23	42°01'21"	146 00'	107 08'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°03'18"E	233 74'
L2	N00°03'45"W	8 00'
L3	N89°56'14"E	8 19'
L4	N57°21'59"E	117 13'
L5	S38°38'48"E	94 32'
L6	S77°15'26"W	8 38'
L7	N38°38'48"W	79 49'
L8	S57°21'59"W	96 39'
L9	S89°56'14"W	25 19'

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED 25' MULTI-USE PUBLIC TRAIL EASEMENT (M U P T E)
REVISED 12-04-06
WP# 062654
PAGE 3 OF 3
NOT TO SCALE
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20070272197

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070272198 03/06/2007 03:45
ELECTRONIC RECORDING

16220-3-1-1--
Hoyp

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

CITY OF SCOTTSDALE
SIGHT DISTANCE EASEMENT

PROJECT 5827-06
QS _____

McDowell Mountain Back Bowl, LLC

Grantor(s), for valuable consideration, does (do) hereby grant to the **City of Scottsdale, Arizona,** a municipal corporation, its successors and assigns, a perpetual easement for the purpose of sight distance for public benefit in, upon, over, and across the real estate situated in the City of Scottsdale, State of Arizona, and described as follows

THAT PORTION AS DESCRIBED ON THE LEGAL DESCRIPTION AND AS DEPICTED ON THE GRAPHIC ATTACHED HERETO AND MADE A PART HEREOF.

And the Grantor(s) hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land, that s/he (they) has (have) a good and lawful right to sell and convey it, and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons

DATED this 15th day of January, 2007

(Property Owner Signature)

(Property Owner Signature)

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of January, 2007 by Theresa D. Frankiewicz

In witness where of I hereunto set my hand and official seal

Linda Mendrala
NOTARY PUBLIC

My commission expires 12/03/07

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

November 16, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Sight Distance Easement (S.D.E.)

A portion of Parcel 6 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

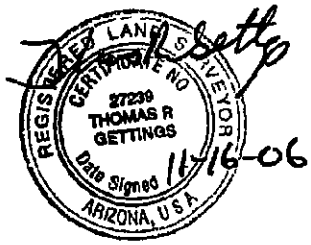
Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 386 81 feet,

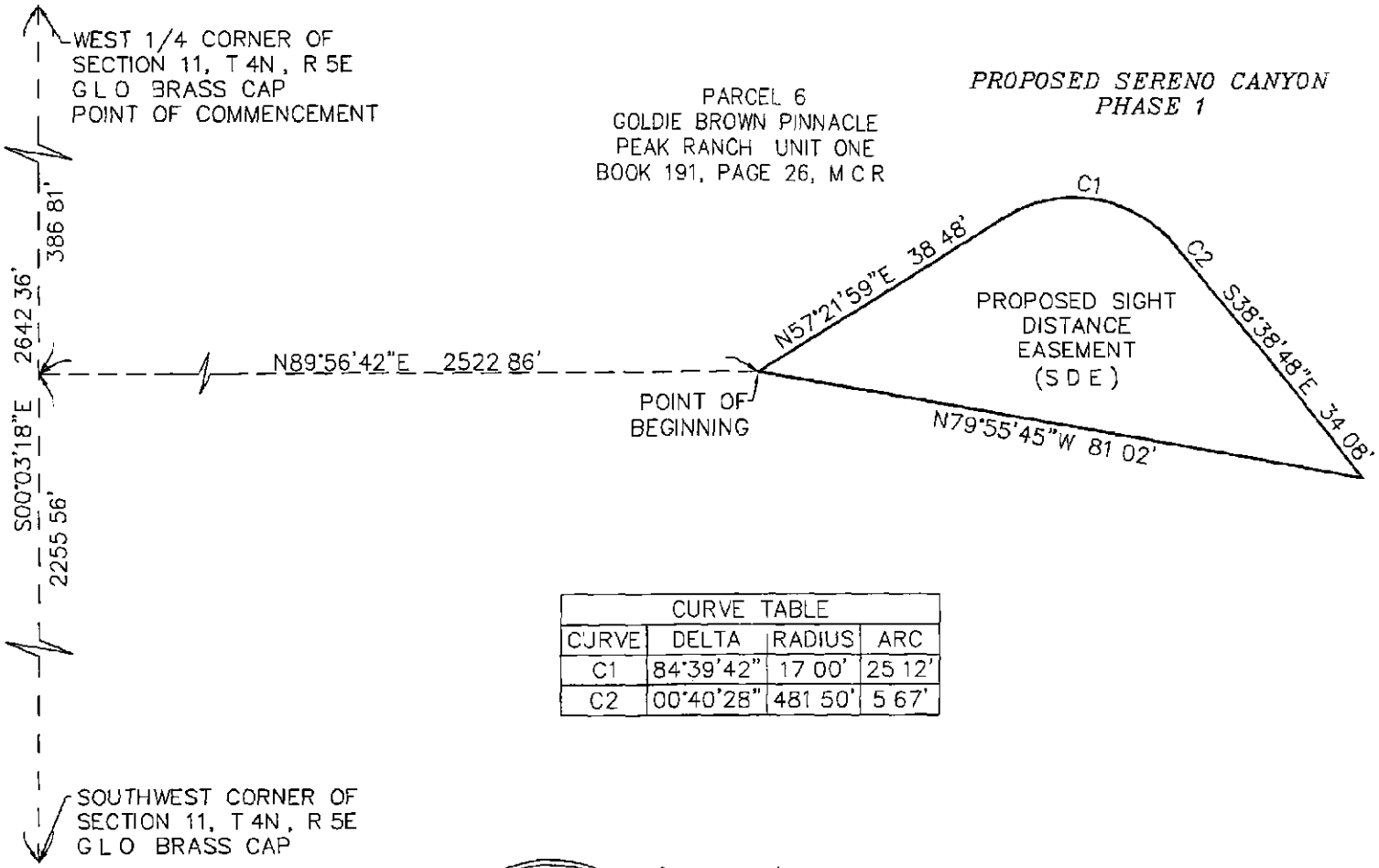
THENCE leaving said west line, North 89°56'42" East, a distance of 2522 86 feet, to the **POINT OF BEGINNING,**
THENCE North 57°21'59" East, a distance of 38 48 feet, to the beginning of a curve,
THENCE easterly along said curve, having a radius of 17 00 feet, concave southerly, through a central angle of 84°39'42", a distance of 25 12 feet, to a point of reverse curvature,
THENCE southeasterly along said curve, having a radius of 481 50 feet, concave northeasterly, through a central angle of 00°40'28", a distance of 5 67 feet, to the curve's end,
THENCE South 38°38'48" East, a distance of 34 08 feet,
THENCE North 79°55'45" West, a distance of 81 02 feet, to the **POINT OF BEGINNING**

Containing 0 0328 acres, or 1,429 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey





CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	84°39'42"	17 00'	25 12'
C2	00°40'28"	481 50'	5 67'

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 11-16-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED SIGHT DISTANCE EASEMENT(S D E)
11-16-06
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
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20070272198

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070272199 03/06/2007 03:46
ELECTRONIC RECORDING

16219-4-1-1--
Hoyp

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

CITY OF SCOTTSDALE
DRAINAGE AND FLOOD CONTROL EASEMENT
AND PROVISION FOR MAINTENANCE

PROJECT 5827-96

QS _____

KNOW ALL MEN BY THESE PRESENTS. That McDowell Mountain Back Bowl, LLC _____ he reinafter referred to as **GRANTOR(S)**, for and in consideration of the sum of Ten Dollars ($10 00), a receipt of which is hereby acknowledged, and other good and valuable considerations received from the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, hereinafter called **GRANTEE**, *does hereby grant and convey unto* GRANTEE, and its successors and assigns, a perpetual right-of-way and easement, in, upon, over, and across the real property hereinafter described, for the purpose of construction, maintenance, operation, replacement, and repair of levees, dikes, channels, and other works of drainage or flood control upon, along, under, and over the hereinafter described lands

TO HAVE AND TO HOLD for the purpose of drainage or flood control and all purposes consistent with this easement

The lands through, over, and across which this easement is granted are situated in Maricopa County, State of Arizona, and are more fully described as follows:

A Drainage Easement as described on the legal description and as depicted on the sketch attached hereto and made part thereof

The **Grantor(s)** hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land, that s/he (they) has (have) a good and lawful right to sell and convey it, and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons

GRANTOR agrees not to construct any improvements which would obstruct passage of storm waters or which would endanger the health, safety, or welfare of any persons as a result of flooding or which would create a substantial danger to personal or real property or improvements thereon as a result of flooding

GRANTOR agrees that GRANTOR will, at his/her expense, maintain the easement area in such condition that the easement area will safely pass storm waters as hereinbefore described and shall allow no refuse, debris, vegetation, or other obstruction to accumulate or collect in the easement area or any improvement, and if, in the opinion of the GRANTEE, the GRANTOR fails to so maintain the easement area and any improvement, then GRANTEE shall serve written notice of such failure on

GRANTOR, and if the GRANTOR fails to rectify said default within ten (10) days from the date said notice was received, GRANTEE may rectify such default Upon completion of said maintenance work, GRANTEE may submit in writing to GRANTOR the cost incurred in maintaining the easement area Upon GRANTOR'S receipt of notice of such amount, it shall immediately become a lien against the property hereinabove described, and it shall remain a lien in favor of GRANTEE until the same be paid in full by GRANTOR, together with interest at the annual rate of eight percent (8%)

The right and remedy hereby granted GRANTEE shall not be exclusive, and GRANTEE shall also have all the rights and remedies available to it in accordance with the laws of the State of Arizona and the City of Scottsdale The establishment of a lien, as above provided, shall not preclude GRANTEE from subsequently establishing additional liens upon subsequent failure or failures of GRANTOR to so maintain the easement area and any improvement

Nothing herein contained shall be construed to create or constitute any obligation or burden upon GRANTEE for maintenance, but rather the enforcement of the rights herein granted GRANTEE shall be at GRANTEE'S election

The provisions hereof shall be binding upon the parties hereto and their heirs, executors, successors, and assigns

DATED this 15th day of January, 20 07

OWNER SIGNATURE

OWNER SIGNATURE #2

State of Illinois)
)ss
County of: DuPage)

This instrument was acknowledged before me this 15th day of January, 20 ____,
by Theresa O. Frankiewicz
NAME OF SIGNEE(S) ABOVE

In witness whereof I hereunto set my hand and official seal

Linda Mendrala
NOTARY PUBLIC SIGNATURE

My Commission Expires 12/03/07

jmr/ T \PR-SHARE\WORDOCS\FORMS\DRFCESMT DOC
7/09/02

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

December 4, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed 20' Public Drainage Easement (PUB. D.E.)

A portion of Parcel 6 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

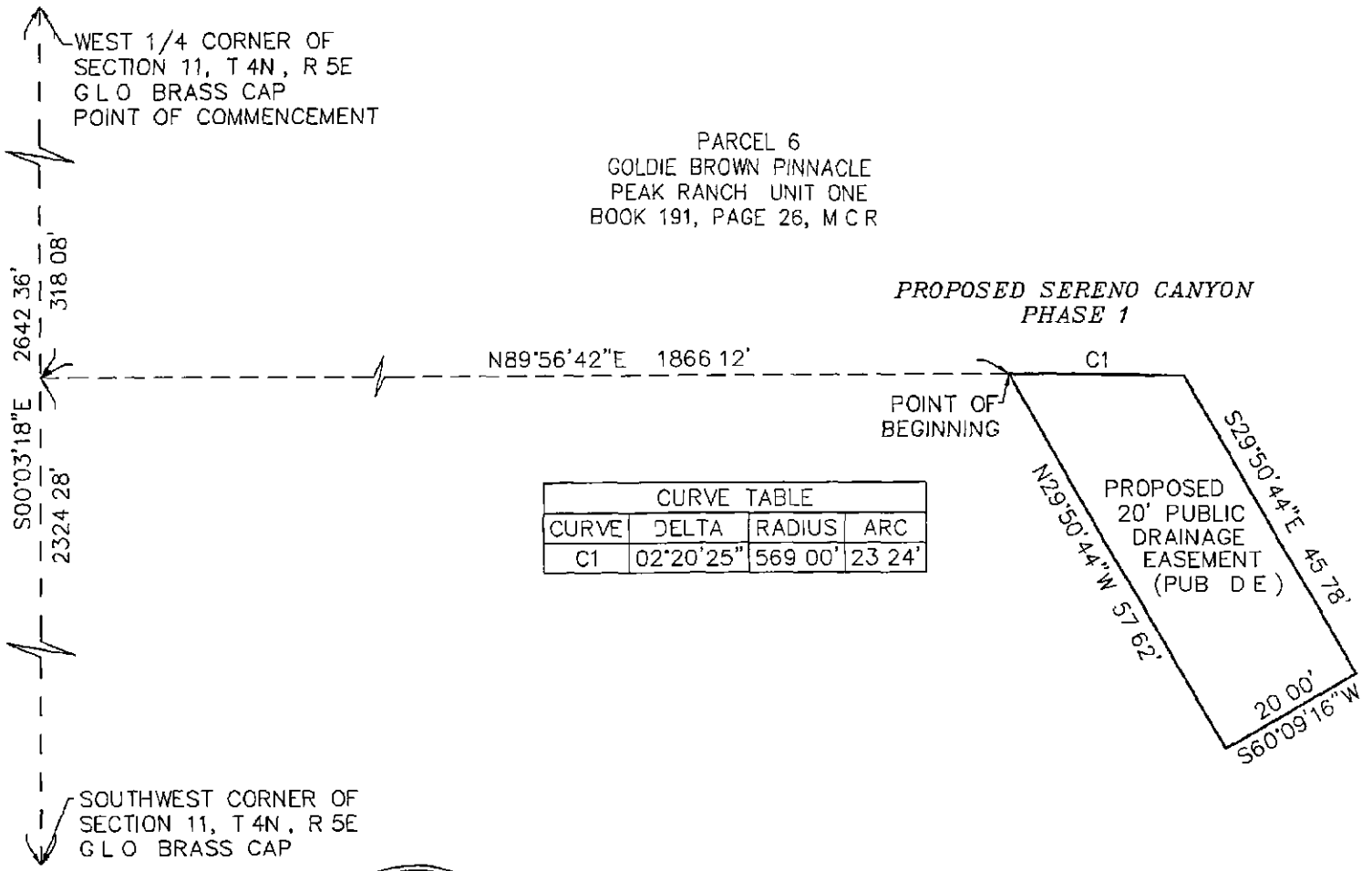
Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 318 08 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 1866 12 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING,**
THENCE easterly along said curve, having a radius of 569 00 feet, concave southerly, whose radius bears South 00°23'20" East, through a central angle of 02°20'25", a distance of 23 24 feet, to a point of intersection with a non-tangent line,
THENCE South 29°50'44" East, a distance of 45 78 feet,
THENCE South 60°09'16" West, a distance of 20 00 feet,
THENCE North 29°50'44" West, a distance of 57 62 feet, to the **POINT OF BEGINNING**

Containing 0 0238 acres, or 1,036 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey





CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	02°20'25"	569 00'	23 24'

20070272196

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED 20' PUBLIC DRAINAGE EASEMENT (PUB D E)
12-04-06
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070272204 03/06/2007 03:46
ELECTRONIC RECORDING

16218-5-1-1--
Hoyp

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

CITY OF SCOTTSDALE
DRAINAGE AND FLOOD CONTROL EASEMENT
AND PROVISION FOR MAINTENANCE

PROJECT 5827-06

QS _____

KNOW ALL MEN BY THESE PRESENTS. That McDowell Mountain Back Bowl, LLC _____ he

reinafter referred to as **GRANTOR(S)**, for and in consideration of the sum of Ten Dollars ($10 00), a receipt of which is hereby acknowledged, and other good and valuable considerations received from the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, hereinafter called **GRANTEE**, does hereby grant and convey unto GRANTEE, and its successors and assigns, a perpetual right-of-way and easement, in, upon, over, and across the real property hereinafter described, for the purpose of construction, maintenance, operation, replacement, and repair of levees, dikes, channels, and other works of drainage or flood control upon, along, under, and over the hereinafter described lands

TO HAVE AND TO HOLD for the purpose of drainage or flood control and all purposes consistent with this easement

The lands through, over, and across which this easement is granted are situated in Maricopa County, State of Arizona, and are more fully described as follows

A Drainage Easement as described on the legal description and as depicted on the sketch attached hereto and made part thereof

The **Grantor(s)** hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land, that s/he (they) has (have) a good and lawful right to sell and convey it, and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons

GRANTOR agrees not to construct any improvements which would obstruct passage of storm waters or which would endanger the health, safety, or welfare of any persons as a result of flooding or which would create a substantial danger to personal or real property or improvements thereon as a result of flooding

GRANTOR agrees that GRANTOR will, at his/her expense, maintain the easement area in such condition that the easement area will safely pass storm waters as hereinbefore described and shall allow no refuse, debris, vegetation, or other obstruction to accumulate or collect in the easement area or any improvement, and if, in the opinion of the GRANTEE, the GRANTOR fails to so maintain the easement area and any improvement, then GRANTEE shall serve written notice of such failure on

GRANTOR, and if the GRANTOR fails to rectify said default within ten (10) days from the date said notice was received, GRANTEE may rectify such default Upon completion of said maintenance work, GRANTEE may submit in writing to GRANTOR the cost incurred in maintaining the easement area Upon GRANTOR'S receipt of notice of such amount, it shall immediately become a lien against the property hereinabove described, and it shall remain a lien in favor of GRANTEE until the same be paid in full by GRANTOR, together with interest at the annual rate of eight percent (8%)

The right and remedy hereby granted GRANTEE shall not be exclusive, and GRANTEE shall also have all the rights and remedies available to it in accordance with the laws of the State of Arizona and the City of Scottsdale The establishment of a lien, as above provided, shall not preclude GRANTEE from subsequently establishing additional liens upon subsequent failure or failures of GRANTOR to so maintain the easement area and any improvement

Nothing herein contained shall be construed to create or constitute any obligation or burden upon GRANTEE for maintenance, but rather the enforcement of the rights herein granted GRANTEE shall be at GRANTEE'S election

The provisions hereof shall be binding upon the parties hereto and their heirs, executors, successors, and assigns

DATED this 15th day of January, 20 07

OWNER SIGNATURE

OWNER SIGNATURE #2

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of January, 20 07, by Theresa O. Frankiewicz.

NAME OF SIGNEE(S) ABOVE

In witness whereof I hereunto set my hand and official seal.

Linda Mendrala
NOTARY PUBLIC SIGNATURE

My Commission Expires 12/03/07

Official Seal
Linda Mendrala
Notary Public, State of Illinois
My Commission Expires 12/03/07

J:\mf\ T:\PR-SHARE\WORDOCS\FORMS\DRFCESMT.DOC
7/09/02

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

December 4, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Drainage Easement (PUB. D.E.)

A portion of Parcel 15 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the north quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the northeast corner of said section, a G L O brass cap, bears North 89°54'00" East (basis of bearing), a distance of 2639 60 feet,
THENCE along the north line of said section, North 89°54'00" East, a distance of 478 27 feet,
THENCE leaving said north line, South 00°06'00" East, a distance of 972 45 feet, to the **POINT OF BEGINNING**,
THENCE North 68°18'48" East, a distance of 26 29 feet,
THENCE South 85°14'38" East, a distance of 45 44 feet,
THENCE North 82°51'52" East, a distance of 49 75 feet,
THENCE North 52°34'43" East, a distance of 55 72 feet,
THENCE North 05°06'58" West, a distance of 33 14 feet,
THENCE North 85°09'19" East, a distance of 58 93 feet,
THENCE North 07°42'07" East, a distance of 10 93 feet,
THENCE North 89°08'23" East, a distance of 49 39 feet,
THENCE South 21°13'02" East, a distance of 168 87 feet,
THENCE South 43°59'22" West, a distance of 38 23 feet,
THENCE North 85°18'48" West, a distance of 32 60 feet,
THENCE South 56°56'29" West, a distance of 25 12 feet,
THENCE South 27°58'35" West, a distance of 28 02 feet,
THENCE South 83°24'55" West, a distance of 12 98 feet,
THENCE North 61°07'20" West, a distance of 18 88 feet,
THENCE North 35°09'07" West, a distance of 42 70 feet,
THENCE North 80°22'40" West, a distance of 57 98 feet,
THENCE South 81°09'52" West, a distance of 34 14 feet,
THENCE South 08°44'02" West, a distance of 21 83 feet,
THENCE South 76°00'36" West, a distance of 8 91 feet,
THENCE North 13°59'24" West, a distance of 21 77 feet,
THENCE North 49°27'55" West, a distance of 26 12 feet,
THENCE North 70°40'13" West, a distance of 32 57 feet,
THENCE North 37°39'55" West, a distance of 20 97 feet,

Parcel Description
Sereno Canyon
Proposed Public Drainage Easement (PUB. D.E.)

December 4, 2006
WP# 062654

See Exhibit "A"

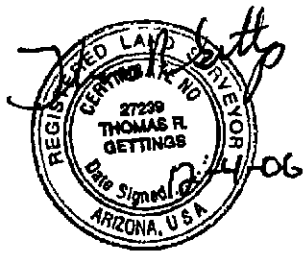
THENCE North 87°27'11" West, a distance of 14 66 feet,
THENCE North 03°46'12" East, a distance of 35 86 feet, to the **POINT OF BEGINNING**

Containing 0 9188 acres, or 40,025 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80 and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

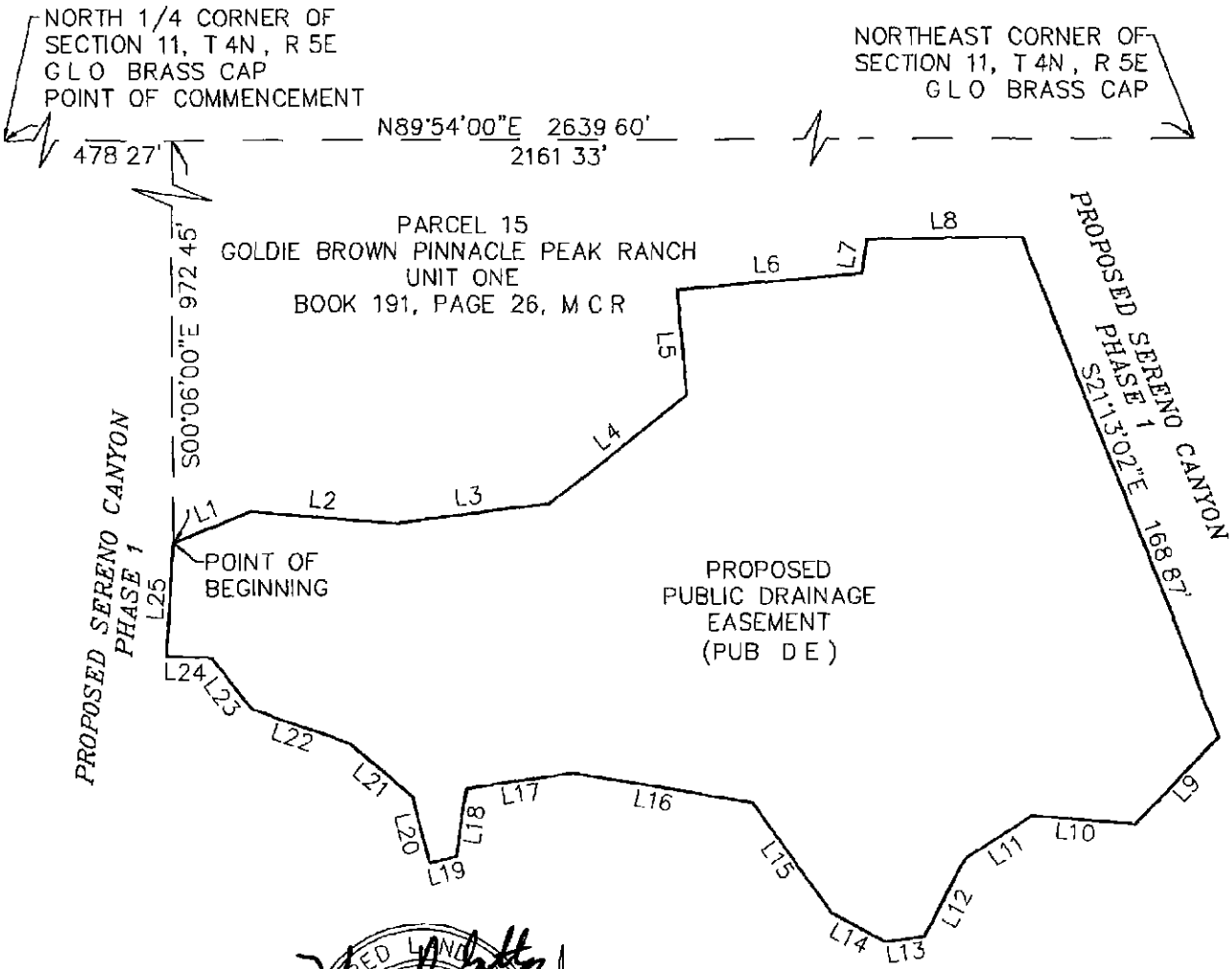
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°18'48"E	26 29'
L2	S85°14'38"E	45 44'
L3	N82°51'52"E	49 75'
L4	N52°34'43"E	55 72'
L5	N05°06'58"W	33 14'
L6	N85°09'19"E	58 93'
L7	N07°42'07"E	10 93'
L8	N89°08'23"E	49 39'
L9	S43°59'22"W	38 23'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	N85°18'48"W	32 60'
L11	S56°56'29"W	25 12'
L12	S27°58'35"W	28 02'
L13	S83°24'55"W	12 98'
L14	N61°07'20"W	18 88'
L15	N35°09'07"W	42 70'
L16	N80°22'40"W	57 98'
L17	S81°09'52"W	34 14'

LINE TABLE		
LINE	BEARING	DISTANCE
L18	S08°44'02"W	21 83'
L19	S76°00'36"W	8 91'
L20	N13°59'24"W	21 77'
L21	N49°27'55"W	26 12'
L22	N70°40'13"W	32 57'
L23	N37°39'55"W	20 97'
L24	N87°27'11"W	14 66'
L25	N03°46'12"E	35 86'



WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, USA

EXHIBIT "A"

SERENO CANYON
PROPOSED PUBLIC DRAINAGE EASEMENT (PUB D E)
12-04-06
WP# 062654
PAGE 3 OF 3
NOT TO SCALE
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070272205 03/06/2007 03:46
ELECTRONIC RECORDING

16217-4-1-1--
Hoyp

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

CITY OF SCOTTSDALE
DRAINAGE AND FLOOD CONTROL EASEMENT
AND PROVISION FOR MAINTENANCE

PROJECT 5827-06

QS _____

KNOW ALL MEN BY THESE PRESENTS That McDowell Mountain Back Bowl, LLC _____ he reinafter referred to as **GRANTOR(S)**, for and in consideration of the sum of Ten Dollars ($10 00), a receipt of which is hereby acknowledged, and other good and valuable considerations received from the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, hereinafter called **GRANTEE**, does hereby grant and convey unto GRANTEE, and its successors and assigns, a perpetual right-of-way and easement, in, upon, over, and across the real property hereinafter described, for the purpose of construction, maintenance, operation, replacement, and repair of levees, dikes, channels, and other works of drainage or flood control upon, along, under, and over the hereinafter described lands

TO HAVE AND TO HOLD for the purpose of drainage or flood control and all purposes consistent with this easement

The lands through, over, and across which this easement is granted are situated in Maricopa County, State of Arizona, and are more fully described as follows

A Drainage Easement as described on the legal description and as depicted on the sketch attached hereto and made part thereof

The **Grantor(s)** hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land, that s/he (they) has (have) a good and lawful right to sell and convey it, and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons

GRANTOR agrees not to construct any improvements which would obstruct passage of storm waters or which would endanger the health, safety, or welfare of any persons as a result of flooding or which would create a substantial danger to personal or real property or improvements thereon as a result of flooding

GRANTOR agrees that GRANTOR will, at his/her expense, maintain the easement area in such condition that the easement area will safely pass storm waters as hereinbefore described and shall allow no refuse, debris, vegetation, or other obstruction to accumulate or collect in the easement area or any improvement, and if, in the opinion of the GRANTEE, the GRANTOR fails to so maintain the easement area and any improvement, then GRANTEE shall serve written notice of such failure on

GRANTOR, and if the GRANTOR fails to rectify said default within ten (10) days from the date said notice was received, GRANTEE may rectify such default Upon completion of said maintenance work, GRANTEE may submit in writing to GRANTOR the cost incurred in maintaining the easement area Upon GRANTOR'S receipt of notice of such amount, it shall immediately become a lien against the property hereinabove described, and it shall remain a lien in favor of GRANTEE until the same be paid in full by GRANTOR, together with interest at the annual rate of eight percent (8%)

The right and remedy hereby granted GRANTEE shall not be exclusive, and GRANTEE shall also have all the rights and remedies available to it in accordance with the laws of the State of Arizona and the City of Scottsdale The establishment of a lien, as above provided, shall not preclude GRANTEE from subsequently establishing additional liens upon subsequent failure or failures of GRANTOR to so maintain the easement area and any improvement

Nothing herein contained shall be construed to create or constitute any obligation or burden upon GRANTEE for maintenance, but rather the enforcement of the rights herein granted GRANTEE shall be at GRANTEE'S election

The provisions hereof shall be binding upon the parties hereto and their heirs, executors, successors, and assigns

DATED this 15th day of January, 20 07

OWNER SIGNATURE

OWNER SIGNATURE #2

State of Illinois)
)ss
County of DuPage)

This instrument was acknowledged before me this 15th day of Jan., 20 07,
by Theresa O. Frankiewicz

NAME OF SIGNEE(S) ABOVE

In witness whereof I hereunto set my hand and official seal.

Linda Mendrala

NOTARY PUBLIC SIGNATURE

My Commission Expires 12/03/07

jmr/ T:\PR-SHARE\WORDOCS\FORMS\DRFCESMT.DOC
7/09/02

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

December 4, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Drainage Easement (PUB. D.E.)

A portion of Parcel 15 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the north quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the northeast corner of said section, a G L O brass cap, bears North 89°54'00" East (basis of bearing), a distance of 2,639 60 feet,
THENCE along the north line of said section, North 89°54'00" East, a distance of 802 41 feet,
THENCE leaving said north line, South 00°06'00" East, a distance of 906 23 feet, to the **POINT OF BEGINNING,**
THENCE North 71°17'06" East, a distance of 12 28 feet,
THENCE South 43°54'21" West, a distance of 13 52 feet,
THENCE North 21°13'02" West, a distance of 6 22 feet, to the **POINT OF BEGINNING**

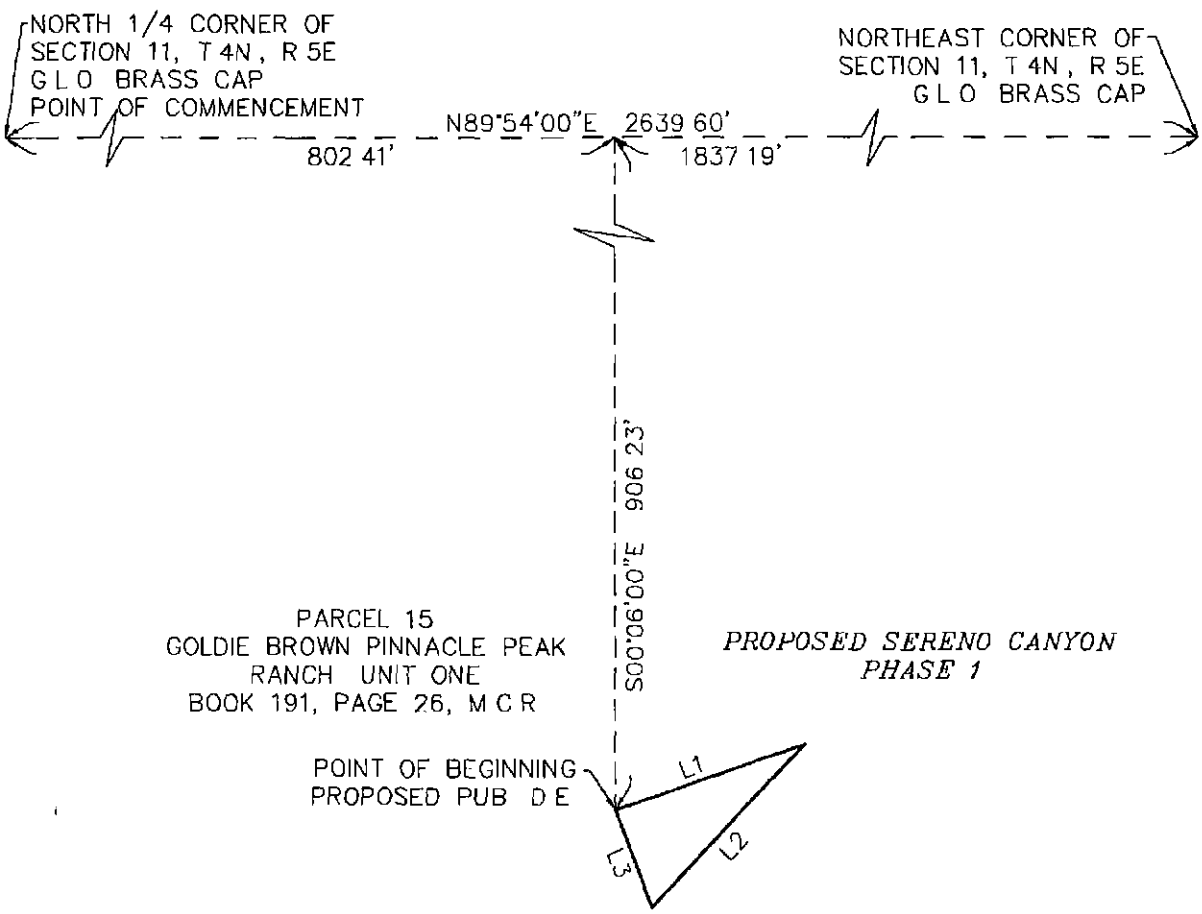
Containing 0 0009 acres, or 38 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80 and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°17'06"E	12 28'
L2	S43°54'21"W	13 52'
L3	N21°13'02"W	6 22'

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, U S A

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

N

EXHIBIT "A"

SERENO CANYON
PROPOSED PUBLIC DRAINAGE EASEMENT (PUB D E)
12-04-06
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070280468 03/08/2007 09:31
ELECTRONIC RECORDING

16221-7-1-1--
miramontesa

When recorded return to:

Wood Patel & Assoc.
222 W. Southern Ave Ste 7
Mesa AZ 85210
Attn: _____

WALL AND LANSCAPE EASEMENT DECLARATION

THIS WALL AND LANDSCAPE EASEMENT DECLARATION (this "Declaration") is made this 1st day of February, 2007, by MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("Grantor") and SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation (the "Association").

RECITALS

A. Grantor is the owner of the real property described on Exhibit "A" attached hereto and incorporated by this reference (the "Easement Area") which is part of a development referred to as Sereno Canyon..

B. Association is the homeowners association formed for the Sereno Canyon development.

C. Grantor intends to construct a wall (the "Wall"), together with landscaping (the "Landscaping"), on the Easement Area.

D. Grantor desires to grant the Association a perpetual, non-exclusive access easement over and across the Easement Area for the purposes of wall and landscape maintenance, repair and replacement.

NOW, THEREFORE, for the purposes set forth above, Grantor hereby declares that the Easement Property, or any portion or part thereof or any interest therein, shall hereafter be sold, conveyed, exchanged, granted, devised, assigned, leased or otherwise owned, held or transferred subject to this Declaration and in accordance with the following provisions:

1 Declaration of Wall and Landscape Easement. Grantor hereby declares, grants and establishes, a perpetual, non-exclusive easement (the "Easement"), over, upon and across the Easement Area for the purpose of installing, maintaining, repairing and replacing the Wall and Landscaping in the location described herein. The Association shall be responsible, at its sole cost and expense, for the repair and maintenance of the Wall and the Landscaping, unless such repair and maintenance is necessitated by the negligence or willful misconduct of the any owner of property in Sereno Canyon or such owner's invitees In the event of damage or destruction of the Wall or the Landscaping, the Association shall, at its sole expense, be responsible for the

repair or rebuild of the Wall and/or the Landscaping; provided, however, in the event that any owner of property in Sereno Canyon or such owner's invitees is the cause of such damage or destruction, such owner shall bear solely the cost to repair or rebuild the Wall and/or the Landscaping.

2. Title; Perpetual Duration. The benefits and burdens set forth in this Declaration shall be appurtenant to and run with the Easement Area and shall be binding upon all persons or entities having or acquiring any right, title or interest in and to Easement Area. The Easement granted herein shall be perpetual in duration.

3. Termination of Liability. Whenever the transfer of ownership of all or any part of the Easement Area takes place, the Grantor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

4. Construction. This instrument shall be construed in accordance with the laws of the State of Arizona.

5 Amendments and Rescission. This Declaration may be amended or rescinded only by recording, in the office of the Recorder of Maricopa County, Arizona, a written instrument reciting such amendment or rescission, bearing the acknowledged signature of the owner of the Easement Area and the Association.

DATED the day and year first above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: _____
Its: Authorized Representative

ASSOCIATION:

SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By. _____
Its. Authorized Representative

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ the AUTH. REP. MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company, on behalf of the company.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4, 2010
(407) 398-0153 Florida Notary Service.com

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ the AUTH. REP. SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4, 2010
(407) 398-0153 Florida Notary Service.com

EXHIBIT "A"

Legal Description of Easement Area

[See Attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

December 4, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Wall Easement (W.E.)

A portion of Parcel 6 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 225 75 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 1320 06 feet, to the west line of said Parcel 6 and the **POINT OF BEGINNING,**
THENCE leaving said west line, North 89°56'15" East, a distance of 25 00 feet, to a point of intersection with a non-tangent curve,
THENCE northeasterly along said curve, having a radius of 17 00 feet, concave southeasterly, whose radius bears North 89°56'15" East, through a central angle of 89°59'59", a distance of 26 70 feet, to the curve's end,
THENCE North 89°56'14" East, a distance of 8 19 feet, to the beginning of a curve,
THENCE easterly along said curve, having a radius of 171.00 feet, concave southerly, through a central angle of 15°57'22", a distance of 47 62 feet, to a point of intersection with a non-tangent line,
THENCE South 15°53'37" West, a distance of 20 00 feet, to a point hereby designated as Point "A" for future reference in this description,
THENCE South 65°45'07" West, a distance of 52 25 feet,
THENCE North 90°00'00" West, a distance of 44 04 feet, to said west line of Parcel 6,
THENCE along said west line, North 00°03'45" West, a distance of 30 17 feet, to the **POINT OF BEGINNING**

TOGETHER WITH

Commencing at said Point "A",
THENCE South 76°39'30" East, a distance of 284 85 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING,**
THENCE easterly along said curve, having a radius of 492 00 feet, concave southerly, whose radius bears South 09°43'17" West, through a central angle of 02°59'48", a distance of 25 73 feet, to a point of compound curvature,

Parcel Description
Sereno Canyon
Proposed Wall Easement (W.E.)

December 4, 2006
WP# 062654

See Exhibit "A"

THENCE easterly along said curve, having a radius of 531 00 feet, concave northerly, through a central angle of 00°16'58", a distance of 2 62 feet, to a point of intersection with a non-tangent line,
THENCE South 13°15'40" West, a distance of 23 84 feet,
THENCE North 75°47'18" West, a distance of 28 33 feet,
THENCE North 13°14'31" East, a distance of 22 42 feet, to the **POINT OF BEGINNING**

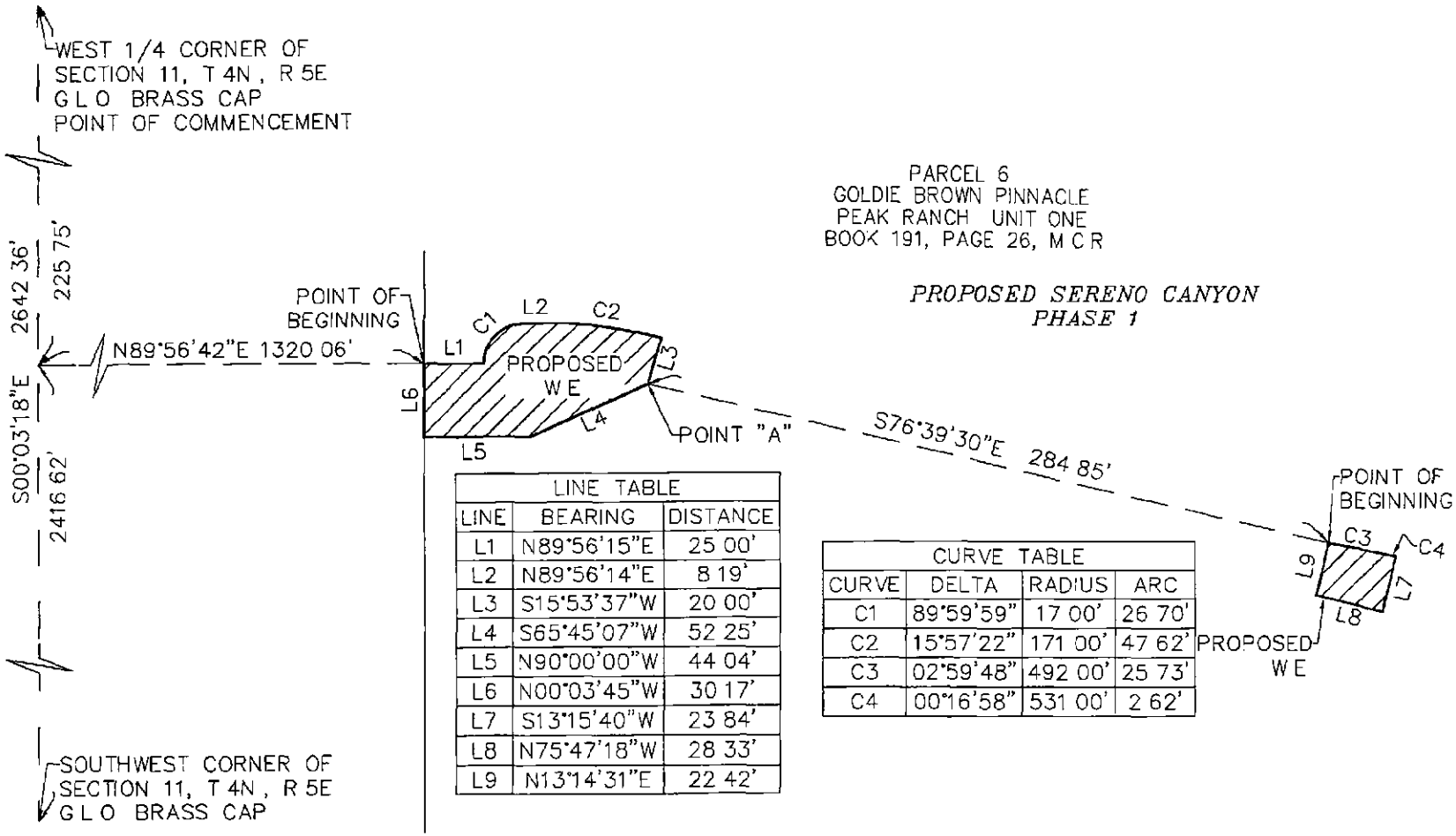
Containing 0 0913 acres, or 3,978 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

Y \WP\Parcel Descriptions\062654 Sereno Canyon Proposed W E doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R. GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°56'15"E	25 00'
L2	N89°56'14"E	8 19'
L3	S15°53'37"W	20 00'
L4	S65°45'07"W	52 25'
L5	N90°00'00"W	44 04'
L6	N00°03'45"W	30 17'
L7	S13°15'40"W	23 84'
L8	N75°47'18"W	28 33'
L9	N13°14'31"E	22 42'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	89°59'59"	17 00'	26 70'
C2	15°57'22"	171 00'	47 62'
C3	02°59'48"	492 00'	25 73'
C4	00°16'58"	531 00'	2 62'

20070280468

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED WALL EASEMENT (W E)
12-04-06
WP# 062654
PAGE 3 OF 3
NOT TO SCALE
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070280519 03/08/2007 09:32
ELECTRONIC RECORDING

16223-6-1-1--
miramontesa

When recorded return to:

Wood Patel & Assoc
932 W. Southern Ave. Ste 7
Mesa AZ 85210
Attn _____

PRIVATE DRAINAGE EASEMENT DECLARATION

THIS PRIVATE DRAINAGE EASEMENT DECLARATION (this "Declaration") is made as of this 1st day of February, 2007, by MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("Grantor")

RECITALS

A. Grantor is the owner of the real property described on Exhibit "A" attached hereto and incorporated by this reference (the "Drainage Easement Property") which is part of a development referred to as Sereno Canyon

B Association is the homeowners association formed for the Sereno Canyon development

C Grantor intends to construct certain drainage improvements (the "Drainage Improvements") on the Drainage Easement Property

D Grantor desires to grant the Association a perpetual, non-exclusive access easement over and across the Drainage Easement Property for the purposes of maintaining, repairing and replacing the Drainage Improvements

NOW, THEREFORE, for the purposes set forth above, Grantor hereby declares that the Burdened Property, or any portion or part thereof or any interest therein, shall hereafter be sold, conveyed, exchanged, granted, devised, assigned, leased or otherwise owned, held or transferred subject to this Declaration and in accordance with the following provisions

1 Declaration of Drainage Easement Grantor hereby declares, grants and establishes, as an easement appurtenant to the Benefited Property, a perpetual, non-exclusive drainage easement (the "Drainage Easement") over, across, under and through the Drainage Easement Property solely for the purpose of the drainage and disposal of storm water, together with the right to install, maintain, repair and replace Drainage Improvements approved by the City of Scottsdale, Arizona

2. Public Dedication. The provisions of this Declaration are not intended to and do not constitute a dedication for public use of the Drainage Easement, and the rights herein created are private and for the benefit only of the Owner of the Benefited Property, its successors and assigns Notwithstanding the foregoing, nothing set forth herein shall be deemed to prohibit or preclude public dedication at a subsequent date.

3 Title; Perpetual Duration. The benefits and burdens set forth in this Declaration shall be appurtenant to and run with both the Burdened Property and the Benefited Property and shall be binding upon all persons or entities having or acquiring any right, title or interest in and to the Burdened Property or the Benefited Property. The Drainage Easement declared, granted and established herein shall be perpetual in duration.

4. Construction. This instrument shall be construed in accordance with the laws of the State of Arizona.

5. Termination of Liability. Whenever the transfer of ownership of all or any part of the Burdened Property or the Benefited Property takes place, the Grantor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

6. Amendments and Rescission This Declaration may be amended or rescinded only by recording, in the office of the Recorder of Maricopa County, Arizona, a written instrument reciting such amendment or rescission, bearing the acknowledged signature of the Owner of the Benefited Property and the Owner of the Burdened Property.

DATED the day and year first above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: _____
Its: Authorized Representative

ASSOCIATION:

SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By: _____
Its: Authorized Representative

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ, the AUTHORIZED REP MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company, on behalf of the company.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4, 2010
(407) 398-0153 Florida Notary Service.com

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ the AUTHORIZED REP. SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M. ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4, 2010
(407) 398-0153 Florida Notary Service.com

EXHIBIT "A"

Legal Description of Benefited Property

[See attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

December 4, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Private Drainage Easement (PVT. D.E.)

A portion of Parcel 6 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2,642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 425 00 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 2,463 09 feet, to the **POINT OF BEGINNING,**
THENCE North 57°21'59" East, a distance of 32 03 feet,
THENCE South 32°38'01" East, a distance of 20 00 feet,
THENCE South 52°36'28" West, a distance of 24 60 feet,
THENCE South 69°32'35" West, a distance of 12 00 feet,
THENCE North 20°27'25" West, a distance of 19 96 feet, to the **POINT OF BEGINNING**

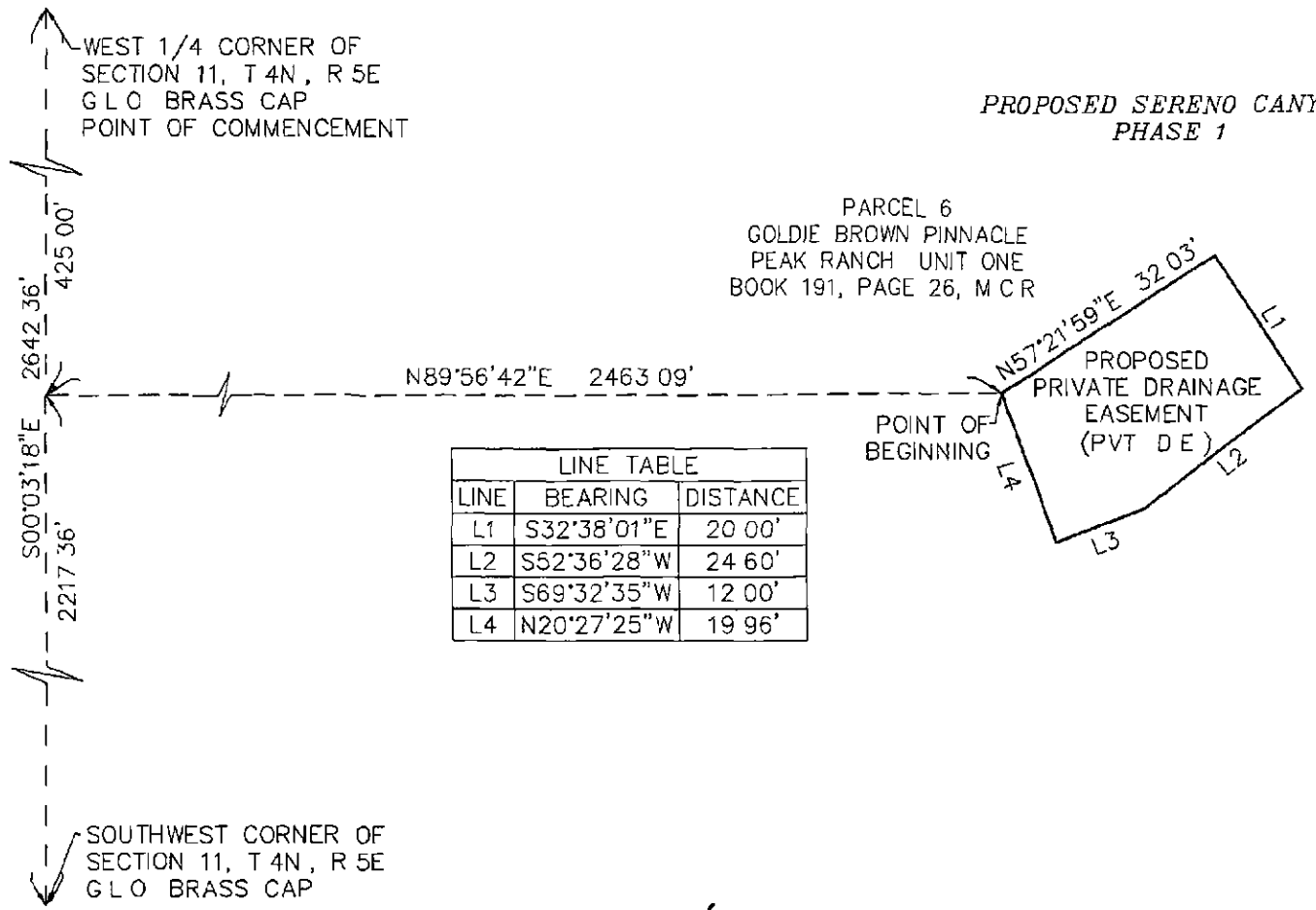
Containing 0 0165 acres, or 718 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

Y \WP\Parcel Descriptions\062654 Sereno Canyon Proposed PVT D E L11 doc





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S32°38'01"E	20 00'
L2	S52°36'28"W	24 60'
L3	S69°32'35"W	12 00'
L4	N20°27'25"W	19 96'

20070280519

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-4-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED PRIVATE DRAINAGE EASEMENT (PVT D E)
12-04-06
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
T \2006\062654\LEGAL\2654L11-DB\DWG\2654L11

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070280520 03/08/2007 09:32
ELECTRONIC RECORDING

16222-7-1-1--
Hoyp

When recorded return to

Wood Patel & Assoc
932 W. Southern Ave Ste 7
Mesa, AZ 85210
Attn _____

PRIVATE DRAINAGE EASEMENT DECLARATION

THIS PRIVATE DRAINAGE EASEMENT DECLARATION (this "Declaration") is made as of this 1st day of February, 2007, by MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("Grantor")

RECITALS

A Grantor is the owner of the real property described on Exhibit "A" attached hereto and incorporated by this reference (the "Drainage Easement Property") which is part of a development referred to as Sereno Canyon .

B Association is the homeowners association formed for the Sereno Canyon development

C. Grantor intends to construct certain drainage improvements (the "Drainage Improvements") on the Drainage Easement Property.

D Grantor desires to grant the Association a perpetual, non-exclusive access easement over and across the Drainage Easement Property for the purposes of maintaining, repairing and replacing the Drainage Improvements

NOW, THEREFORE, for the purposes set forth above, Grantor hereby declares that the Burdened Property, or any portion or part thereof or any interest therein, shall hereafter be sold, conveyed, exchanged, granted, devised, assigned, leased or otherwise owned, held or transferred subject to this Declaration and in accordance with the following provisions

1 Declaration of Drainage Easement Grantor hereby declares, grants and establishes, as an easement appurtenant to the Benefited Property, a perpetual, non-exclusive drainage easement (the "Drainage Easement") over, across, under and through the Drainage Easement Property solely for the purpose of the drainage and disposal of storm water, together with the right to install, maintain, repair and replace Drainage Improvements approved by the City of Scottsdale, Arizona

2. Public Dedication. The provisions of this Declaration are not intended to and do not constitute a dedication for public use of the Drainage Easement, and the rights herein created are private and for the benefit only of the Owner of the Benefited Property, its successors and assigns Notwithstanding the foregoing, nothing set forth herein shall be deemed to prohibit or preclude public dedication at a subsequent date.

3. Title; Perpetual Duration. The benefits and burdens set forth in this Declaration shall be appurtenant to and run with both the Burdened Property and the Benefited Property and shall be binding upon all persons or entities having or acquiring any right, title or interest in and to the Burdened Property or the Benefited Property. The Drainage Easement declared, granted and established herein shall be perpetual in duration.

4. Construction. This instrument shall be construed in accordance with the laws of the State of Arizona.

5. Termination of Liability Whenever the transfer of ownership of all or any part of the Burdened Property or the Benefited Property takes place, the Grantor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

6. Amendments and Rescission. This Declaration may be amended or rescinded only by recording, in the office of the Recorder of Maricopa County, Arizona, a written instrument reciting such amendment or rescission, bearing the acknowledged signature of the Owner of the Benefited Property and the Owner of the Burdened Property.

DATED the day and year first above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: _____
Its: Authorized Representative

ASSOCIATION.

SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By: _____
Its: Authorized Representative

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ the AUTHORIZED REP of MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company, on behalf of the company.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4 2010
(407) 398-0153 Florida Notary Service.com

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ the AUTHORIZED REP of SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M ELMORE
MY COMMISSION # DD580254
EXPIRES. Nov 4, 2010
(407) 398-0153 Florida Notary Service.com

EXHIBIT "A"

Legal Description of Benefited Property

[See attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

December 4, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Private Drainage Easement (PVT. D.E.)

A portion of Parcel 15 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M C R), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the north quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the northeast corner of said section, a G L O brass cap, bears North 89°54'00" East (basis of bearing), a distance of 2,639 60 feet,
THENCE along the north line of said section, North 89°54'00" East, a distance of 648 27 feet,
THENCE leaving said north line, South 00°06'00" East, a distance of 680 88 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING,**
THENCE southeasterly along said curve, having a radius of 780 00 feet, concave southwesterly, whose radius bears South 54°57'20" West, through a central angle of 05°52'08", a distance of 79 90 feet, to a point hereby designated as Point "A" for future reference in this description and a point of intersection with a non-tangent line,
THENCE South 81°32'06" West, a distance of 41 47 feet,
THENCE North 90°00'00" West, a distance of 32 10 feet,
THENCE North 52°36'58" West, a distance of 30 24 feet, to a point hereby designated as Point "B" for future reference in this description,
THENCE North 44°38'15" East, a distance of 77 84 feet, to the **POINT OF BEGINNING**

TOGETHER WITH

Commencing at said Point "A"
THENCE South 25°11'47" East, a distance of 108 26 feet, to the **POINT OF BEGINNING,**
THENCE South 21°13'02" East, a distance of 26 36 feet,
THENCE South 68°46'58" West, a distance of 8 00 feet,
THENCE North 21°13'02" West, a distance of 26 36 feet,
THENCE North 68°46'58" East, a distance of 8 00 feet, to the **POINT OF BEGINNING**

TOGETHER WITH

Commencing at said Point "B"
THENCE South 44°38'15" West, a distance of 64 40 feet, to the **POINT OF BEGINNING,**
THENCE South 02°14'51" West, a distance of 13 19 feet,

Parcel Description
Sereno Canyon
Proposed Private Drainage Easement (PVT. D.E.)

December 4, 2006
WP# 062654

See Exhibit "A"

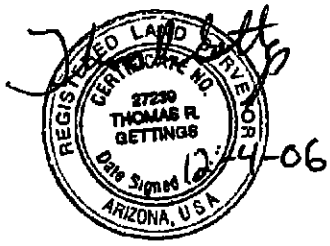
THENCE South 43°58'51" West, a distance of 58 05 feet,
THENCE North 82°06'18" West, a distance of 11 93 feet,
THENCE North 44°38'15" East, a distance of 74 93 feet, to the **POINT OF BEGINNING**

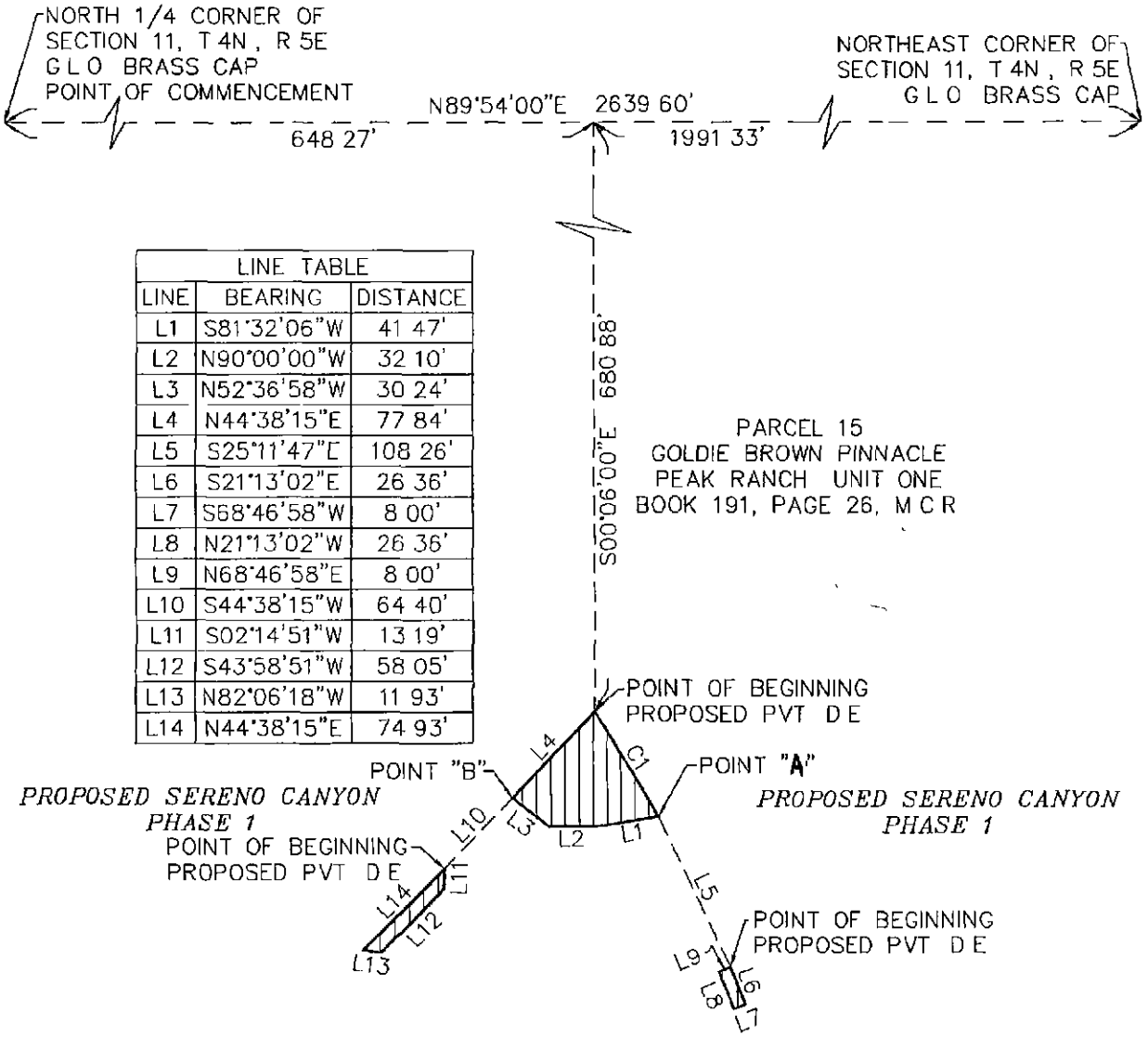
Containing 0 1090 acres, or 4,746 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80 and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

Y:\WP\Parcel Descriptions\062654 Sereno Canyon Proposed PVT D E L12.doc





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°32'06"W	41 47'
L2	N90°00'00"W	32 10'
L3	N52°36'58"W	30 24'
L4	N44°38'15"E	77 84'
L5	S25°11'47"E	108 26'
L6	S21°13'02"E	26 36'
L7	S68°46'58"W	8 00'
L8	N21°13'02"W	26 36'
L9	N68°46'58"E	8 00'
L10	S44°38'15"W	64 40'
L11	S02°14'51"W	13 19'
L12	S43°58'51"W	58 05'
L13	N82°06'18"W	11 93'
L14	N44°38'15"E	74 93'

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 12-9-06
ARIZONA, U S A

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	05°52'08"	780 00'	79 90'

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

N

EXHIBIT "A"

SERENO CANYON
PROPOSED PRIVATE DRAINAGE EASEMENT (PVT D E)
12-04-06
WP# 062654
PAGE 3 OF 3
NOT TO SCALE
T \2006\062654\LEGAL\2654L12-DB\DWG\2654L12

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070280524 03/08/2007 09:32
ELECTRONIC RECORDING

16224-6-1-1--
Hoyp

When recorded return to

Wood PATEL & ASSOC.
932 W. Southern Ave Ste 7
Mesa AZ 85210
Attn _____

PRIVATE DRAINAGE EASEMENT DECLARATION

THIS PRIVATE DRAINAGE EASEMENT DECLARATION (this "Declaration") is made as of this 1st day of February, 2007, by MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("Grantor").

RECITALS

A Grantor is the owner of the real property described on Exhibit "A" attached hereto and incorporated by this reference (the "Drainage Easement Property") which is part of a development referred to as Sereno Canyon

B Association is the homeowners association formed for the Sereno Canyon development

C Grantor intends to construct certain drainage improvements (the "Drainage Improvements") on the Drainage Easement Property.

D Grantor desires to grant the Association a perpetual, non-exclusive access easement over and across the Drainage Easement Property for the purposes of maintaining, repairing and replacing the Drainage Improvements

NOW, THEREFORE, for the purposes set forth above, Grantor hereby declares that the Burdened Property, or any portion or part thereof or any interest therein, shall hereafter be sold, conveyed, exchanged, granted, devised, assigned, leased or otherwise owned, held or transferred subject to this Declaration and in accordance with the following provisions

1 Declaration of Drainage Easement Grantor hereby declares, grants and establishes, as an easement appurtenant to the Benefited Property, a perpetual, non-exclusive drainage easement (the "Drainage Easement") over, across, under and through the Drainage Easement Property solely for the purpose of the drainage and disposal of storm water, together with the right to install, maintain, repair and replace Drainage Improvements approved by the City of Scottsdale, Arizona

2. Public Dedication. The provisions of this Declaration are not intended to and do not constitute a dedication for public use of the Drainage Easement, and the rights herein created are private and for the benefit only of the Owner of the Benefited Property, its successors and assigns. Notwithstanding the foregoing, nothing set forth herein shall be deemed to prohibit or preclude public dedication at a subsequent date.

3. Title; Perpetual Duration. The benefits and burdens set forth in this Declaration shall be appurtenant to and run with both the Burdened Property and the Benefited Property and shall be binding upon all persons or entities having or acquiring any right, title or interest in and to the Burdened Property or the Benefited Property. The Drainage Easement declared, granted and established herein shall be perpetual in duration.

4. Construction. This instrument shall be construed in accordance with the laws of the State of Arizona.

5. Termination of Liability. Whenever the transfer of ownership of all or any part of the Burdened Property or the Benefited Property takes place, the Grantor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

6. Amendments and Rescission This Declaration may be amended or rescinded only by recording, in the office of the Recorder of Maricopa County, Arizona, a written instrument reciting such amendment or rescission, bearing the acknowledged signature of the Owner of the Benefited Property and the Owner of the Burdened Property.

DATED the day and year first above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: _____
Its: Authorized Representative

ASSOCIATION.

SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By: _____
Its: Authorized Representative

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ, the AUTH. REP. MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company, on behalf of the company.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4 2010
(407) 398-0153 Florida Notary Service com

STATE OF FLORIDA)
) ss.
County of PASCO)

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2007 by THERESA O. FRANKIEWICZ, the AUTH. REP. SERENO CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Arlene M. Elmore
Notary Public

My Commission Expires:

ARLENE M. ELMORE
MY COMMISSION # DD580254
EXPIRES Nov 4, 2010
(407) 398 0153 Florida Notary Service com

EXHIBIT "A"

Legal Description of Benefited Property

[See attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

September 25, 2006
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed 12' Private Drainage Easement (PVT. D.E.)

A portion of Parcel 6 of Goldie Brown Pinnacle Peak Ranch Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the west quarter corner of said Section 11, a General Land Office (G L O) brass cap, from which the southwest corner of said section, a G L O brass cap, bears South 00°03'18" East (basis of bearing), a distance of 2642 36 feet,
THENCE along the west line of said section, South 00°03'18" East, a distance of 308 60 feet,
THENCE leaving said west line, North 89°56'42" East, a distance of 1728 33 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING,**
THENCE easterly along said curve, having a radius of 531 00 feet, concave northerly, whose radius bears North 11°08'53" East, through a central angle of 01°51'15", a distance of 17 18 feet, to a point of intersection with a non-tangent line,
THENCE South 35°28'47" East, a distance of 23 53 feet,
THENCE South 54°31'13" West, a distance of 12 00 feet,
THENCE North 35°28'47" West, a distance of 35 82 feet, to the **POINT OF BEGINNING**

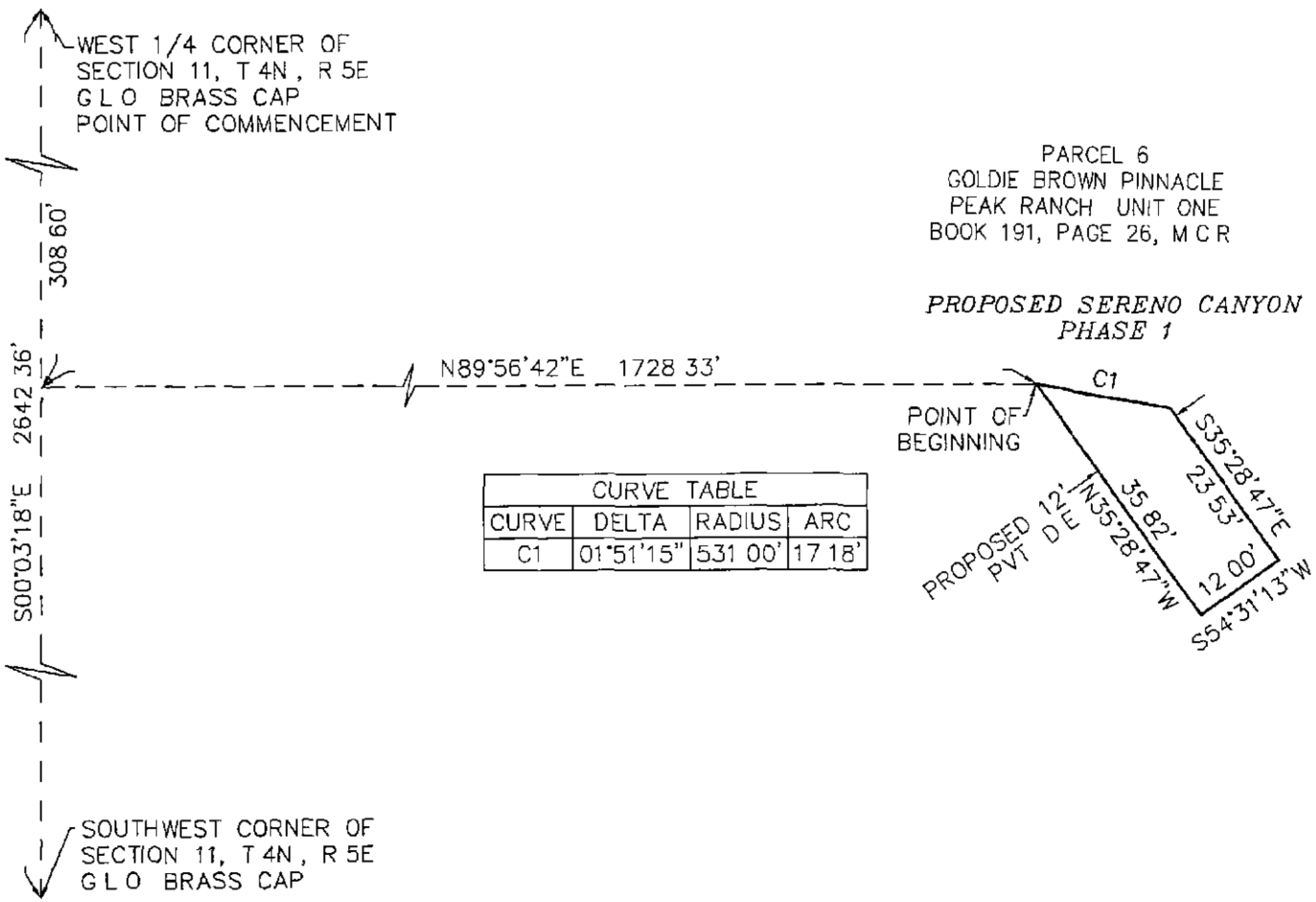
Containing 0 0082 acres, or 355 square feet of land, more or less

Subject to existing rights-of-way and easements

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc (Wood/Patel), dated June 11, 2004, job number 042054 80, and other client provided information This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey

Y \WP\Parcel Descriptions\062654 Sereno Canyon Proposed 12' PVT D E doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R. GETTINGS
Date Signed 9-25-06
ARIZONA, U.S.A.



CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	01°51'15"	531 00'	17 18'

20070280524

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR
CERTIFICATE NO
27239
THOMAS R
GETTINGS
Date Signed 9-25-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

SERENO CANYON
PROPOSED 12' PRIVATE DRAINAGE EASEMENT (PVT D E)
09-25-06
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070290982 03/12/2007 09:41
ELECTRONIC RECORDING

16295-5-1-1--
thomasi

When recorded return to:

_____
_____
_____
Attn: _____

TEMPORARY ACCESS EASEMENT DECLARATION

THIS TEMPORARY ACCESS EASEMENT DECLARATION (this "Declaration") is made as of this 6th day of February, 2007, by MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company ("Grantor").

RECITALS

A. Grantor is the owner of the real property described on Exhibit "A" attached hereto and incorporated by this reference (the "Easement Area") which is part of a development referred to as Sereno Canyon..

B. Grantor intends to construct a temporary turn around on the Easement Area for use by the owners of lots in Sereno Canyon Phase 1 as shown on the Plat to be recorded in the records of Maricopa County, Arizona, and their family members and invitees and by operators of emergency vehicles and City service-vehicles such as vehicles for refuse collection (the "Grantees").

NOW, THEREFORE, for the purposes set forth above, Grantor hereby declares that the Easement Area, or any portion or part thereof or any interest therein, shall hereafter be sold, conveyed, exchanged, granted, devised, assigned, leased or otherwise owned, held or transferred subject to this Declaration and in accordance with the following provisions:

1. Declaration of Temporary Access Easement. Grantor hereby declares, grants and establishes, a perpetual, non-exclusive easement (the "Easement"), over, upon and across the Easement Area solely for the purpose of vehicular access over and across the Easement Area by Grantees. The Grantees shall not make any improvements or modifications to the Easement Area. In the event of damage or destruction to the Easement Area by a Grantee, the Grantee shall, at its sole expense, repair the Easement Area.

2. Title; Termination. The benefits and burdens set forth in this Declaration shall be appurtenant to and run with the Easement Area and shall be binding upon all persons or entities having or acquiring any right, title or interest in and to Easement Area. The Easement granted herein shall automatically terminate and be of no further force and effect without abandonment or other future action by Grantor or any Grantees upon recordation of one or more plats or maps of dedication signed by the Grantor or its successors and assigns and the City of Scottsdale ("City") covering all or any portion of the Easement Area..

3. Termination of Liability. Whenever the transfer of ownership of all or any part of the Easement Area takes place, the Grantor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

4. Construction. This instrument shall be construed in accordance with the laws of the State of Arizona.

5. Amendments and Rescission. This Declaration may be amended or rescinded only by recording, in the office of the Recorder of Maricopa County, Arizona, a written instrument reciting such amendment or rescission, bearing the acknowledged signature of the owner of the Easement Area and the City.

DATED the day and year first above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

By: Theresa O'Frankiewicz
Its: Authorized Representative

OFFICIAL SEAL
PATRICIA A. OSBACK
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Mar. 15, 2008

STATE OF Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of February, 2007, by THERESA O'FRANKIEWICZ, the _____ of MCDOWELL MOUNTAIN BACK BOWL, LLC, an Illinois limited liability company

Patricia A. Osback
NOTARY PUBLIC

My Commission Expires:
3-15-08

EXHIBIT "A"

Legal Description of Easement Area

[See attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

February 5, 2007
WP# 062654

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Temporary Turnaround

A portion of Parcel 15 of Goldie Brown Pinnacle Peak Ranch: Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

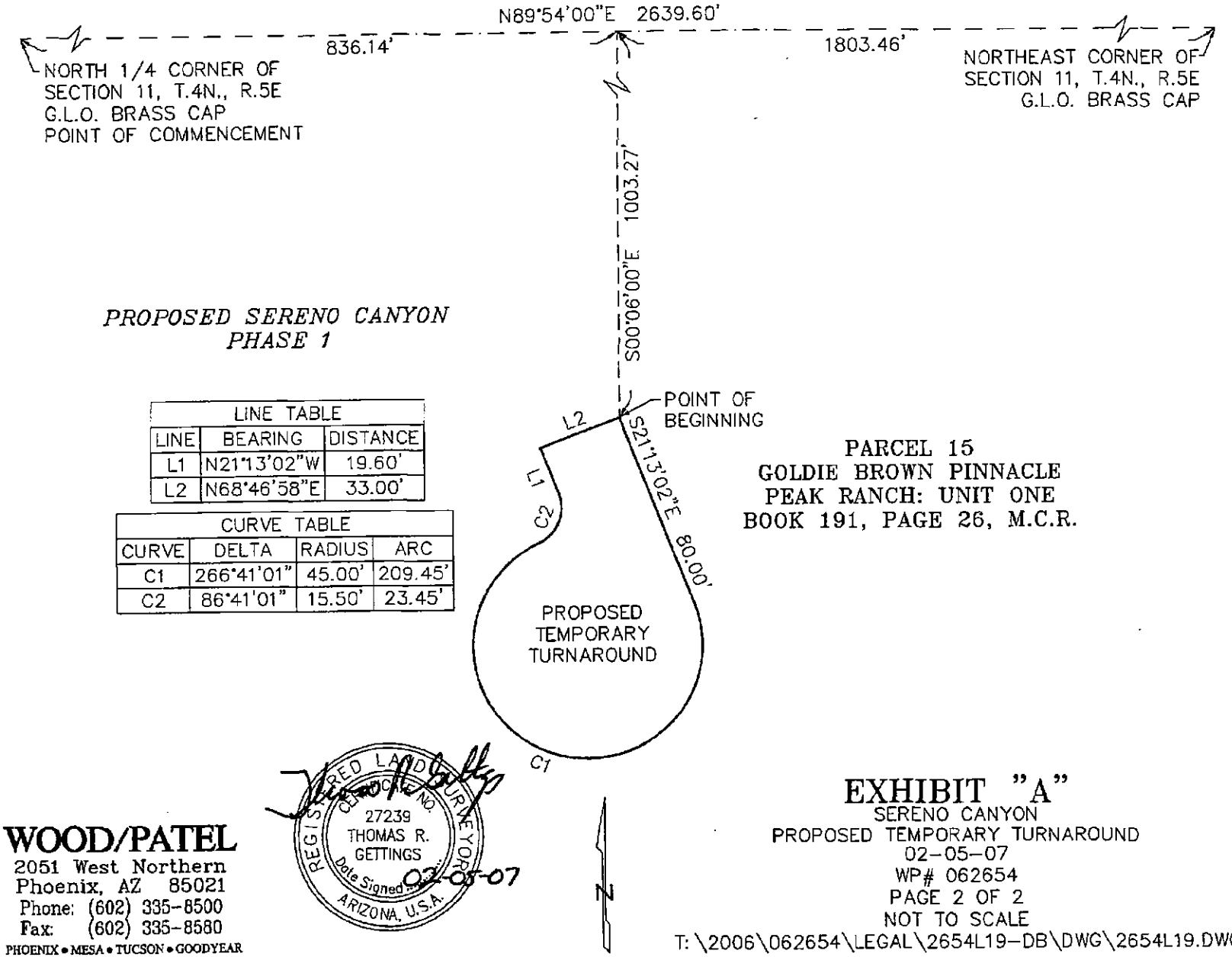
Commencing at the north quarter corner of said Section 11, a General Land Office (G.L.O.) brass cap, from which the northeast corner of said section, a G.L.O. brass cap, bears North 89°54'00" East (basis of bearing), a distance of 2639.60 feet;
THENCE along the north line of said section, North 89°54'00" East, a distance of 836.14 feet;
THENCE leaving said north line, South 00°06'00" East, a distance of 1003.27 feet, to the **POINT OF BEGINNING**;
THENCE South 21°13'02" East, a distance of 80.00 feet, to the beginning of a curve;
THENCE westerly along said curve, having a radius of 45.00 feet, concave southerly, whose radius bears South 68°46'58" West, through a central angle of 266°41'01", a distance of 209.45 feet, to a point reverse curvature;
THENCE northerly along said curve, having a radius of 15.50 feet, concave westerly, whose radius bears North 24°32'01" West, through a central angle of 86°41'01", a distance of 23.45 feet, to the curve's end;
THENCE North 21°13'02" West, a distance of 19.60 feet;
THENCE North 68°46'58" East, a distance of 33.00 feet, to the **POINT OF BEGINNING.**

Containing 0.1837 acres, or 8,001 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc. (Wood/Patel), dated June 11, 2004, job number 042054.80 and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





PROPOSED SERENO CANYON
PHASE 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°13'02"W	19.60'
L2	N68°46'58"E	33.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	266°41'01"	45.00'	209.45'
C2	86°41'01"	15.50'	23.45'

PARCEL 15
GOLDIE BROWN PINNACLE
PEAK RANCH: UNIT ONE
BOOK 191, PAGE 26, M.C.R.

20070290982

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 02-05-07
ARIZONA, U.S.A.

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON • GOODYEAR

EXHIBIT "A"

SERENO CANYON
PROPOSED TEMPORARY TURNAROUND
02-05-07
WP# 062654
PAGE 2 OF 2
NOT TO SCALE
T:\2006\062654\LEGAL\2654L19-DB\DWG\2654L19.DWG

FINAL PLAT FOR SERENO CANYON PHASE 1

A REPLAT OF A PORTION OF PARCEL NO.'S 6, 7, 10, 14 AND 15 AND ALL OF PARCEL 11 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G.&S.R.M., MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER HAS SUBDIVIDED UNDER THE NAME OF "SERENO CANYON PHASE 1", A REPLAT OF A PORTION OF PARCEL NO.'S 6, 7, 10, 14 AND 15 AND ALL OF PARCEL 11 OF THE GOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, MARICOPA COUNTY RECORDS, ALL LYING WITHIN SECTION 11, T.4N., R.5E., OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "SERENO CANYON PHASE 1" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT.

PRIVATE STREETS LOCATED WITHIN THE AREAS SHOWN HEREON AS TRACT "A" ARE HEREBY DECLARED PRIVATE ACCESSWAYS FOR THE EXCLUSIVE USE OF OWNERS AND THEIR TENANTS, GUESTS AND INVITEES AND THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS, AND ARE NOT DEDICATED TO THE PUBLIC FOR ITS USE EXCEPT AS EXPRESSLY STATED HEREIN.

MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, THE FOLLOWING:

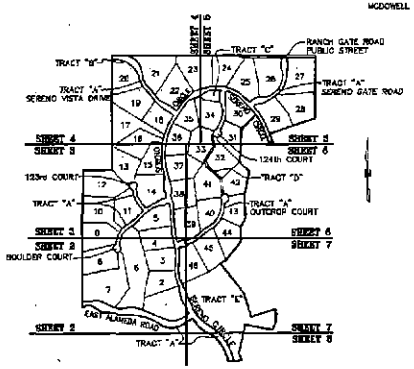
1. RANCH GATE ROAD IN FEE AS SHOWN HEREON FOR USE AS A PUBLIC STREET, MAINTENANCE SHALL BE THE ADJACENT PROPERTY OWNERS RESPONSIBILITY UNTIL SUCH TIME THE STREETS ARE IMPROVED TO CITY OF SCOTTSDALE STANDARDS AND ACCEPTED BY THE CITY OF SCOTTSDALE.
2. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS TRACTS "A" AND "D" AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT AS A "SEWER LINE EASEMENT" OR "S.L.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND OPERATING ONE OR MORE SEWER LINES, AND RELATED FACILITIES, TOGETHER WITH ACCESS RELATED TO THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF SAID SEWER LINES, SEWER LIFT STATION AND RELATED FACILITIES PROVIDED, HOWEVER, THAT ALL SEWER LINES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR OF ANY SEWER LINE OR OTHER FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS, OR SIDEWALKS DISTURBED WITH STANDARD ASPHALT OR CONCRETE ONLY.
3. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS TRACT "A" FOR THE PURPOSE OF PROVIDING ACCESS FOR EMERGENCY AND SERVICE-TYPE VEHICLES OR "E.S.V.A.E.", INCLUDING REFUSE COLLECTION VEHICLES.
4. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS A "SIGHT DISTANCE EASEMENT" OR "S.D.E." FOR THE PURPOSE OF MAINTAINING VISIBILITY WITHIN SUCH AREAS.
5. A PERPETUAL, NON-EXCLUSIVE PUBLIC UTILITY EASEMENT OR "P.U.E." UPON, OVER, AND ACROSS TRACTS "A", "B" AND "C" AND WITHIN EASEMENT PREMISES AS ELSEWHERE SPECIFIED ON THIS PLAT FOR THE PURPOSE OF PROVIDING ELECTRICITY, WATER, TRANSPORTATION, TELECOMMUNICATIONS, FIRE CONTROL, AND ALL OTHER MANNER OF UTILITIES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION, AND REPLACEMENT FROM TIME TO TIME OF INFRASTRUCTURE RELATED THERETO, UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT, OR REPAIR OF ANY UTILITY LINE OR RELATED FACILITY WITHIN SUCH EASEMENT, THE CITY OF SCOTTSDALE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SCOTTSDALE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL REPAIR OR REPLACE ANY PAVING, CURBS, GUTTERS, OR SIDEWALKS DISTURBED WITH STANDARD ASPHALT OR CONCRETE ONLY.
6. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "PUBLIC DRAINAGE EASEMENT OR "PUB. D.E." FOR PURPOSES OF WATER DRAINAGE, RETENTION AND DISCHARGE AND FOR THE PURPOSE OF ACCESSING, INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, OUTLETS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED THEREON.
7. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF SEVERAL AREAS DESIGNATED ON THE PLAT AS "BOULDER EASEMENTS" OR "B.E.", FOR THE PURPOSE OF PRESERVING THE BOULDER FEATURES IN THEIR NATURAL STATE. IMPROVEMENTS MAY NOT BE CONSTRUCTED UPON THESE EASEMENTS.
8. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE AREAS DESIGNATED ON THE PLAT AS "VEHICULAR NON-ACCESS EASEMENT" OR "V.N.A.E." FOR THE PURPOSE OF RESTRICTING AREAS OVER WHICH NO MOTORIZED VEHICLE OF ANY NATURE MAY ENTER OR CROSS.

MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, DOES HEREBY DEDICATE TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS.

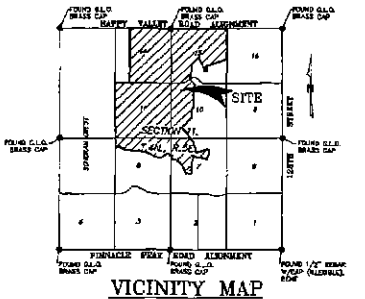
1. A PERPETUAL NON-EXCLUSIVE EASEMENT, OVER, UPON AND ACROSS EACH OF THE SEVERAL TRACTS AND OTHER AREAS DESIGNATED ON THE PLAT AS "PRIVATE DRAINAGE EASEMENT" OR "PVT. D.E." FOR PURPOSES OF WATER DRAINAGE, RETENTION AND DISCHARGE TO OVER, ACROSS AND FROM THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, OUTLETS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED HEREON.
2. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS EACH OF THE SEVERAL AREAS DESIGNATED ON THE PLAT AS "WALL EASEMENT" OR "W.E." FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING AND REPLACING WALLS.

OWNER

MCDOWELL MOUNTAIN RANCH BOWL, LLC



INDEX MAP
N.T.S.



VICINITY MAP
N.T.S.

TRACT SUMMARY TABLE

TRACT	PURPOSE
"A"	PRIVATE STREET, W.L.E., S.L.E., V.N.A.E., P.U.E., P.D.E.
"B"	P.U.E., S.L.E., P.U., P.D.E.
"C"	R.A.D.S., P.U.E., P.D.E.
"D"	S.L.E.
"E"	COMMUNITY CENTER

NOTE: THE ABOVE LISTED EASEMENTS ENCOMPASS THE ENTIRE TRACT. THERE MAY BE OTHER EASEMENTS THAT ARE DELINEATED ON THIS PLAT THAT ENCUMBER OTHER PORTIONS OF THESE TRACTS.

NOTES:

1. THE STREETS DESIGNATED AS TRACT "A" ARE PRIVATE STREETS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1.
2. THIS PLAT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION FENCING, AND MUST OTHERWISE CONFORM WITH ALL APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS.
4. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-28.
5. THE MAINTENANCE OF THE SURFACE AREA OF ANY EASEMENT WHICH LIE WITHIN THE BOUNDARY OF A SUBDIVISION LOT IS THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER UNLESS SUCH MAINTENANCE OBLIGATIONS ARE BY SEPARATELY RECORDED INSTRUMENT, ASSUMED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1.
6. THOSE AREAS DESIGNED AS TRACTS "B", "C" AND "D" ARE TO BE CONVEYED AS COMMON AREA TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1 AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1, IN THE BOUNDARY COURSE, AND SHOULD NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION BY THE CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED COMMON AREAS WOULD RESULT IN A CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY FOR SAID MAINTENANCE.
7. SIGHT DISTANCE EASEMENTS SHALL BE CLEAR OF LANDSCAPING, SIGNS, OR OTHER VISIBILITY OBSTRUCTIONS BETWEEN 2 FEET AND 7 FEET AS DETERMINED BY THE CITY OF SCOTTSDALE.
8. LAND DESIGNATED AS NATURAL AREA OPEN SPACE (N.A.O.S.) SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT SPACE PURSUANT TO THE CITY OF SCOTTSDALE'S ENVIRONMENTALLY SENSITIVE LANDS ORDINANCE. DESIGNATED N.A.O.S. AREAS SHALL NOT BE ACCEPTED FOR THE MAINTENANCE, OR PROPERTY OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION OF THE CITY OF SCOTTSDALE'S CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED N.A.O.S. AREAS COULD RESULT IN A CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY OF SCOTTSDALE FOR MAINTENANCE AND PRESERVATION.
9. EACH LOT WILL CONTAIN A MAXIMUM BUILDING CONSTRUCTION ENVELOPE. THE AREA OUTSIDE THE BUILDING CONSTRUCTION ENVELOPE IS DESIGNATED AS N.A.O.S. AND SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT OPEN SPACE. A BUILDING ENVELOPE EXHIBIT SHOWING THE GENERAL LOCATION OF THE BUILDING CONSTRUCTION ENVELOPE INITIALLY APPROVED BY THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD IS ON FILE AT THE CITY OF SCOTTSDALE. HOWEVER, AT THE TIME IT OBTAINS A BUILDING PERMIT, EACH OWNER WILL BE REQUIRED TO SPECIFY N.A.O.S. IN ADDITION TO THAT SHOWN ON THE EXHIBIT ON FILE WITH THE CITY BASED ON THE N.A.O.S. TABLE SPECIFYING THE TOTAL N.A.O.S. REQUIRED FOR EACH LOT. AT THAT TIME, THE BUILDING ENVELOPE EXHIBIT WILL BE MODIFIED TO SHOW THE LOCATION OF ALL N.A.O.S. ON THE LOT AND THE MODIFIED BUILDING CONSTRUCTION ENVELOPE.
10. REFERENCES TO THE "PROPERTY OWNERS ASSOCIATION" REFER TO THE PROPERTY OWNERS ASSOCIATION CREATED OR TO BE CREATED PURSUANT TO THE APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERENO CANYON PHASE 1
11. THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1 IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF THE PERIMETER WALL, DRAINAGE STRUCTURES AND FACILITIES, AND DRAINAGE EASEMENT AREAS.
12. THE PUBLIC UTILITY AND ROADWAY EASEMENTS SHOWN ON SOLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 191, PAGE 26, M.C.R., ARE SHOWN HEREON AND ARE IN THE PROCESS OF BEING ABANDONED PER CITY OF SCOTTSDALE ABANDONMENT CASE # 27-AB-2006.

BASIS OF BEARING

THE BASIS OF BEARING IS A STRAIGHT LINE CALCULATED BETWEEN THE NORTHWEST CORNER OF SECTION 11 AND THE SOUTHWEST CORNER OF SECTION 11, T.4N., R.5E., USING A BEARING OF SOUTH 00°03'01" EAST PER CITY OF SCOTTSDALE G.P.S. COORDINATES PUBLISHED IN 2000.

CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF TEN (10) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC. DURING THE MONTH OF JUNE OF 2004, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS R. GETTINGS
REGISTERED LAND SURVEYOR #27339
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

ACKNOWLEDGMENT

STATE OF Arizona }
COUNTY OF Yavapai } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 16th DAY OF February, 2007, BY Henry Crown. THE Attorney-in-Fact OF MCDOWELL MOUNTAIN RANCH BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

Diane F. Cuma
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/6/07

OFFICIAL SEAL
DIANE F. CUMA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/06/07

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS THE 26th DAY OF February, 2007, BY

Mary Manross
MAYOR

ATTEST BY:
CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY _____ 5/22/2007
CHIEF DEVELOPMENT OFFICER DATE

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 1-ZN-2005 AND ZONING CASE(S) NO. 1-ZN-2005 AND ALL CASE RELATED STIPULATIONS.

BY _____ 3/21/2007
PROJECT COORDINATOR DATE

BOOK 919 PAGE 16
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2007-0278697
09/07/2007 8:00:00

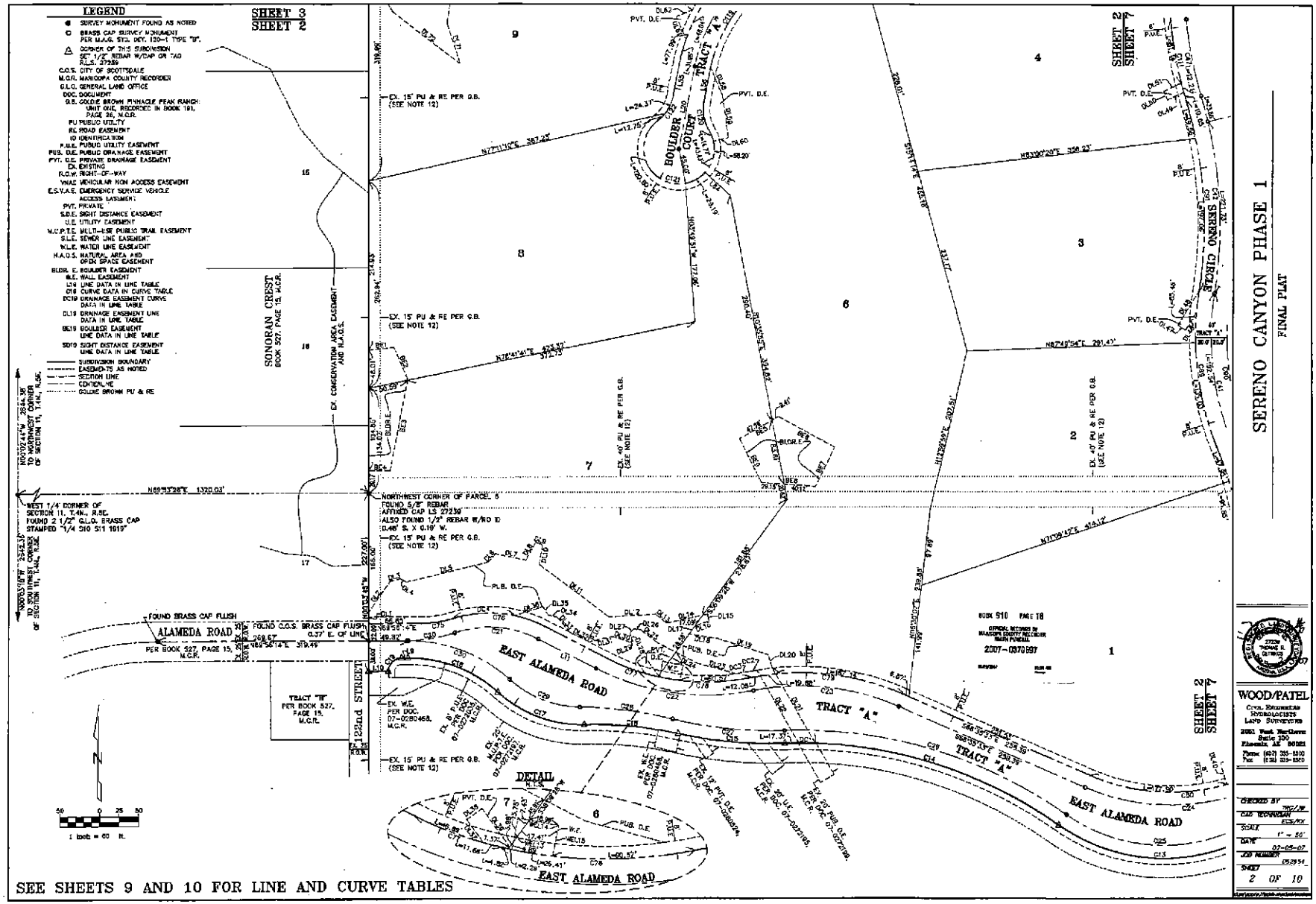
TOTAL NUMBER OF LOTS = 46
ZONING = R1-130 ESL
ACREAGE = 134.2567 ACRES

SERENO CANYON PHASE 1
FINAL PLAT

WOOD/PATEL
CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
2051 West Northern
Suite 100
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580

DRAWN BY	TRC/JN
CAD REFERENCE	SCS1.DWG
SCALE	N.A.
DATE	02-05-07
JOB NUMBER	027854
SHEET	1 OF 10

1-ZN-2005 10-OCT-2005 22-AUG-2005 5827-06



SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL
CIVIL ENGINEERS
SURVEYORS
LAND SURVEYORS
2051 West Northern
Suite 100
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8501

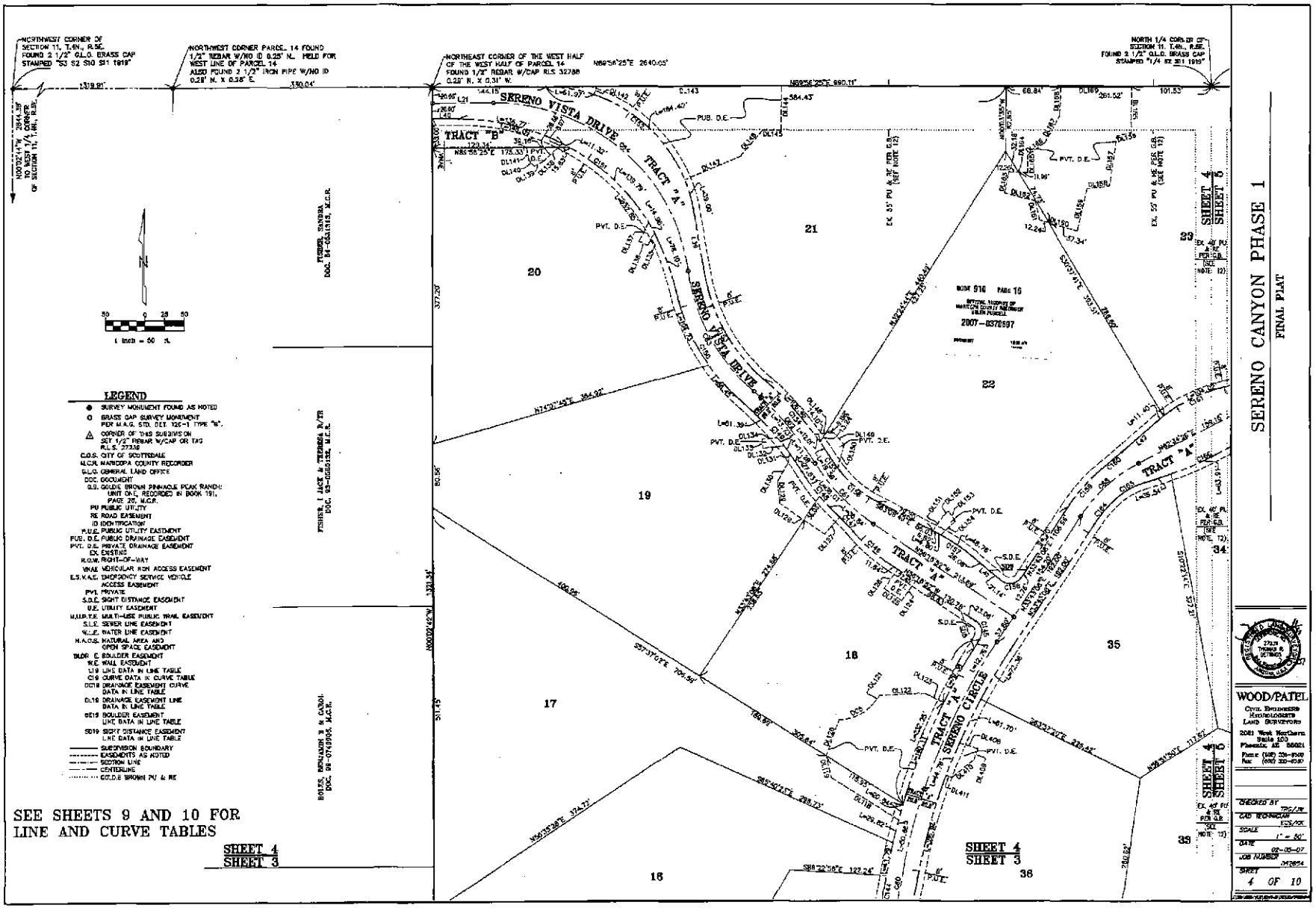
CHECKED BY: JRP/JW
CAD TECHNICIAN: ECS/KK
SCALE: 1" = 60'
DATE: 07-05-07
JOB NUMBER: 052954
SHEET: 2 OF 10

1-ZN-2005 1-DR-2005 22-PP-2005 6827-06

1-ZN-2005 113-DR-2005 22-PP-2005 6827-08

SERENO CANYON PHASE 1

FINAL PLAT



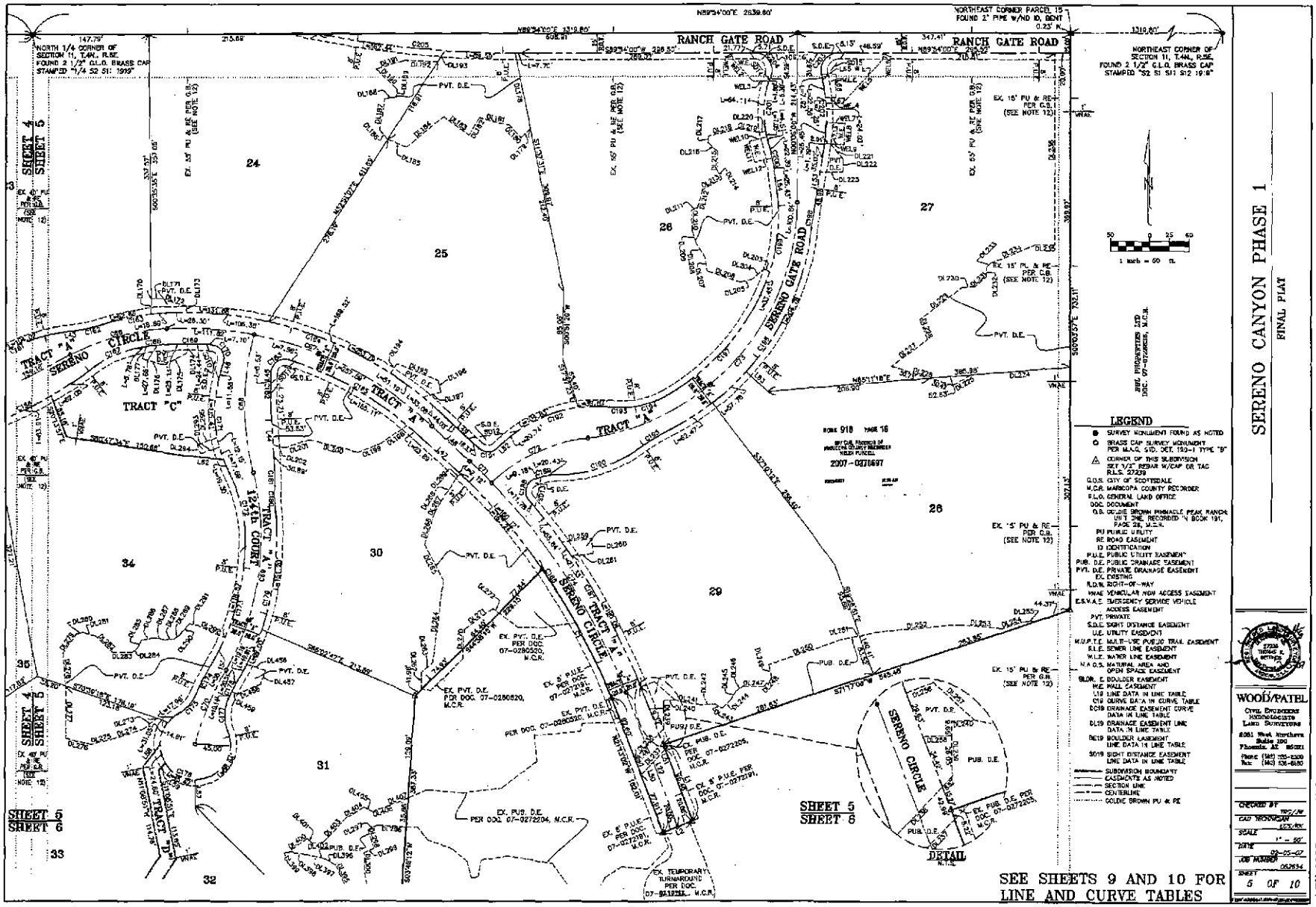
SERENO CANYON PHASE 1

FINAL PLAT

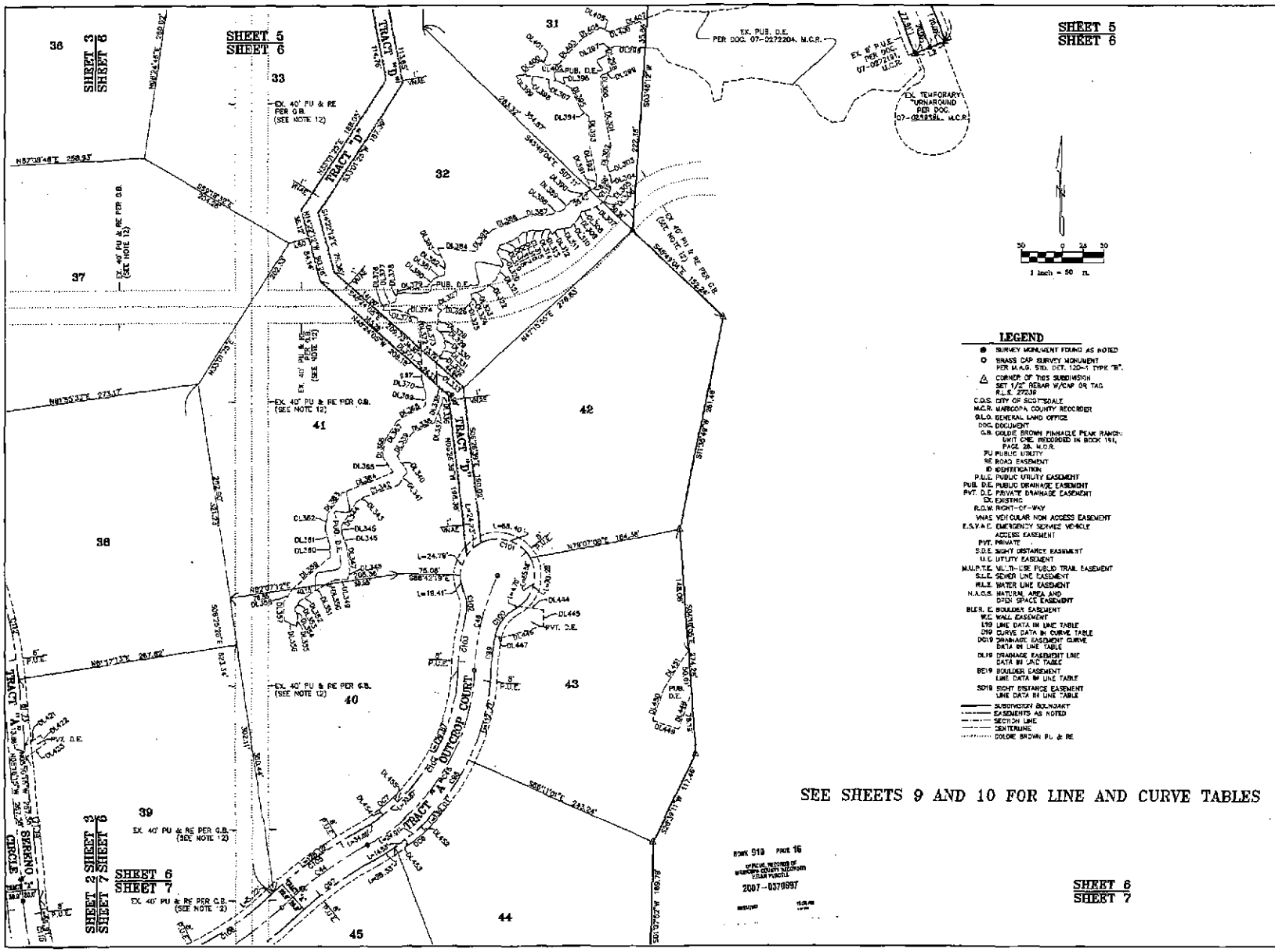
WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
2051 West NorthernAve
Suite 100
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8501

CHECKED BY	TPC/JR
CAD TECHNICIAN	EJS/KK
SCALE	1" = 50'
DATE	02-05-07
JOB NUMBER	042614
SHEET	4 OF 10

1-ZN-2005 113-DR-2005 22-PP-2005 5827-08



1-ZN-2005 113-DR-2005 22-PP-2005 6827-06



LEGEND

- SURVEY MONUMENT FOUND AS NOTED
- BRASS CAP SURVEY MONUMENT PER M.A.G. STD. DET. 120-1 TYPE "B".
- CORNER OF THIS SUBDIVISION SET 1/2" REBAR W/CAP OR TAG R.L.S. 27236
- C.O.S. CITY OF SCOTTSDALE
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE
- DOC. DOCUMENT
- G.B. COLDIE BROWN PINNACLE PEAK RANCH: UNIT ONE, RECORDED IN BOOK 151, PAGE 28, M.C.R.
- PU PUBLIC UTILITY
- RE ROAD EASEMENT
- ID IDENTIFICATION
- P.U.E. PUBLIC UTILITY EASEMENT
- PUB. D.E. PUBLIC DRAINAGE EASEMENT
- PVT. D.E. PRIVATE DRAINAGE EASEMENT
- EX. EXISTING
- R.O.W. RIGHT-OF-WAY
- VNAE VEHICULAR NON ACCESS EASEMENT
- E.S.V.A.E. EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
- PVT. PRIVATE
- S.D.E. SIGHT DISTANCE EASEMENT
- U.E. UTILITY EASEMENT
- M.U.P.T.E. MULTI-USE PUBLIC TRAIL EASEMENT
- S.L.E. SEWER LINE EASEMENT
- W.L.E. WATER LINE EASEMENT
- N.A.O.S. NATURAL AREA AND OPEN SPACE EASEMENT
- BLD.R.E. BOULDER EASEMENT
- W.E. WALL EASEMENT
- L19 LINE DATA IN LINE TABLE
- C19 CURVE DATA IN CURVE TABLE
- DD19 DRAINAGE EASEMENT CURVE DATA IN LINE TABLE
- DL19 DRAINAGE EASEMENT LINE DATA IN LINE TABLE
- BD19 BOULDER EASEMENT LINE DATA IN LINE TABLE
- SD19 SIGHT DISTANCE EASEMENT LINE DATA IN LINE TABLE

SUBDIVISION BOUNDARY
EASEMENTS AS NOTED
SECTION LINE
CENTERLINE
DOLOIE BROWN PU. & RE

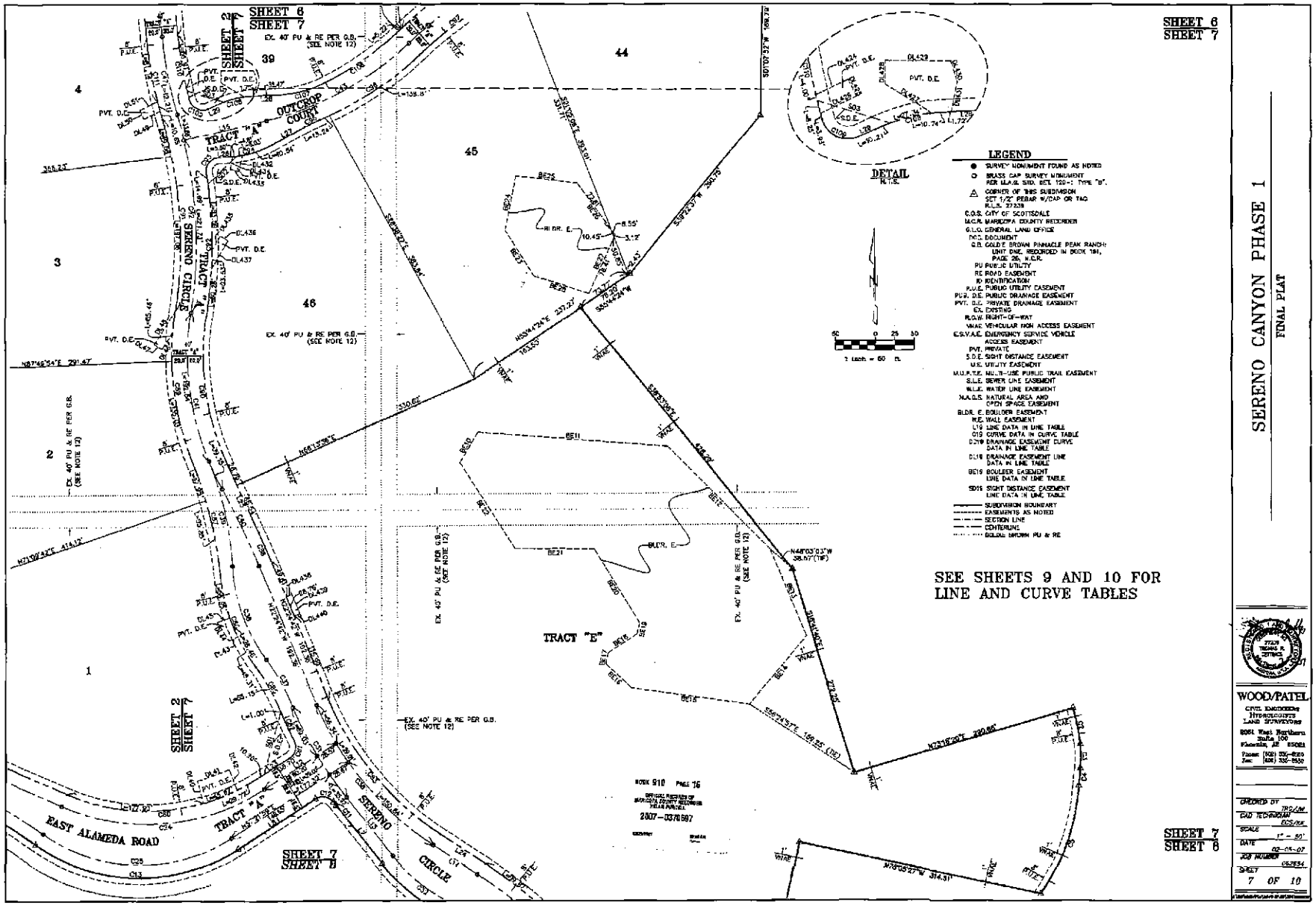
SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL
CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
2051 West Northern
Suite 103
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8530

DRAWN BY	TRC/JAH
CAD TECHNICIAN	CCC/MK
SCALE	1" = 50'
DATE	02-05-02
JOB NUMBER	082464
SHEET	6 OF 10

1-ZN-2005 113-DR-2005 22-PP-2005 5&27-06



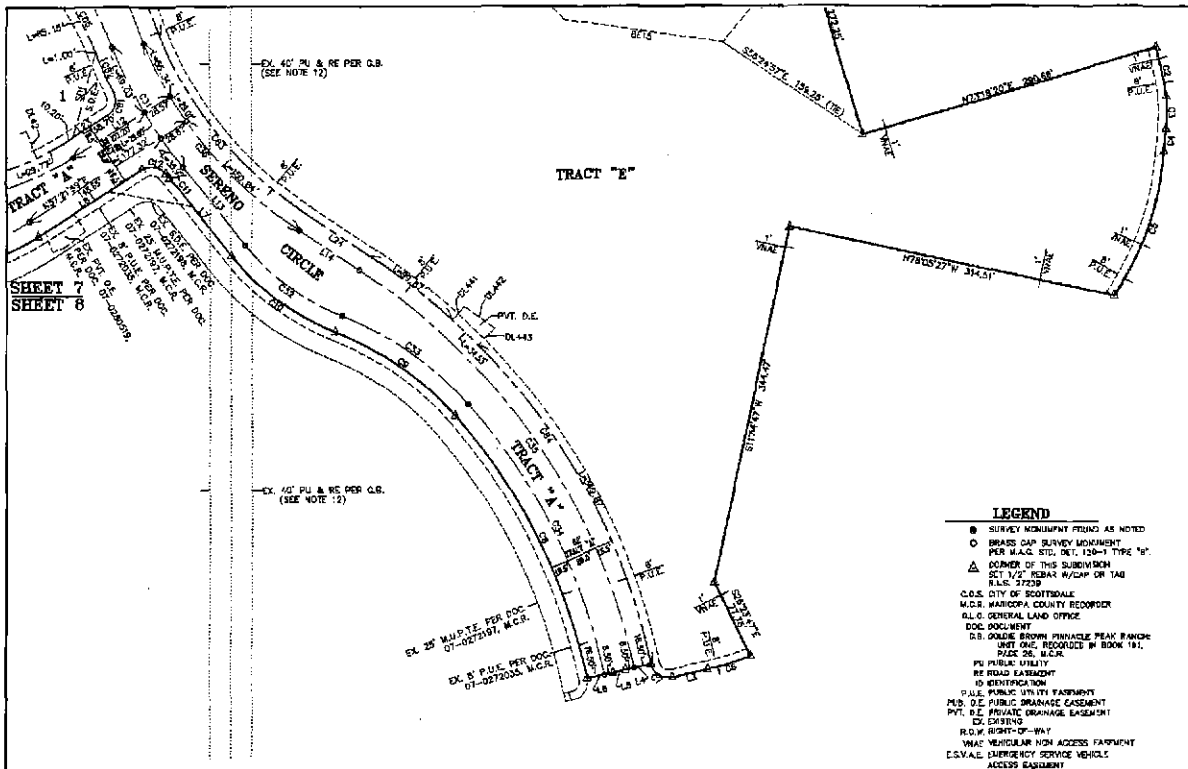
SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL
CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
8501 West Northern
Suite 100
Phoenix, AZ 85021
Phone: (623) 931-8020
Fax: (623) 930-1990

DRAWN BY	TRD/AM
CAD FILE/DRAWING	ECS/RK
SCALE	1" = 60'
DATE	02-05-07
JOB NUMBER	05.234
SHEET	7 OF 10

1-ZN-2005 113-DR-2005 22-PP-2005 5827-08



SEE SHEETS 9 AND 10 FOR LINE AND CURVE TABLES

LEGEND

- SURVEY MONUMENT FOUND AS NOTED
- BRASS CAP SURVEY MONUMENT PER M.A.G. STD. DET. 120-1 TYPE "B".
- CORNER OF THIS SUBDIVISION SET 1/2" REBAR W/CAP OR TAG R.L.S. 37239
- C.O.S. CITY OF SCOTTSDALE
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE
- DOC. DOCUMENT
- G.B. GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, RECORDED IN BOOK 191, PAGE 26, M.C.R.
- PU PUBLIC UTILITY
- RE ROAD EASEMENT
- ID IDENTIFICATION
- P.U.E. PUBLIC UTILITY EASEMENT
- PUB. D.E. PUBLIC DRAINAGE EASEMENT
- PVT. D.E. PRIVATE DRAINAGE EASEMENT
- EX. EXISTING
- R.O.W. RIGHT-OF-WAY
- VNAE VEHICULAR NON ACCESS EASEMENT
- E.S.V.A.E. EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
- PVT. PRIVATE
- S.D.E. SIGHT DISTANCE EASEMENT
- U.E. UTILITY EASEMENT
- M.U.P.T.E. MULTI-USE PUBLIC TRAIL EASEMENT
- S.L.E. SEWER LINE EASEMENT
- W.L.E. WATER LINE EASEMENT
- N.A.O.S. NATURAL AREA AND OPEN SPACE EASEMENT
- B.D.R. E. BOULDER EASEMENT
- W.E. WALL EASEMENT
- L19 LINE DATA IN LINE TABLE
- C19 CURVE DATA IN CURVE TABLE
- CD19 DRAINAGE EASEMENT CURVE DATA IN LINE TABLE
- DL19 DRAINAGE EASEMENT LINE DATA IN LINE TABLE
- BE19 BOULDER EASEMENT LINE DATA IN LINE TABLE
- SD19 SIGHT DISTANCE EASEMENT LINE DATA IN LINE TABLE
- SUBDIVISION BOUNDARY
- EASEMENTS AS NOTED
- SECTION LINE
- CENTERLINE
- GOLDIE BROWN PU & RE

BOOK 910 PAGE 18
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2007-0378697

SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL
CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
8051 East Maryland
Suite 230
Phoenix, AZ 85033
Phone: (602) 335-8500
Fax: (602) 335-8501

CHECKED BY TROY/JR
CAD TECHNICIAN RON/KK
SCALE 1" = 50'
DATE 02-05-07
JOB NUMBER 05285a
SHEET 6 OF 10

1-ZN-2005 1-ID-2005 22-PP-2006 6827-06

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°13'02"E	102.69'
L2	S68°46'58"W	40.00'
L3	S77°15'26"W	34.21'
L4	S77°15'46"W	25.00'
L5	N74°52'05"E	12.01'
L6	N77°39'54"E	25.00'
L7	N38°38'48"W	94.32'
L8	S57°21'58"W	117.13'
L9	S89°56'14"W	8.19'
L10	S89°56'15"W	25.00'
L11	S0°25'50"E	82.66'
L12	N57°21'59"E	106.77'
L13	S36°38'46"E	64.32'
L14	N56°49'55"W	68.56'
L15	N76°40'25"E	107.78'
L16	N13°55'07"W	36.08'
L17	N30°37'50"W	63.59'
L18	N17°50'47"W	119.81'
L19	S55°19'56"W	94.87'
L20	S10°47'31"W	106.88'
L21	S89°36'29"W	77.35'
L22	S31°50'26"E	182.01'
L23	N37°21'40"E	48.89'
L24	S56°49'55"E	68.56'
L25	N24°45'43"W	93.33'
L26	N86°01'01"E	11.73'
L27	N81°04'17"E	46.60'
L28	S57°27'49"W	34.20'
L29	S89°18'46"W	11.44'
L30	S80°58'10"W	7.05'
L31	S82°30'16"W	39.65'
L32	N39°32'50"W	57.98'
L33	N17°30'42"W	55.98'
L34	S17°50'47"E	55.98'
L35	S39°52'10"E	57.98'
L36	N80°08'31"E	61.48'
L37	N82°31'34"E	3.42'
L38	N17°53'27"W	47.67'
L39	S10°02'13"E	85.84'
L40	S89°58'29"W	33.94'
L41	S49°36'29"E	47.23'
L42	N46°57'16"E	58.89'
L43	N81° 2'46"E	28.43'
L44	N30°58'47"W	84.45'
L45	N82°26'28"E	8.00'
L46	N17°33'59"W	10.40'
L47	S46°57'42"E	66.26'
L48	S46°57'42"E	65.26'
L49	S46°57'42"E	62.37'
L50	S31°50'26"E	182.01'
L51	N31°50'26"W	182.01'
L52	S46°15'57"W	13.47'
L53	N08°47'32"E	84.00'
L54	N06°36'33"W	21.23'
L55	N10°47'31"E	42.86'
L56	S10°47'31"W	42.86'
L57	N00°00'00"E	32.90'
L58	N38°25'07"E	35.53'
L59	S38°23'07"W	12.27'
L60	N75°37'48"E	24.50'
L61	S89°04'48"E	24.68'
L62	S84°25'48"E	51.73'
L63	S47°31'11"E	36.45'
L64	S47°38'19"E	43.24'

SIGHT DISTANCE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
SD1	N14°59'55"E	83.18'
SD2	N40°20'46"E	50.83'
SD3	N79°07'59"W	48.49'
SD4	N77°41'19"W	42.06'
SD5	N54°05'54"E	40.22'
SD6	S85°30'58"E	61.19'
SD7	S04°25'19"W	81.19'
SD8	N20°02'38"W	40.98'
SD9	N89°33'20"E	46.34'
SD10	S19°54'23"E	46.36'
SD11	N47°35'37"E	40.96'
SD12	N81°46'43"E	64.37'
SD13	S10°07'14"W	39.43'
SD14	N34°36'26"E	42.84'
SD15	N38°16'53"E	44.83'

BOULDER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
BE1	N85°39'06"E	32.47'
BE2	S82°30'16"E	43.87'
BE3	S10°55'50"W	117.77'
BE4	S89°57'26"W	27.35'
BE5	N60°33'17"E	58.92'
BE6	S81°38'45"E	81.00'
BE7	S23°16'18"W	56.55'
BE8	N86°02'28"E	59.27'
BE9	N25°43'01"W	63.49'
BE 0	N39°42'08"E	44.55'
BE11	S82°42'54"E	242.12'
BE12	S44°50'30"E	183.43'
BE13	S22°34'08"E	121.94'
BE14	S39°42'54"W	112.53'
BE15	N82°03'00"W	151.69'
BE 6	N46°53'40"W	45.07'
BE17	N12°08'09"E	14.14'
BE18	N87°09'20"E	44.05'
BE19	N13°52'40"E	14.26'
BE20	N9°02'00"W	111.86'
BE21	N90°00'00"W	100.45'
BE22	N42°50'40"E	128.47'
BE23	N32°08'39"W	68.70'
BE24	N1°27'37"E	70.06'
BE25	S83°31'17"E	78.43'
BE26	S36°06'49"E	61.37'
BE27	S21°17'28"W	81.83'
BE28	N73°26'44"W	73.12'

WALL EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
WEL1	S90°06'00"E	8.00'
WEL2	S41°47'25"E	38.3'
WEL3	N90°00'00"E	20.28'
WEL4	N90°00'00"E	21.39'
WEL5	N41°47'25"E	76.88'
WEL6	N00°06'00"W	6.00'
WEL7	S87°46'28"E	23.93'
WEL8	S00°23'44"W	26.49'
WEL9	N87°34'19"W	25.17'
WEL10	S78°01'28"W	23.5'
WEL11	S14°22'25"E	27.06'
WEL12	N75°37'31"E	23.7'
WEL13	N10°53'46"E	20.44'
WEL14	S84°06'14"E	26.31'
WEL15	S10°53'46"W	19.86'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
DL1	N20°24'45"W	13.87'
DL2	N35°06'50"E	47.71'
DL3	N75°13'05"E	12.93'
DL4	S59°17'33"E	8.94'
DL5	N76°24'33"E	107.49'
DL6	N61°38'41"E	13.75'
DL7	S78°57'39"W	39.55'
DL8	N28°51'10"E	25.03'
DL9	S70°12'34"E	9.24'
DL10	S08°39'06"W	25.59'
DL11	S53°14'58"E	110.71'
DL12	N87°03'19"E	60.07'
DL13	S50°10'55"E	17.28'
DL14	N77°49'07"E	53.32'
DL15	S10°59'58"E	8.92'
DL16	S70°16'38"W	15.75'
DL17	S36°09'28"W	12.66'
DL18	S80°51'36"E	38.06'
DL19	S72°10'54"E	66.16'
DL20	S16°58'23"E	17.91'
DL21	S28°30'42"E	108.01'
DL22	S24°50'44"E	106.52'
DL23	N74°38'56"W	51.86'
DL24	N62°41'22"W	56.62'
DL25	N81°31'46"W	26.60'
DL26	N81°54'16"W	8.54'
DL27	S43°38'16"W	59.27'
DL28	S26°12'50"E	10.49'
DL29	BAR12°28"W	3.34'
DL30	N71°47'43"W	23.30'
DL31	S76°47'41"W	30.65'
DL32	N62°55'57"W	27.01'
DL33	N41°22'35"W	25.37'
DL34	S76°25'27"E	11.54'
DL35	S33°19'45"E	12.79'
DL36	N72°45'28"E	37.59'
DL37	N35°28'47"W	16.26'
DL38	N81°54'16"W	12.00'
DL39	S35°28'47"E	30.30'
DL40	N15°58'47"W	28.49'
DL41	N69°32'35"E	43.36'
DL42	S2°27'25"E	27.07'
DL43	S64°27'12"W	12.00'
DL44	N32°27'35"W	28.51'
DL45	N79°51'50"E	17.90'
DL46	S31°3'11"W	28.16'
DL47	N59°58'49"W	11.50'
DL48	N31°21'20"E	31.27'
DL49	S64°27'29"W	22.77'
DL50	N05°29'31"W	12.90'
DL51	N64°30'28"E	25.02'
DL52	S54°40'53"W	22.43'
DL53	S35°19'28"E	12.00'
DL54	S54°40'53"W	38.37'
DL55	N45°12'53"E	22.58'
DL56	N72°19'03"E	37.90'
DL57	S86°42'48"E	43.74'
DL58	S02°47'00"E	33.25'
DL59	S08°14'28"E	53.28'
DL60	S77°03'51"W	10.58'
DL61	N12°56'09"W	11.57'
DL62	N87°13'00"E	21.88'
DL63	N54°26'25"W	158.10'
DL64	N90°00'00"W	75.47'
DL65	S64°12'53"W	47.05'
DL66	S36°32'48"E	20.85'
DL67	S07°00'39"E	19.53'
DL68	N76°31'21"W	29.54'
DL69	S59°28'24"W	54.21'
DL70	S08°57'32"W	33.86'
DL71	S17°46'28"E	54.94'
DL72	N52°14'00"W	108.42'
DL73	N31°37'00"W	29.80'
DL74	N00°02'54"W	26.23'
DL75	N39°11'34"E	35.13'
DL76	N90°00'00"E	10.68'
DL77	S57°24'30"E	8.65'
DL78	S72°15'18"E	27.80'
DL79	N80°26'15"E	27.39'
DL80	S13°39'19"E	33.28'
DL81	S74°17'22"E	15.92'
DL82	N7°26'30"E	35.23'
DL83	N53°35'57"E	26.33'
DL84	S90°00'00"W	19.53'
DL85	N89°00'00"W	125.92'
DL86	N54°28'25"W	171.02'
DL87	S83°55'36"E	17.58'
DL88	S06°16'55"W	11.50'
DL89	N83°55'36"W	30.85'
DL90	N9°27'10"E	8.00'
DL91	S72°48'00"E	28.55'
DL92	S36°41'31"E	11.50'
DL93	S64°-0'28"W	25.48'
DL94	N00°02'54"W	279.65'
DL95	S00°02'54"E	128.70'
DL96	N89°27'08"E	50.69'
DL97	N28°59'12"E	17.10'
DL98	S81°21'15"E	13.35'
DL99	S25°8'19"E	40.27'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
DL100	S22°46'24"W	36.37'
DL101	S67°39'04"E	27.16'
DL102	S41°56'03"E	73.51'
DL103	S75°58'28"W	50.32'
DL104	S59°57'08"W	91.49'
DL105	N54°24'04"E	10.90'
DL106	S27°32'28"E	36.34'
DL107	S86°52'47"W	16.81'
DL108	N54°18'28"E	23.90'
DL109	S35°41'31"E	11.50'
DL110	S80°19'28"E	24.55'
DL111	S80°27'10"W	8.00'
DL112	S44°06'21"W	22.68'
DL113	S45°59'39"E	11.50'
DL114	S44°06'21"W	27.58'
DL115	N89°53'55"E	19.08'
DL116	S30°00'06"E	16.76'
DL117	S59°53'52"W	25.06'
DL118	N57°7'02"W	101.12'
DL119	N13°55'06"W	26.77'
DL120	N19°39'33"E	48.01'
DL121	N38°02'59"E	10.98'
DL122	N85°44'29"E	57.58'
DL123	S63°39'03"E	26.70'
DL124	N35°26'50"E	31.16'
DL125	S54°35'57"W	27.44'
DL126	S56°26'50"W	30.35'
DL127	S42°19'29"W	28.32'
DL128	N86°18'52"W	88.53'
DL129	N04°48'08"W	27.52'
DL130	N29°27'13"E	27.88'
DL131	N07°57'25"E	11.67'
DL132	S84°28'03"W	27.40'
DL133	S06°34'57"E	11.50'
DL134	S84°25'03"W	19.70'
DL135	S26°38'17"W	17.88'
DL136	S63°11'43"E	12.50'
DL137	S26°38'17"W	66.10'
DL138	N47°10'54"E	34.73'
DL139	N64°02'00"E	11.98'
DL140	S29°16'40"E	10.85'
DL141	S07°29'50"E	15.04'
DL142	S16°37'40"W	10.97'
DL143	S68°36'00"W	234.79'
DL144	N60°03'35"W	35.92'
DL145	N89°00'00"E	23.87'
DL146	N40°09'56"E	44.09'
DL147	N88°50'48"E	78.87'
DL148	S84°25'53"W	23.98'
DL149	S41°53'24"E	20.56'
DL150	S15°26'47"W	31.34'
DL151	S35°26'50"W	22.52'
DL152	N48°24'20"E	9.25'
DL153	S35°26'50"E	15.14'
DL154	S46°57'42"W	12.53'
DL155	N90°03'35"W	58.67'
DL156	N76°50'14"E	19.19'
DL157	N00°19'08"E	85.76'
DL158	N54°09'04"E	29.82'
DL159	N13°15'15"E	55.43'
DL160	S74°11'30"E	49.58'
DL161	S12°56'05"E	24.88'
DL162	S7°53'30"E	39.82'
DL163	S11°36'35"W	27.58'
DL164	N89°03'42"W	24.25'
DL165	S00°00'00"W	23.04'
DL166	S43°11'09"E	23.04'
DL167	S27°54'35"W	59.56'
DL168	S60°00'00"W	36.33'
DL169	S89°36'25"W	91.15'
DL170	N00°35'35"W	19.48'
DL171	N89°40'50"E	12.53'
DL172	S73°44'32"E	34.15'
DL173	S00°00'00"W	8.00'
DL174	S00°00'00"W	11.47'
DL175	S63°02'18"W	34.03'
DL176	N72°46'49"W	27.91'
DL177	N15°57'58"E	13.87'
DL178	N11°37'31"W	27.46'
DL179	N46°00'11"E	18.58'
DL180	S41°43'43"E	21.28'
DL181	S7°2'0"E	40.21'
DL182	N30°31'12"E	24.46'
DL183	S85°7'20"E	39.84'
DL184	N65°13'26"E	80.07'
DL185	S68°54'07"E	28.02'
DL186	S39°09'16"E	15.69'
DL187	S08°19'38"W	38.00'
DL188	S62°02'02"W	14.50'
DL189	S06°31'21"W	10.17'
DL190	S45°39'07"E	37.37'
DL191	S72°8'47"W	36.60'
DL192	N87°34'27"W	43.20'
DL193	S12°51'07"E	16.59'
DL194	S32°58'45"W	15.00'
DL195	N67°20'48"W	58.27'
DL196	N14°47'55"W	15.47'
DL197	N75°2'05"E	23.48'
DL198	N55°22'14"E	39.99'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
DL199	N88°33'25"E	31.67'
DL200	S75°32'05"E	63.66'
DL201	N71°36'48"E	33.19'
DL202	S74°57'48"E	15.02'
DL203	S72°18'04"E	74.73'
DL204	N49°11'27"E	19.65'
DL205	N75°58'27"E	74.73'
DL206	S71°30'54"E	44.39'
DL207	S12°19'13"E	13.84'
DL208	S31°45'17"E	19.03'
DL209	S17°39'47"E	16.49'
DL210	S03°32'51"E	26.95'
DL211	S57°04'54"W	6.81'
DL212	S14°44'46"W	24.39'
DL213	S80°47'46"W	28.16'
DL214	S87°18'20"E	12.72'
DL215	S00°00'00"W	23.61'
DL216	S47°55'24"E	15.92'
DL217	S01°8'16"W	8.45'
DL218	S75°26'41"W	39.06'
DL219	N79°57'23"W	27.56'
DL220	S78°45'51"W	8.00'
DL221	N39°21'16"W	24.38'
DL222	N00°06'00"W	10.76'
DL223	N89°14'00"E	28.87'
DL224	S85°17'8"W	126.45'
DL225	S80°17'20"W	26.90'
DL226	N72°57'18"W	80.15'
DL227	N53°13'17"E	57.05'
DL228	N20°57'08"W	26.99'
DL229	N51°55'23"E	67.84'
DL230	N38°20'12"E	18.08'
DL231	N49°58'57"E	19.70'
DL232	N00°00'00"E	13.69'
DL233	N47°35'48"E	6.12'
DL234	N67°29'31"E	62.33'
DL235	S88°59'49"E	24.09'
DL236	N00°03'59"W	243.91'
DL237	N43°54'21"E	44.09'
DL237	N43°54'21"E	44.09'
DL237	N43°54'21"E	44.09'
DL237	N43°54'21"E	44.09'
DL238	N43°54'21"E	52.91'
DL238	N43°54'21"E	52.91'
DL238	N43°54'21"E	52.91'
DL239	N00°06'15"W	35.70'
DL239	N00°06'15"W	35.70'
DL239	N00°06'15"W	35.70'
DL240	S87°41'50"W	14.90'
DL240	S87°41'50"W	14.90'
DL240	S87°41'50"W	14.90'
DL240	S87°41'50"W	14.90'
DL241	S78°56'36"E	32.04'
DL242	N58°48'28"E	19.80'
DL243	S84°32'49"E	9.59'
DL244	N48°18'58"E	15.82'
DL245	N30°31'00"E	12.25'
DL246	N57°30'15"E	10.97'
DL247	S84°30'42"E	20.32'
DL248	N39°05'18"E	15.09'
DL249	V11°30'19"W	17.80'
DL250	N70°21'01"E	35.78'
DL251	N77°34'12"E	47.73'
DL252	N54°38'08"E	104.56'
DL253	S83°31'50"E	53.56'
DL254	M71°17'26"E	28.36'
DL255	S88°03'17"W	17.33'
DL255	N58°46'36"E	18.49'
DL257	S47°57'27"E	35.47'
DL258	S88°01'45"W	18.13'
DL259	N89°39'18"E	39.04'
DL260	S07°20'34"E	8.85'
DL261	S82°38'28"W	28.06'
DL262	N02°57'12"W	21.57'
DL263	S46°28'21"W	19.85'
DL264	S07°11'48"E	105.14'
DL265	S27°37'36"E	51.00'
DL266	S16°23'33"W	40.64'
DL267	S29°17'25"W	18.50'
DL268	S32°21'52"W	34.52'
DL269	S42°11'38"W	8.09'
DL270	N20°-4'51"E	24.57'
DL271	N53°43'31"E	45.32'
DL272	S52°36'58"E	9.69'
DL273	N51°05'34"E	21.26'
DL274	M71°17'58"E	41.95'
DL275	N75°38'59"E	28.23'
DL276	S7°28'41"E	32.96'
DL277	S80°-9'21"E	66.59'
DL278	S04°18'07"E	43.59'
DL279	S34°02'29"W	30.42'
DL280	S76°26'08"W	8.90'
DL281	N72°48'45"W	16.76'
DL282	N45°07'50"W	30.30'
DL283	S89°33'47"W	23.91'
DL284	S51°49'45"W	9.73'
DL285	S27°58'54"W	11.10'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
DL286	S78°11'19"W	15.79'
DL287	N80°12'41"W	14.13'
DL288	S83°02'29"W	12.65'
DL289	S82°43'24"W	8.31'
DL290	S39°18'41"W	18.15'
DL291	N78°10'01"W	11.56'
DL292	N85°39'02"W	38.06'
DL293	N89°29'38"E	23.47'
DL294	N21°20'10"W	12.00'
DL295	N88°29'58"E	27.36'
DL296	S87°27'11"E	37.41'
DL297	N03°58'21"E	12.14'
DL298	N15°05'33"W	25.01'
DL299	N67°31'00"E	12.34'
DL300	N02°13'41"W	25.15'
DL301	N11°1'54"W	36.5'
DL302	N09°54'20"E	25.15'
DL303	N17°52'11"W	16.64'
DL304	N02°29'14"E	12.99'
DL305	N27°45'11"E	13.12'
DL306	N41°46'40"E	3.45'
DL307	N50°25'28"E	20.38'
DL308	N81°22'20"E	7.54'
DL309	N24°25'15"E	5.81'
DL310	N41°38'51"E	14.51'
DL311	N48°35'51"W	27.44'
DL312	N50°01'34"E	8.87'
DL313	S27°02'07"E	7.34'
DL314	N73°33'37"E	12.43'
DL315	S76°59'53"E	8.53'
DL316	N75°02'21"E	12.01'
DL317	N52°20'12"E	14.28'
DL318	N68°51'02"E	18.55'
DL319	N14°54'39"E	8.42'
DL320	N26°11'32"W	18.94'
DL321	N85°13'27"E	21.35'
DL322	N53°52'54"E	21.25'
DL323	N72°31'56"E	13.70'
DL324	N09°50'16"W	8.85'
DL325	N47°30'09"E	12.74'
DL326	S87°11'24"E	21.64'
DL327	N51°21'11"E	12.53'
DL328	N03°03'05"E	19.03'
DL329	N48°05'38"W	9.54'
DL330	N15°53'41"W	14.27'
DL331	N28°22'19"E	11.34'
DL332	N35°45'42"E	11.31'
DL333	N61°28'28"W	27.38'
DL334	N49°24'06"W	8.57'
DL336	N09°35'57"W	16.02'
DL337	N22°00'58"E	25.64'
DL338	N64°12'18"E	29.58'
DL339	N32°08'22"E	33.87'
DL340	N30°36'40"W	23.31'
DL341	N89°15'18"E	32.04'
DL342	N12°35'16"E	41.80'
DL343	N56°07'50"E	13.49'
DL344	N31°39'51"E	33.28'
DL345	N04°12'45"W	9.23'
DL346	N19°12'20"W	17.02'
DL347	S07°39'22"E	29.85'
DL348	S12°55'32"W	10.15'
DL349	S87°1'56"E	18.88'
DL350	S64°28'26"W	12.17'
DL351	S57°03'52"W	24.06'
DL352	S59°02'52"W	12.47'
DL353	S32°53'36"W	12.07'
DL354	S27°07'28"E	9.61'
DL355	S08°07'22"W	12.82'
DL356	N89°06'29"W	15.92'
DL357	N04°01'06"W	22.94'
DL358	S84°50'10"W	18.85'
DL359	N49°28'11"E	80.34'
DL360	S04°32'24"E	18.73'
DL361	S16°24'32"E	17.58'
DL362	S05°22'41"W	18.37'
DL363	S35°49'44"W	30.28'
DL364	S89°27'05"W	68.66'
DL365	S33°28'59"E	22.76'
DL366	S09°16'58"W	21.76'
DL367	S31°42'00"W	27.65'
DL368	S61°46'51"W	38.32'
DL369	S04°25'24"W	14.60'
DL370	N20°-4'51"E	17.48'
DL371	S0°38'20"E	44.22'
DL372	S12°32'04"E	21.31'
DL373	S09°13'52"W	8.8'
DL374	S86°36'19"E	27.92'
DL375	N87°39'16"E	16.94'
DL376	S18°50'11"W	8.51'
DL377	S74°11'22"W	14.57'
DL378	S08°21'56"W	13.47'
DL379	S82°26'34"W	38.68'
DL380	S39°21'09"W	12.27'
DL381	S72°44'10"W	13.50'
DL382	S03°11'08"W	13.51'
DL383	S25°2'06"E	21.84'
DL384	N84°58'31"W	45.92'
DL385	S38°01'15"W	32.06'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
DL386	S67°34'45"W	44.44'
DL386	S67°34'45"W	44.44'
DL387	S84°25'20"W	30.28'
DL388	S70°43'05"W	15.91'
DL389	S49°38'52"W	12.64'
DL390	S39°18'41"W	18.15'
DL391	S01°31'42"W	11.56'
DL392	S15°23'27"E	39.82'
DL393	S01°06'14"E	34.13'
DL394	S4°00'00"E	14.07'
DL395	S23°49'01"E	27.40'
DL396	N60°07'01"W	16.15'
DL397	N77°29'48"W	27.33'
DL398	N67°21'02"W	12.31'
DL399	N36°50'32"W	6.14'
DL400	S54°53'16"W	24.92'
DL401	N47°44'22"W	8.24'
DL402	S87°36'09"W	14.21'
DL403	S13°48'52"W	43.31'
DL404	S84°4'36"W	26.07'
DL405	N8°40'02"W	12.40'
DL406	N47°46'07"E	23.03'
DL407	N50°25'28"E	20.38'
DL408	S72°-3'11"E	24.32'
DL409	S37°46'49"W	15.50'
DL410	S01°12'08"W	36.38'
DL411	N48°35'51"W	8.00'
DL412	S59°53'32"W	22.71'
DL413	N35°08'08"W	12.00'
DL414	N59°53'52"E	27.05'
DL415	S53°32'02"E	54.79'
DL416	S07°54'07"W	16.21'
DL417	N76°39'59"W	19.90'
DL418	S44°08'21"W	14.71'
DL419	S45°53'39"E	11.50'
DL420	S44°08'21"W	23.66'
DL421	S54°40'32"W	22.69'
DL422	S45°9'28"E	12.00'
DL423	S54°40'32"W	29.63'
DL424	N54°30'39"E	22.80'
DL425	S35°29'31"E	12.00'
DL426	S84°30'29"W	25.34'
DL427	N59°29'40"W	34.79'
DL428	N00°00'00"E	14.66'
DL429	N89°01'06"E	41.78'
DL430	S17°37'04"E	13.39'
DL431	S10°52'30"W	19.76'
DL432	S10°52'30"W	20.64'
DL433	S74°07'30"E	12.00'
DL434	S10°52'30"W	16.59'
DL435	N31°3'11"E	20.30'
DL436	S59°46'49"E	11.50'
DL437	S31°3'11"W	40.83'
DL438	S67°35'18"W	8.00'
DL439	N32°42'42"W	28.78'
DL440	N89°15'18"E	8.00'
DL441	N42°19'25"E	17.90'
DL442	S84°05'07"E	35.95'
DL443	S45°29'19"W	23.00'
DL444	S81°07'14"E	30.27'
DL445	S60°00'00"W	19.16'
DL446	S74°05'07"W	62.80'
DL447	N78°08'25"W	8.90'
DL448	S12°42'36"W	47.71'
DL449	N71°17'24"W	33.05'
DL450	N18°42'36"E	40.48'
DL451	N33°01'40"E	55.03'
DL452	N42°54'06"E	8.00'
DL453	S37°37'46"E	8.00'
DL454	N37°08'47"W	8.00'
DL455	S43°03'34"E	8.00'
DL456	S72°40'56"E	24.88'
DL457	S12°19'04"W	18.54'
DL458	S88°02'05"W	12.48'
DL459	N83°27'44"W	8.00'

BOOK 910 PAGE 16
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2007-0379587

SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL
CIVIL ENGINEERS HYDROLOGISTS LAND SURVEYORS
2051 West Northern Suite 100 Phoenix AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580

CHECKED BY	TBD/JW
CAD FILE/NO/DWG	ECS/Kal
SCALE	N/A
DATE	02-05-07
JOB NUMBER	0629.54
SHEET	9 OF 10

1-ZN-2005 118-DR-2005 22-PP-2005 5827-08

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	12°48'36"	780.00'	168.24'	N28°07'01"W	167.78'
C2	09°35'26"	285.50'	47.48'	N11°15'21"W	47.40'
C3	15°42'22"	145.00'	31.49'	N00°09'26"W	31.43'
C4	02°04'32"	609.00'	22.02'	S05°12'30"W	22.02'
C5	26°57'48"	280.00'	146.43'	N19°09'08"E	144.77'
C6	10°36'08"	230.50'	42.76'	N71°55'51"E	42.70'
C7	90°00'00"	17.00'	26.70'	S57°35'24"E	24.01'
C8	28°47'54"	563.00'	282.95'	N26°46'58"W	280.01'
C9	27°32'55"	285.50'	140.11'	N54°57'08"W	138.77'
C10	30°04'33"	236.50'	124.14'	S83°41'04"E	122.72'
C11	00°40'26"	481.50'	5.87'	S38°18'33"E	5.87'
C12	84°39'42"	17.00'	25.12'	N60°19'10"W	22.90'
C13	57°55'16"	231.00'	173.84'	S68°43'23"E	166.08'
C14	37°16'08"	569.00'	370.01'	N73°33'10"W	364.16'
C15	14°44'59"	631.00'	136.73'	S84°58'24"E	136.39'
C16	14°01'13"	493.00'	120.59'	N84°17'36"W	120.26'
C17	43°12'44"	159.00'	120.08'	S66°40'17"E	117.23'
C18	42°01'21"	171.00'	125.42'	N69°05'05"W	122.62'
C19	89°59'52"	17.00'	26.70'	S44°56'15"W	24.04'
C20	18°48'45"	193.00'	61.27'	N60°45'53"E	61.31'
C21	49°24'40"	136.00'	109.37'	N85°35'11"W	106.53'
C22	36°58'11"	316.00'	208.07'	S81°56'56"E	204.50'
C23	34°55'59"	514.50'	188.58'	N53°48'01"W	185.13'
C24	55°01'28"	278.50'	268.47'	N85°23'12"E	258.85'
C25	57°55'16"	214.50'	254.28'	S66°40'23"E	239.85'
C26	37°19'08"	585.50'	381.39'	N73°22'16"W	374.65'
C27	15°58'42"	514.50'	143.48'	S84°02'33"E	143.02'
C28	13°08'01"	520.00'	119.20'	N82°37'12"W	118.94'
C29	41°38'43"	137.00'	99.59'	S68°46'40"E	98.29'
C30	42°01'21"	193.00'	141.55'	N89°05'05"W	138.40'
C31	15°30'21"	463.00'	133.98'	S30°25'39"E	133.49'
C32	30°04'33"	220.50'	115.48'	S53°41'04"E	114.16'
C33	27°32'55"	308.00'	148.05'	N54°57'08"W	146.62'
C34	28°47'54"	579.50'	291.27'	N26°46'58"W	288.22'
C35	54°23'48"	508.50'	471.49'	N34°38'07"W	453.76'
C36	34°25'15"	391.50'	235.19'	S39°37'19"E	231.67'
C37	14°20'56"	285.00'	70.29'	N20°10'56"W	70.10'
C38	33°37'14"	223.00'	128.09'	S19°42'49"E	127.25'
C39	19°39'18"	463.00'	137.22'	N12°43'51"W	136.55'
C40	06°39'29"	950.00'	108.70'	N25°47'27"W	108.64'
C41	37°50'44"	350.00'	231.66'	N10°01'10"E	227.49'
C42	25°41'29"	570.00'	255.59'	N03°53'03"W	253.45'
C43	29°50'51"	400.00'	208.37'	N61°48'00"E	206.03'
C44	14°40'52"	500.00'	128.12'	S54°10'01"W	127.77'
C45	56°39'33"	250.00'	256.38'	N31°49'10"E	247.64'
C46	22°45'21"	300.00'	119.15'	S13°30'54"W	118.37'
C47	11°27'33"	500.00'	100.00'	S11°53'01"E	99.83'
C48	13°14'23"	500.00'	115.54'	N11°53'28"W	115.28'
C49	22°48'49"	230.00'	89.57'	S07°21'12"E	89.01'
C50	18°41'46"	300.00'	97.41'	N04°32'37"W	97.00'
C51	06°34'37"	500.00'	74.85'	N17°10'46"W	74.78'
C52	25°42'19"	250.00'	112.15'	N01°11'52"W	111.20'
C53	47°48'06"	205.00'	171.06'	S12°15'19"E	166.17'
C54	17°38'16"	150.00'	46.17'	N27°20'14"W	46.04'
C55	39°50'51"	480.00'	257.98'	S55°03'58"W	254.47'
C56	21°42'03"	300.00'	113.65'	S28°41'48"E	112.95'
C57	18°41'23"	350.00'	201.85'	N48°59'14"E	201.59'
C58	44°32'12"	200.00'	155.47'	S13°53'43"W	151.59'
C59	C172°08"	250.00'	32.37'	S17°45'31"E	32.35'
C60	47°48'07"	800.00'	666.97'	S09°50'05"W	647.82'
C61	24°23'23"	250.00'	106.86'	S44°02'11"E	106.04'
C62	17°11'39"	400.00'	120.04'	N40°23'19"W	119.59'
C63	41°07'37"	260.00'	179.16'	S28°27'20"E	175.35'
C64	82°04'04"	250.00'	358.19'	N48°59'33"E	328.47'
C65	28°31'16"	200.00'	100.72'	S48°08'43"W	99.66'
C66	24°27'07"	300.00'	128.03'	S74°47'56"W	127.06'
C67	45°00'45"	465.00'	365.41'	N69°28'05"W	359.56'
C68	28°55'59"	350.00'	176.74'	S30°20'02"W	174.87'
C69	43°43'47"	340.00'	259.59'	N07°43'50"E	253.43'
C70	14°40'47"	400.00'	103.07'	S22°17'56"W	102.78'
C71	02°46'37"	800.00'	38.77'	N45°31'24"W	38.77'
C72	35°51'32"	220.00'	137.69'	S85°03'05"W	135.45'
C73	63°07'02"	392.00'	432.17'	N41°27'55"E	410.74'
C74	22°56'04"	800.00'	320.69'	N32°43'04"W	318.55'
C75	19°47'21"	142.00'	41.81'	N81°35'14"E	41.48'
C76	4°55'15"	185.00'	19.58'	N84°53'29"W	19.58'
C77	139°11'45"	242.00'	58.80'	S89°51'45"E	58.41'
C78	24°13'26"	293.50'	124.09'	S88°34'19"E	123.17'
C79	34°26'28"	331.00'	195.87'	N83°48'17"W	195.84'
C80	51°02'28"	358.00'	253.33'	N85°23'13"E	245.35'
C81	90°00'00"	17.00'	25.01'	N15°13'25"W	22.51'
C82	04°46'49"	481.50'	40.17'	S24°31'51"E	40.16'
C83	34°26'13"	375.00'	225.28'	S39°37'19"E	221.91'
C84	44°23'41"	695.00'	484.27'	N34°38'05"W	472.25'
C85	14°22'59"	263.50'	66.15'	N29°19'56"W	65.97'
C86	31°11'07"	256.50'	139.62'	S20°55'52"E	137.91'
C87	16°44'17"	492.00'	143.80'	N13°47'43"W	143.28'
C88	02°21'01"	956.50'	39.60'	N23°05'13"W	39.64'
C89	31°02'48"	370.00'	200.49'	S06°33'42"E	198.05'
C90	33°43'25"	330.00'	194.23'	S07°54'01"E	191.44'
C91	25°41'29"	550.00'	246.62'	N03°53'03"W	244.55'
C92	17°42'49"	590.00'	182.40'	N00°08'19"E	181.67'
C93	96°46'09"	17.00'	28.71'	S50°37'59"W	25.42'
C94	29°55'43"	125.00'	58.78'	N74°32'36"E	58.25'
C95	06°29'47"	192.00'	21.77'	S84°19'11"W	21.76'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C96	20°44'30"	420.00'	152.04'	N57°11'49"E	151.21'
C97	14°43'52"	480.00'	122.99'	S54°00'01"W	122.66'
C98	59°22'33"	270.00'	279.80'	N31°49'10"E	267.45'
C99	05°42'42"	280.00'	42.57'	S06°28'14"W	42.53'
C100	3°01'31"	50.00'	13.66'	S35°41'21"W	42.38'
C101	264°00'00"	45.00'	207.61'	N71°18'04"W	68.70'
C102	37°17'44"	50.00'	32.55'	N04°49'22"W	31.98'
C103	11°41'38"	320.00'	65.31'	S07°58'42"W	65.20'
C104	59°22'33"	230.00'	238.35'	N31°49'10"E	227.83'
C105	14°49'55"	520.00'	133.24'	S54°10'01"W	132.89'
C106	17°38'42"	380.00'	117.04'	N55°36'58"E	116.57'
C107	22°59'31"	142.00'	56.98'	N72°58'07"E	56.60'
C108	22°08'03"	125.00'	48.29'	S76°23'51"W	47.99'
C109	99°26'51"	17.00'	29.51'	S84°55'45"E	25.96'
C110	09°55'05"	480.07'	83.06'	S10°53'47"E	82.99'
C111	11°27'33"	520.00'	104.00'	S11°53'01"E	103.83'
C112	14°16'06"	520.00'	129.34'	N12°23'45"W	128.99'
C113	07°07'22"	180.00'	56.67'	N08°49'08"W	56.63'
C114	107°28'13"	17.00'	31.89'	N66°07'43"W	27.41'
C115	22°49'06"	125.00'	49.53'	N71°28'13"E	49.20'
C116	18°39'43"	192.00'	65.89'	S73°50'24"W	65.57'
C117	24°32'09"	430.00'	184.22'	S66°54'32"E	182.79'
C118	15°41'23"	370.00'	107.78'	N48°58'14"E	107.46'
C119	44°32'14"	180.00'	139.93'	S31°33'43"W	136.43'
C120	42°32'13"	50.00'	37.12'	S10°28'35"E	36.27'
C121	269°04'26"	45.00'	208.18'	S79°12'09"E	58.32'
C122	42°32'13"	50.00'	37.12'	N32°03'38"E	36.27'
C123	44°32'24"	220.00'	171.02'	S33°03'43"W	166.75'
C124	16°41'29"	330.00'	96.13'	N48°59'14"E	95.78'
C125	07°27'12"	470.00'	61.14'	S42°22'08"W	61.10'
C126	85°08'34"	17.00'	25.41'	N03°16'27"E	23.11'
C127	21°12'03"	320.00'	121.20'	S28°41'49"E	120.48'
C128	42°32'13"	50.00'	37.12'	N39°06'51"W	36.27'
C129	265°04'26"	45.00'	208.18'	S72°09'13"W	58.32'
C130	42°32'13"	50.00'	37.12'	S03°25'19"W	36.27'
C131	21°12'03"	280.00'	106.05'	S28°41'49"E	105.42'
C132	85°08'34"	17.00'	25.41'	S85°22'07"E	23.11'
C133	10°59'28"	470.00'	90.16'	S60°16'25"W	90.05'
C134	06°39'43"	292.00'	28.86'	N63°58'25"E	28.84'
C135	22°43'02"	125.00'	49.56'	S71°50'09"W	49.24'
C136	1°52'01"	17.00'	34.33'	N33°11'02"E	28.73'
C137	44°08'44"	221.50'	170.69'	S10°25'08"E	166.47'
C138	22°47'24"	192.00'	76.37'	S08°07'33"E	75.87'
C139	16°09'30"	315.50'	89.27'	N04°48'39"W	88.97'
C140	92°27'48"	233.50'	10.04'	N10°25'21"E	10.04'
C141	24°10'04"	192.00'	80.98'	N02°39'34"W	80.38'
C142	5°51'01"	508.00'	44.76'	N18°24'57"W	44.76'
C143	51°34'36"	780.00'	703.28'	S07°53'20"W	679.70'
C144	47°59'60"	820.00'	686.93'	S09°01'19"W	667.01'
C145	68°16'00"	17.00'	20.26'	N11°37'49"W	19.09'
C146	16°01'25"	225.00'	62.93'	S48°16'05"E	62.72'
C147	07°25'05"	192.00'	24.86'	N43°57'59"W	24.84'
C148	15°53'02"	270.00'	74.85'	S39°44'00"E	74.61'
C149	17°11'39"	360.00'	114.04'	N40°23'19"W	113.61'
C150	36°16'25"	270.00'	171.16'	S39°49'23"E	168.32'
C151	77°23'57"	282.00'	380.94'	N61°21'37"W	352.83'
C152	80°01'25"	190.00'	265.37'	N80°02'54"W	244.32'
C153	36°56'55"	230.00'	150.32'	S28°30'40"E	150.38'
C154	17°11'39"	420.00'	126.04'	N40°23'19"W	125.57'
C156	05°54'55"	255.00'	23.78'	S24°44'57"E	23.78'
C156	25°26'25"	142.50'	63.05'	S50°25'37"E	62.53'
C157	13°36'20"	225.00'	53.85'	N56°13'39"W	53.43'
C158	98°48'35"	17.00'	28.76'	N82°06'26"E	25.45'
C159	16°52'05"	220.00'	64.77'	S42°09'11"W	64.54'
C160	01°37'58"	1152.00'	33.97'	N49°46'15"E	33.97'
C161	32°59'29"	206.00'	118.62'	S65°05'01"W	116.90'
C162	08°47'16"	192.00'	29.45'	N76°49'07"E	29.47'
C163	14°36'05"	320.00'	81.58'	S79°43'31"W	81.33'
C164	23°08'48"	180.00'	41.73'	S40°21'31"W	41.63'
C165	27°14'09"	92.00'	43.72'	S60°06'59"W	43.32'
C166	21°26'27"	485.00'	181.49'	N63°30'50"E	180.44'
C167	26°49'33"	142.00'	66.38'	S66°10'53"W	65.76'
C168	07°27'23"	285.00'	36.44'	S83°17'51"W	36.41'
C169	07°22'45"	440.00'	56.67'	N89°17'04"W	56.63'
C170	103°01'41"	17.00'	30.57'	N34°04'51"W	26.61'
C171	44°06'25"	175.00'	134.72'	S04°37'13"E	131.42'
C172	28°37'53"	193.00'	95.67'	N12°33'59"W	94.65'
C173	27°45'22"	320.00'	155.02'	N15°45'08"E	153.51'
C174	06°16'06"	420.00'	45.96'	S28°29'47"W	45.93'
C175	38°27'36"	50.00'	33.56'	N42°35'45"E	32.94'
C176	284°39'55"	45.00'	207.87'	S10°39'55"E	66.53'
C177	41°51'06"	50.00'	36.76'	S01°06'06"W	40.56'
C178	04°37'16"	380.00'	30.65'	S27°19'11"W	30.64'
C179	38°02'48"	380.00'	226.20'	N12°06'26"E	218.78'
C180	06°26'43"	292.00'	32.83'	S02°11'37"E	32.83'
C181	03°57'32"	308.00'	21.28'	N00°52'06"W	21.28'
C182	05°24'16"	312.00'	29.74'	S01°18'39"E	29.73'
C183	104°54'48"	17.00'	31.13'	S54°58'52"W	26.96'
C184	46°00'45"	480.00'	385.47'	N69°58'05"W	375.20'
C185	28°39'02"	440.00'	155.66'	N85°47'13"W	154.34'
C186	25°44'40"	760.00'	380.48'	N34°35'22"W	377.53'
C187	19°29'55"	820.00'	278.99'	N30°37'51"W	277.65'
C188	108°25'55"	17.00'	32.17'	S13°30'19"W	27.58'
C189	22°37'00"	75.00'	29.61'	S29°01'50"W	29.41'
C190	36°09'30"	175.00'	110.44'	N72°53'35"E	108.62'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C191	84°46'20"	17.00'	25.15'	S89°20'53"E	22.92'
C192	47°21'57"	175.00'	144.67'	S71°58'58"W	140.59'
C193	101°51'6"	140.00'	24.97'	S59°28'44"E	24.94'
C194	24°28'59"	117.00'	49.72'	N73°14'09"E	49.35'
C195	09°35'36"	292.00'	48.88'	S85°58'40"W	48.84'
C196	5°50'06"	322.00'	328.03'	N34°51'26"E	313.41'
C197	35°54'32"	292.00'	178.74'	N47°05'23"E	173.86'
C198	70°51'09"	492.00'	24.49'	S07°21'58"W	24.49'
C199	31°47'40"	242.00'	134.29'	N09°15'17"E	132.57'
C200	06°53'28"	277.00'	47.82'	N11°35'17"W	47.76'
C201	37°30'06"	125.00'	82.55'	S02°23'57"W	81.07'
C202	22°46'26"	228.00'	89.43'	N03°38'41"W	88.84'
C203	103°52'55"	23.00'	39.89'	S37°57'33"W	34.84'
C204	111°24'36"	22.00'	42.78'	N54°25'42"W	36.35'
C205	11°03'51"	1345.00'	259.73'	S84°34'55"E	259.33'

DRAINAGE EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
DC1	0°20'29"	369.00'	23.24'	N89°13'08"W	23.24'
DC2	0°34'12"	339.00'	8.29'	S78°45'05"W	9.29'
DC3	63°32'58"	295.50'	17.66'	N80°45'26"E	17.66'
DC4	28°56'19"	158.00'	78.75'	S87°56'37"W	77.91'
DC5	5°12'19"	58.07'	50.06'	N84°12'54"E	50.21'
DC6	95°17'09"	278.00'	25.88'	N49°54'40"E	25.54'
DC7	05°56'47"	222.00'	23.04'	N48°54'50"E	23.03'

BOOK 910 PAGE 15

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER
HELEN PURCELL

2007-0970687

SERENO CANYON PHASE 1

FINAL PLAT

WOOD/PATEL

Civil Engineering
Hydrologic Inc
LAND SURVEYORS

8051 East Maryland
Suite 300
Phoenix, AZ 85033

Phone (480) 385-2500
Fax (480) 385-2501

DRAWN BY
CHECKED BY
CAD TECHNICIAN
SCALE N/A
DATE 02-05-07
JOB NUMBER 040854
SHEET 10 OF 10

1-ZN-2005 113-DR-2005 22-PP-2005 5827-08

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-0413301 04/09/07 10:49 AM
1 OF 1
BROWN J

WHEN RECORDED RETURN TO:
Wood, Patel & Associates, Inc.
2051 West Northern Avenue, Suite 100
Phoenix, AZ 85021

WP #062654
April 4, 2007
Page 1 of 1

CERTIFICATE OF CORRECTION
Sereno Canyon Phase 1

This is to certify that I, Thomas R. Gettings, R.L.S., of Wood, Patel & Associates, Inc., 2051 West Northern Avenue, Suite 100, Phoenix, Arizona, 85021, having assisted in preparing the Final Plat for Sereno Canyon Phase 1, a map of record in Book 910 of Maps, page 16, records of the County Recorder, Maricopa County, Arizona, do hereby publish this Certificate of Correction to amend said map as follows:

On Sheet 2 of 10 of said map, the bearing and distance of the southerly line of Lot 7 between "C76" and "C77" was omitted and is hereby amended to be S 62°55'51" E 95.00'.

Thomas R. Gettings, R.L.S. #27239

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 4-4-07
ARIZONA, U.S.A.

ACKNOWLEDGEMENT

State of Arizona]
] ss.
County of Maricopa]

On this 4th day of April, 2007, before me, the undersigned notary public in and for said state, personally appeared Thomas R. Gettings, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

Witness my hand and official seal.
Notary Public

SONDRA L. DENNISON
Notary Public - Arizona
Maricopa County
My Comm. Expires Jun 26, 2009

Y:\WP\General Correspondence\Certificate of Corrections\062654 Sereno Canyon Phase 1 Final Plat COC.doc

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070603846 05/24/2007 10:02
ELECTRONIC RECORDING

16626-3-1-1--
brownj

WHEN RECORDED RETURN TO:
Wood, Patel & Associates, Inc.
2051 West Northern Avenue, Suite 100
Phoenix, AZ 85021

Affidavit of Amendment
Sereno Canyon Phase 1

This is to certify that I, Thomas R. Gettings, of Wood, Patel & Associates, Inc., 2051 West Northern Avenue, Suite 100, Phoenix, Arizona, 85021, having assisted in preparing the Final Plat for Sereno Canyon Phase 1, a map of record in Book 910 of Maps, page 16, records of the County Recorder, Maricopa County, Arizona, do hereby publish this Affidavit of Amendment to amend said map as follows:

That on Sheets 1 of 10 and 4 of 10 of said map, the street labeled as "SERENO VISTA DRIVE" is hereby amended to be "EAST LA JUNTA ROAD".

That on Sheets 1 of 10 and 3 of 10 of said map, the street labeled as "123rd COURT" is hereby amended to be "NORTH 123rd PLACE".

That on Sheets 1 of 10, 2 of 10 and 3 of 10 of said map, the street labeled as "BOULDER COURT" is hereby amended to be "EAST DESERT VISTA DRIVE".

That on Sheets 1 of 10 and 5 of 10 of said map, the street labeled as "SERENO GATE ROAD" is hereby amended to be "NORTH 125th PLACE".

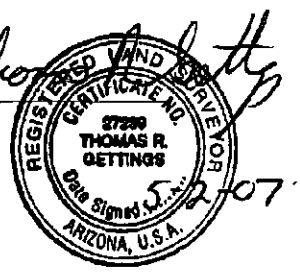
That on Sheets 1 of 10 and 5 of 10 of said map, the street labeled as "124th COURT" is hereby amended to be "NORTH 124th PLACE".

That on Sheets 1 of 10, 6 of 10 and 7 of 10 of said map, the street labeled as "OUTCROP COURT" is hereby amended to be "EAST DESERT VISTA DRIVE".

That on Sheets 2 of 10, 3 of 10, 4 of 10, 6 of 10, 7 of 10 and 8 of 10 of said map, the street labeled as "SERENO CIRCLE" is hereby amended to be "NORTH 124th STREET".

That on Sheets 1 of 10 and 5 of 10 of said map, that portion of the street labeled as "SERENO CIRCLE" lying northerly of the southerly corner of Lot 25 is hereby amended to be "NORTH 124th STREET", and the remaining portion is hereby amended to be "NORTH 125th STREET".

Thomas R. Gettings, R.L.S. #27239



ACKNOWLEDGEMENT

State of Arizona]
] ss.
County of Maricopa]

On this 25th day of April, 2007, before me, the undersigned notary public in and for said state, personally appeared Thomas R. Gettings, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

Witness my hand and official seal. Cheryl A. Lavelle
Notary Public

OFFICIAL SEAL
CHERYL A. LAVELLE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 18, 2011

RATIFICATION OF Affidavit of Amendment by McDowell Mountain Back Bowl, LLC, an Illinois Limited Liability Company.
By: McDowell Mountain Back Bowl, LLC, a Delaware Limited Liability Company.
By: Henry Crown and Company, a Delaware Corporation, its manager

Dated: May 14, 2007

By: Authorized Rep. Theresa O. Frankiewicz

Its: _____

ACKNOWLEDGEMENT

State of Arizona]
] ss.
County of Maricopa]

On this 14th day of May, 2007, before me, the undersigned notary public in and for said state, personally appeared Theresa O. Frankiewicz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

Witness my hand and official seal. Cheryl A. Lavelle
Notary Public

OFFICIAL SEAL
CHERYL A. LAVELLE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 18, 2011

~~RATIFICATION~~ approved as-to-form by City of Scottsdale, Arizona.

5/24/07

Peter Deeley; Project Coordination Manager — Date

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20091000641 10/29/2009 11:45
ELECTRONIC RECORDING

20817-3-1-1--
chagollaj

WHEN RECORDED, RETURN TO:
(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE: 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as:

Private Drainage Easement (Pvt. D.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16, on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows.

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L. Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal.

KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Mar. 20, 2011

Karen P Stinchcombe
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel.com

Revised October 29, 2008
March 10, 2008
WP# 062654.82

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 - Lot 27
Proposed Private Drainage Easement (Pvt. D.E.) To Be Released

That certain Private Drainage Easement (Pvt. D E.) adjoining the westerly line of and lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records, (M.C.R.) and Affidavit of Amendment recorded in Document No 2007-0603846, M C R , lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona

Containing 0 0180 acres, or 784 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey



EXPIRES 03-31-10

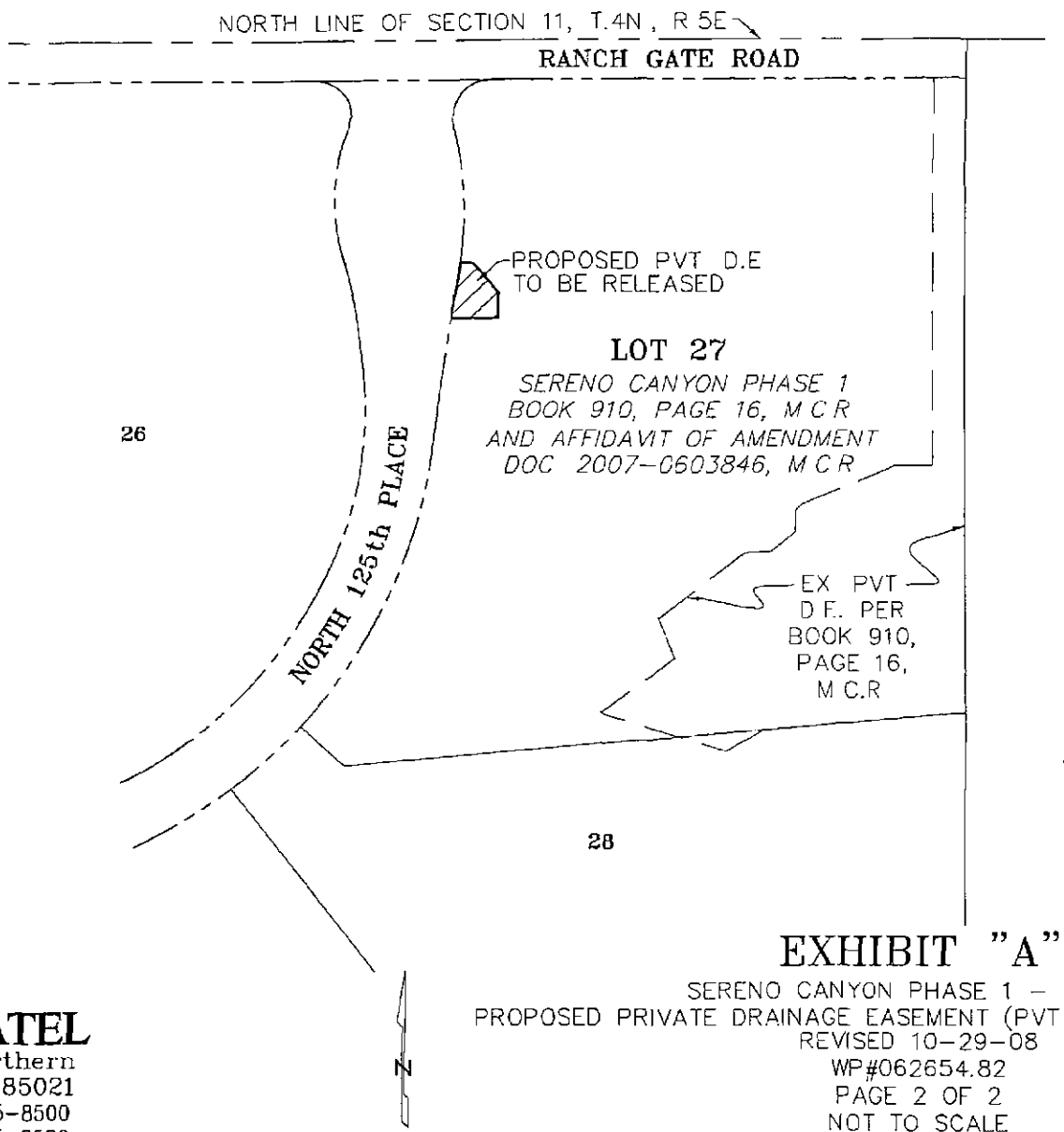




EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED PRIVATE DRAINAGE EASEMENT (PVT D.E.) TO BE RELEASED
REVISED 10-29-08
WP#062654.82
PAGE 2 OF 2
NOT TO SCALE
T:\2006\062654\LEGAL\2654L23-DB\DWG\2654L23R

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
PHOENIX • MESA • TUCSON • GOODYEAR

20091000641

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20091000645 10/29/2009 11:45
ELECTRONIC RECORDING

20818-3-1-1--
sarabiam

WHEN RECORDED, RETURN TO:
(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as

Public Utility Easement (P.U.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16, on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows.

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal.

OFFICIAL SEAL
KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20, 2011

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www woodpatel com

Revised October 29, 2008
March 10, 2008
WP# 062654.82

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 - Lot 27
Proposed Public Utility Easement (P.U.E.) To Be Released

That portion of that certain Public Utility Easement (P.U E.) lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records, (M.C.R.) and Affidavit of Amendment recorded in Document No. 2007-0603846, M.C R , lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 0 1349 acres, or 5,878 square feet of land, more or less.

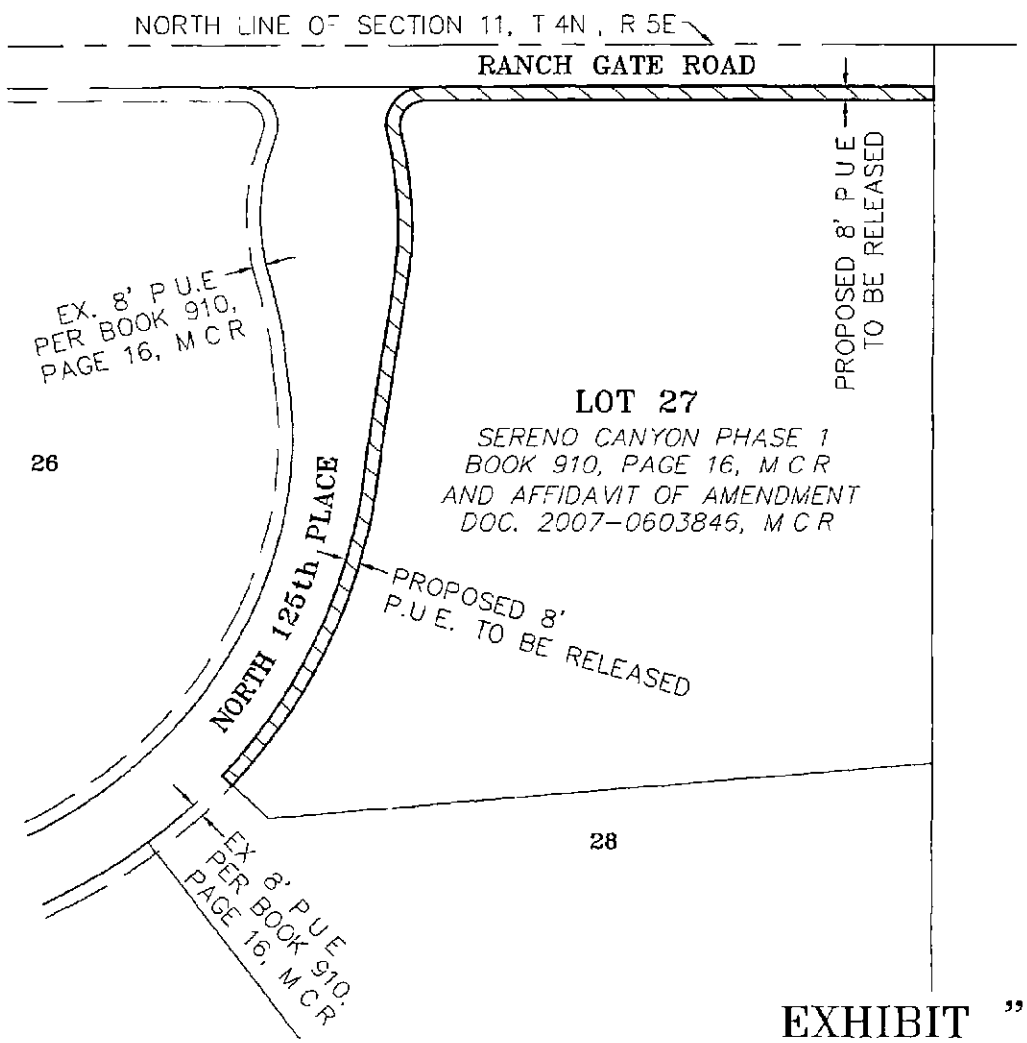
Subject to existing rights-of-way and easements.

This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M C R. and other client provided information This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y \WP\Parcel Descriptions\062654 82 Sereno Canyon Phase 1 - Lot 27 Proposed Public Utility Easement Abandonment 1.20R 10-29-08 doc



EXPIRES 03-31-10



REGISTERED LAND SURVEYOR
CERTIFICATE NO
46118
KATHY M.
SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED PUBLIC UTILITY EASEMENT (P U E) TO BE RELEASED
REVISED 10-29-08
WP#062654 82
PAGE 2 OF 2
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
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(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE: 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as

Sight Distance Easement (S.D.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16; on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L. Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L. Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal

OFFICIAL SEAL
KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20, 2011

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel com

Revised October 29, 2008
March 10, 2008
WP # 062654 82

See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 – Lot 27
Proposed Sight Distance Easement (S.D.E.) To Be Released

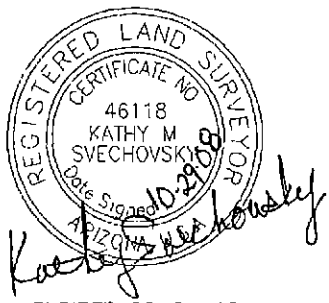
That certain Sight Distance Easement (S D.E.) lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records (M.C.R) and Affidavit of Amendment recorded in Document No 2007-0603846, M.C.R., lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

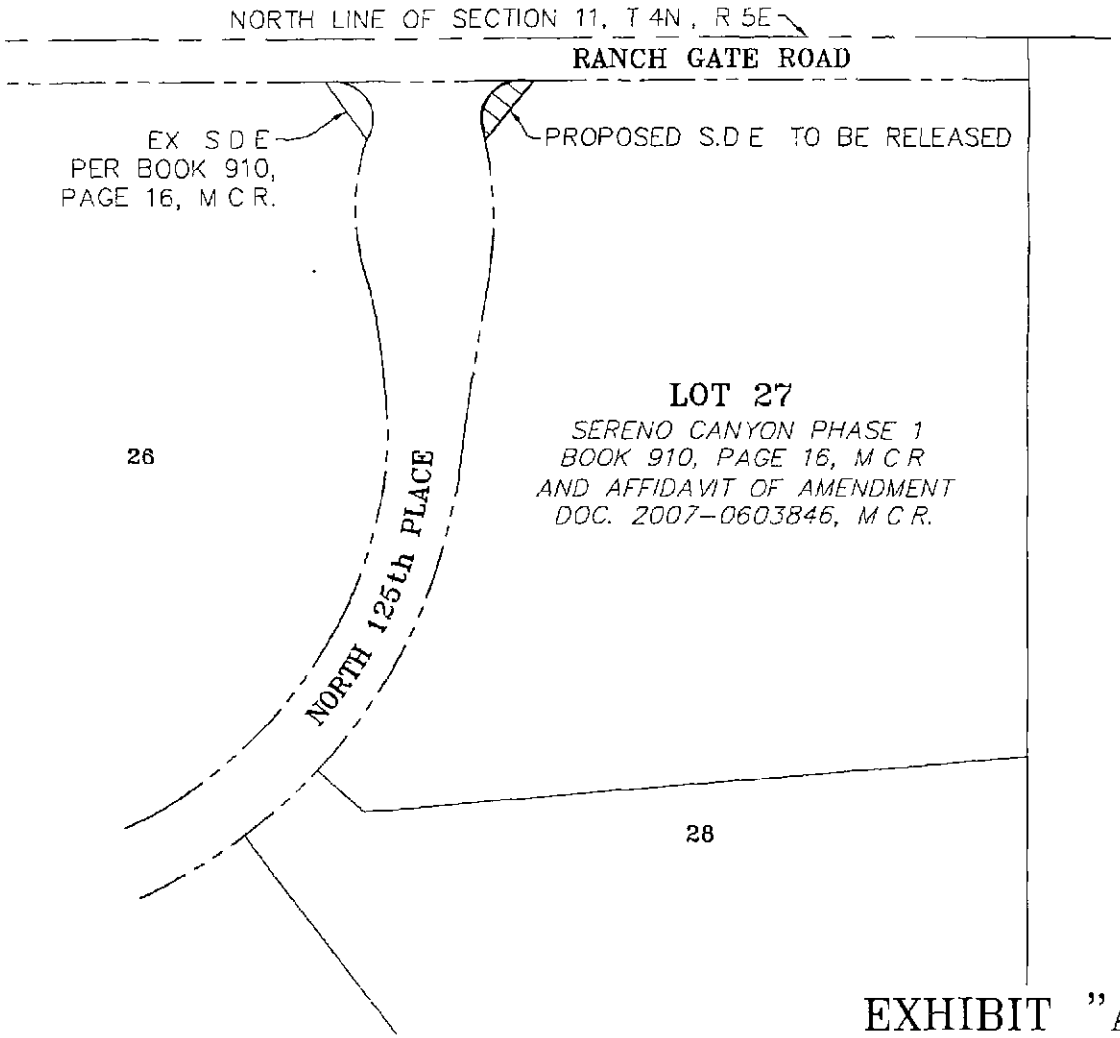
Containing 0 0104 acres, or 452 square feet of land, more or less.

Subject to existing rights-of-way and easements

This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M C.R and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\062654 82 Sereno Canyon Phase 1 - Lot 27 Proposed Sight Distance Easement Abandonment L2IR 10-29-08.doc





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46118
KATHY M
SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10

20091000646

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED SIGHT DISTANCE EASEMENT (S D E.) TO BE RELEASED
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WP#062654 82
PAGE 2 OF 2
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
Fax (602) 335-8580
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(Doris McClay)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

CITY OF SCOTTSDALE
RELEASE OF EASEMENT
SUBDIVISION OR MAP OF DEDICATION

REFERENCE 87-RE-2008
QS 46-57
PARCEL NUMBER 217-01-136
PLAN CHECK #4994-08

The CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, does hereby release the interest of the City of Scottsdale, but does not release any interest owned or held by any other person, firm, or corporation for any purpose whatsoever, in those certain dedicated easements identified as:

Wall Easement (W.E.)

as shown on plat of Sereno Canyon Phase I, recorded in the County Recorder's Office, Maricopa County, Arizona, in Book 910 of Maps, Page 16; on, under, and across real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, and described as follows

That portion of Lot 27 as described in the legal description and as depicted on the graphic attached hereto and made a part thereof.

It is expressly understood that this release is intended to affect only that interest held by the CITY OF SCOTTSDALE, ARIZONA, in the above mentioned easement, and does not include nor affect any property or portion thereof which is not herein above described specifically

DATED this 21ST day of OCTOBER, 2009

CITY OF SCOTTSDALE

BY _____
Michael L Clack, Chief Development Officer

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 21ST day of OCTOBER, 20 09, by Michael L Clack, Chief Development Officer for the City of Scottsdale, a municipal corporation, on behalf thereof

IN WITNESS WHEREOF I hereunto set my hand and official seal.

OFFICIAL SEAL
KAREN P STINCHCOMBE
Notary Public State of Arizona
MARICOPA COUNTY
My Comm Expires Mar 20 2011

_____
NOTARY PUBLIC

My commission expires MARCH 20, 2011

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised October 29, 2008
March 10, 2008
WP# 062654.82
Page 1 of 2
See Exhibit "A"

PARCEL DESCRIPTION
Sereno Canyon Phase 1 – Lot 27
Proposed Wall Easement (W.E.) To Be Released

Those certain Wall Easements (W.E.)lying within Lot 27 of Sereno Canyon Phase 1, recorded in Book 910, page 16, Maricopa County Records, (M.C.R.) and Affidavit of Amendment recorded in Document No. 2007-0603846, M.C.R., lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 0.0925 acres, or 4029 square feet of land, more or less.

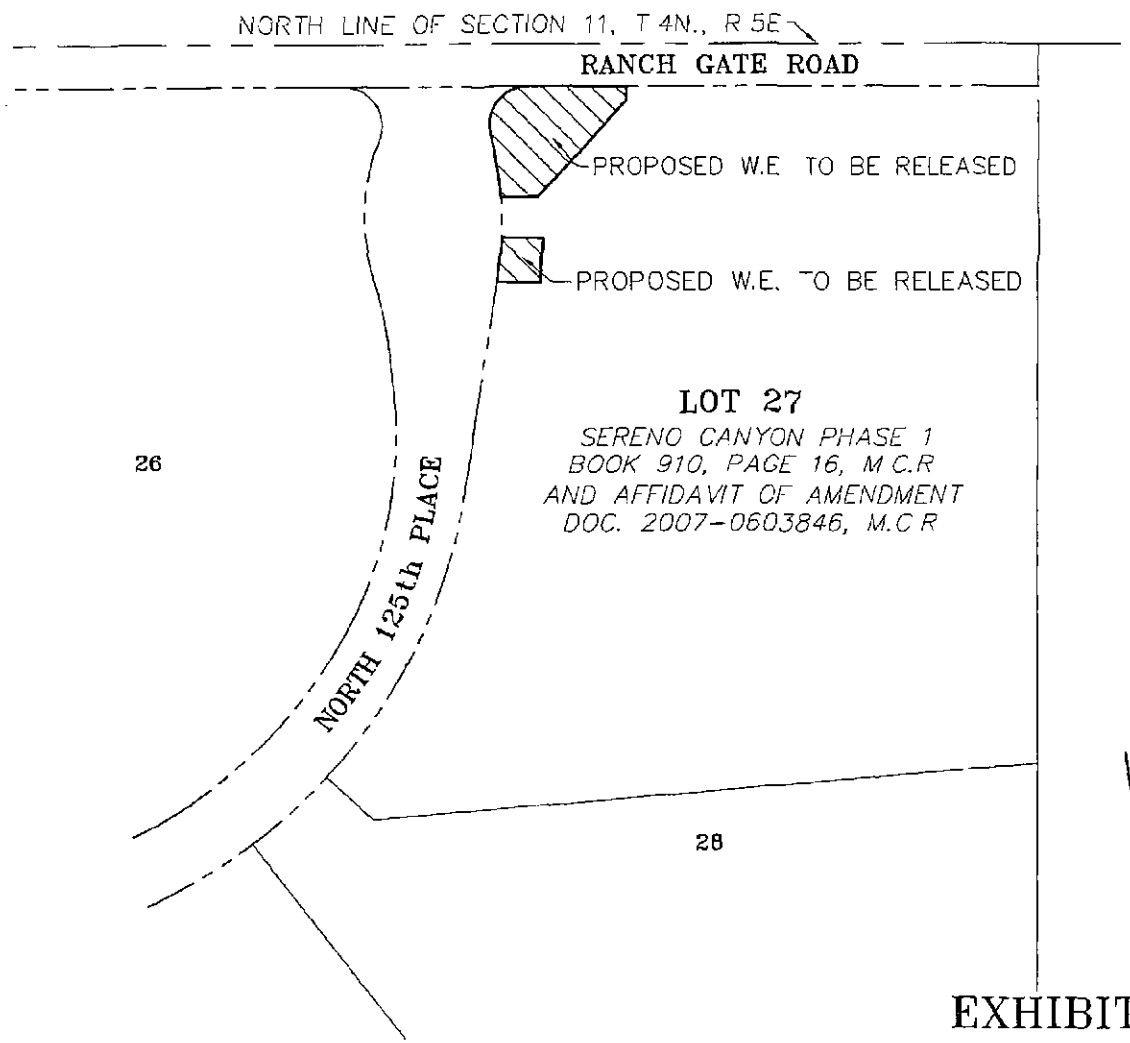
Subject to existing rights-of-way and easements.

This parcel description is based on the Final Plat of Sereno Canyon Phase 1 recorded in Book 910, page 16, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\062654.82 Sereno Canyon Phase 1 - Lot 27 Proposed Wall Easement Abandonment L22R 10-29-08.doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46118
KATHY M.
SVECHOVSKY
Date Signed 10-29-08
ARIZONA U.S.A.

EXPIRES 03-31-10



REGISTERED LAND SURVEYOR
CERTIFICATE NO
16118
KATHY M
SVECHOVSKY
Date Signed 10-29-08
ARIZONA, USA

EXPIRES 03-31-10

20091000647

EXHIBIT "A"

SERENO CANYON PHASE 1 – LOT 27
PROPOSED WALL EASEMENT (W.E.) TO BE RELEASED
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PAGE 2 OF 2
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2051 West Northern
Phoenix, AZ 85021
Phone (602) 335-8500
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WHEN RECORDED, MAIL TO:

David W. Kreutzberg, Esq.
SQUIRE, SANDERS & DEMPSEY
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SERENO CANYON

MARICOPA COUNTY, ARIZONA

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SERENO CANYON
MARICOPA COUNTY, ARIZONA

THIS DECLARATION is made and entered into on the date set forth at the end hereof by **McDOWELL MOUNTAIN BACK BOWL, LLC,** an Illinois limited liability company (the **"Declarant"**), with respect to certain real property situated in Maricopa County, Arizona legally described as follows:

> Lots 1 through 46, inclusive, and Tracts A through E, inclusive, **SERENO CANYON PHASE** 1, according to the Plat thereof recorded in Book 910, page 16 of the Official Records of Maricopa County, Arizona Recorder (the **"Project"**, as defined in Article 1 below).

Declarant hereby declares that the Project and all Lots and Common Area therein shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, easements, covenants, conditions and restrictions, all of which are and shall be interpreted to be for the purpose of enhancing and protecting the value and attractiveness of the Project and all Lots therein. All of the limitations, covenants, conditions and restrictions shall constitute covenants which shall run with the land and shall be binding upon Declarant, its successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE 1

DEFINITIONS

"Adjacent Owners" shall have the meaning set forth in Section 9.4.

"Annexable Property" shall mean that real property described on Exhibit A attached hereto.

"Areas of Association Responsibility" shall mean those areas and facilities on Lots to be maintained by the Association under Section 9.3 below.

"Assessment" shall mean the Annual, Special and/or Lot Specific Assessments levied and assessed against each Lot and which is to be paid by each Lot Owner as determined by the Association and as provided herein. **"Annual Assessments", "Special Assessments", "Lot Specific Assessments"** and **"Assessment Lien"** are defined in Section 4.1.

"Association" shall mean **SERENO CANYON HOMEOWNERS ASSOCIATION**, an Arizona nonprofit corporation. The Association shall be established by the filing of its Articles of Incorporation (the **"Articles"**) and governed by its Bylaws (the **"Bylaws"**).

"Association Rules" shall mean the restrictions, limitations, rules and regulations adopted by the Association pursuant to Section 3.7 of this Declaration, as the same may be amended from time to time.

"Board" or **"Board of Directors"** shall mean the governing body of the Association.

"City" shall mean the City of Scottsdale, Arizona.

"Committee" shall mean the Architectural Control Committee for the Project established pursuant to Article 7 of this Declaration.

"Common Area" shall mean Tracts A through E, inclusive, as shown on the Plat including all structures, facilities, improvements and landscaping thereon and all rights, easements and appurtenances relating thereto. Title to the Common Area shall be conveyed to the Association by Declarant free and clear of all monetary liens and encumbrances for the benefit of all of the Lot Owners upon the completion of all of the improvements designed therefor and approved by the City. Every Owner shall have a right and easement of ingress and egress and enjoyment in, over and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to suspend Common Area use rights (except for Tract A, the Roadways) as provided in the Bylaws and the right of the Association to grant easements over Common Area to any public agency, authority or utility company as provided in the Articles. Any Owner may delegate, in accordance with the Project Documents, his right of enjoyment to the Common Area and facilities thereon to members of his family, tenants and contract purchasers who reside on his Lot.

"Construction Guidelines" shall mean the guidelines, restrictions, limitations, rules and regulations adopted by the Committee for purposes of initial development and construction upon a Lot pursuant to Section 7.1 of this Declaration, if any.

"Design Guidelines" shall mean the guidelines, restrictions, limitations, rules and regulations adopted by the Committee pursuant to Section 7.1 of this Declaration, if any.

"Dwelling Completion" shall be the date the primary Dwelling Unit on any Lot receives approval for occupancy by passage of a final inspection from the City.

"Dwelling Unit" shall mean any building or portion of a building situated on a Lot and designated for independent ownership and intended for Single Family Residential Use.

"Easements" shall have the meaning set forth in Section 9.4.

"Exterior Alteration" shall mean any construction, installation, addition, alteration, repair, change, change of color, change of landscaping, removal, demolition or other work that alters the exterior appearance of a Lot or the Improvements located thereon.

"First Mortgage" shall mean any mortgage (which includes a recorded deed of trust and a recorded contract of sale as well as a recorded mortgage) which is a first priority lien on any Lot.

"First Mortgagee" shall mean the holder of a First Mortgage.

"Homebuilder" shall mean any homebuilder which acquires any one or more undeveloped Lots for the purpose of construction of a Dwelling Unit, or which executes a

contract with a Lot Owner to construct a Dwelling Unit. No Homebuilder shall be a Declarant or may exercise any of Declarant's rights until the provisions of Section 8.4 below are satisfied.

"Improvement" shall mean any building, Dwelling Unit, fence, wall or other structure; or any solar collectors or equipment, antennas (including TV antennas), satellite dishes, above ground or underground TV, cell phone or communications apparatuses, broadcasting or receiving towers or equipment; or any swimming pool, tennis court, sport court, road, driveway or parking area; or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

"Lessee" shall mean a third party lessee, sublessee, tenant or subtenant under a lease, oral or written, of any Lot. As used herein "a third party" is a Person who is not an Owner.

"Lot" shall mean one of the separately designated Lots in the Project as shown on the Plat, together with any improvements thereon. Each numbered and lettered parcel in the Project is a separate freehold estate.

"Lot Improvements" shall have the meaning set forth in Section 5.23.

"Maintenance Standard" shall mean the standard of maintenance of Improvements established from time to time by the Board or designated committee or, in the absence of any standard established by the Board or designated committee, the standard of maintenance of Improvements generally prevailing throughout the Project.

"Maximum Annual Assessment Amount" shall have the meaning set forth in Section 4.3.

"Member" shall mean those persons entitled to Membership in the Association as provided herein.

"Ordinance" shall have the meaning set forth in Section 9.4.

"Owner" shall mean the record holder of title to a Lot in the Project. This shall include any person having fee simple title to any Lot in the Project, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot or other property is sold under a recorded contract of sale or subdivision trust to a purchaser, the purchaser, rather than the fee owner, shall be considered the **"Owner"** as long as he or a successor in interest remains the contract purchaser or purchasing beneficiary under the recorded contract or subdivision trust.

"Person" shall mean a natural person, corporation, limited liability company, business trust, estate trust, living trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

"Plat" shall mean that certain plat of Sereno Canyon Phase 1 recorded in Book 910 of Maps, page 16 of the Official Records of the Maricopa County, Arizona Recorder, together with any other plats of all or any portion of the Project, including any portions annexed under Section 9.5 below, as the same are amended from time to time.

"Project" shall mean only that certain real property shown on the Plat.

"Project Documents" shall mean and include this Declaration, as it may be amended from time to time, the exhibits, if any, attached hereto, the Plat, the Articles and Bylaws, and any Association Rules, Design Guidelines and Construction Guidelines adopted from time to time by the Association as provided herein or in the Bylaws.

"Roadways" shall mean Tract A of the Common Area, and the road improvements constructed thereon, and any Common Areas on plats for any part of the Annexable Property which are designated as Roadways in any amendment to this Declaration, all in accordance with Section 9.5 below.

"Single Family" shall mean a group of one or more persons each related to the other by blood, marriage (or other legal union) or legal adoption, or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in a Dwelling Unit.

"Single Family Residential Use" shall mean the occupation or use of a Dwelling Unit by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

"[2007 dollars]" shall mean the amount as proportionately increased for each year as follows. The base for computing the adjustment is the Consumer Price Index-Urban Wage Earners and Clerical Workers, United States City Average for All Items (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (**"Index"**). If the Index published for September in the year in question (**"Adjustment Index"**) has increased from the Index for September of the prior year (the **"Beginning Index"**), the amount in question shall be set by multiplying the amount specified herein (as previously increased under this provision, for prior years) by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. If the Index is discontinued or revised, the Board shall adopt a substitute index or procedure which reasonably reflects the changes in consumer prices. [2007 dollars] will never decrease from the prior year.

"Visible From Neighboring Property" shall mean with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

2.1 Basic Duties of the Association. The management of the Common Area shall be vested in the Association in accordance with this Declaration and the Articles and Bylaws. The Owners covenant and agree that the administration of the Project shall be in accordance with the provisions of the Project Documents, subject to the standards set forth in all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project. In addition to the duties and powers enumerated in the Bylaws and

the Articles, and without limiting the generality thereof, the Association shall have the duties and powers as set forth in Article 3 below and elsewhere in this Declaration.

2.2 Membership. The Owner of a Lot shall automatically, upon becoming the owner of same, be a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Lessees shall not have any voting or Membership rights in the Association by virtue of their occupancy of any Lot or Dwelling Unit thereon.

2.3 Transfer of Membership. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then automatically to the new Owner as provided in Section 2.2. Any attempt to make a prohibited transfer is void. Upon the transfer of an ownership interest in a Lot, the Association shall record the transfer upon its books, causing an automatic transfer of Membership as provided in Section 2.2.

2.4 Membership Classes. The Association shall have two (2) classes of voting Membership established according to the following provisions:

A. Class A Membership shall be that held by each Owner of a Lot other than Declarant (while two classes of Membership exist), and each Class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be no more than one (1) vote for each Lot.

B. Class B Membership shall be that held by Declarant (including any successor or co-Declarant as provided in Section 8.4 below) which shall be entitled to fifty (50) votes for each Lot owned by Declarant, provided that Class B Membership shall be converted to Class A Membership and shall forever cease when Declarant has conveyed all of the Lots in the Project to Owners other than Declarant. In the event Declarant elects to partially assign or convey its Declarant rights reserved hereunder as provided more fully in Section 8.4, the voting rights of all Lots owned by Declarant and the assignee as co-Declarant, and/or their successors and assigns, shall be added together solely for purposes of determining the conversion of Class B Membership to Class A Membership. Notwithstanding the foregoing, Declarant and any co-Declarant may voluntarily convert their respective Class B Membership to Class A Membership with the prior consent of the other Declarant(s) at any time by giving written notice to the Association.

2.5 Association Voting Requirements. Any action by the Association which must have the approval of the Association Membership before being undertaken shall require (i) the vote of fifty-one percent (51%) of the Membership present and voting (including absentee ballots) at a duly called and held meeting of the Membership or fifty-one percent (51%) of the Membership voting through a duly called and held mail vote; or (ii) the written assent of fifty-one percent (51%) of the Membership unless, in either case, another percentage is specifically prescribed by a provision within this Declaration, the Bylaws or the Articles. Unless the Project Documents specifically require otherwise, when directors are to be elected or any other matter is

submitted to a vote of the members, such vote may be conducted by mail as provided in the Bylaws or as determined by the Board.

2.6 Vesting of Voting Rights. Voting rights attributable to all Lots owned by Declarant shall vest immediately by virtue of Declarant's ownership thereof. Except for Declarant, no Owner of any Lot shall have any voting rights attributable to that Lot until an Assessment has been levied against that Lot and Owner by the Association pursuant to Article 4 below.

2.7 Meetings of the Association. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place and in accordance with the provisions of the Bylaws.

2.8 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws. Until Declarant has conveyed all Lots to other Persons, Declarant shall have the right to appoint and remove all Directors.

ARTICLE 3

DUTIES AND POWERS OF THE ASSOCIATION

3.1 Maintenance. The Association shall maintain, paint, repair, replace, restore, operate and keep in good condition all of the Common Area and Areas of Association Responsibility and all facilities, improvements, furnishings, equipment and landscaping thereon. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner or his guests, tenants or invitees. The repair or replacement of any portion of the Common Area or Areas of Association Responsibility or any Lot resulting from such excluded items shall be the responsibility of each Owner. At its option, the Association may exercise its rights under Section 3.9, and/or the Association shall be entitled to commence an action at law or in equity to enforce this responsibility and duty and/or recover damages for the breach thereof.

3.2 Insurance.

A. Common Area Property Insurance. Property insurance on the insurable improvements within the Common Area. The policy is to be issued on a "Special Form" policy or its equivalent in an amount determined by the Board of Directors; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land and other items normally excluded from a hazard and multi-peril property insurance policy. The policy may provide for a reasonable deductible which shall be the responsibility of the Association. A First Mortgagee may pay overdue premiums on hazard insurance policies or secure new coverage for the Common Area in case of lapse of a policy, and the Association shall immediately reimburse the First Mortgagee therefor.

B. Public Liability Insurance. The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association, the Declarant, the agents and

employees of each and the Owners against any liability incident to the ownership or use of the Common Area, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners, other insureds or the Association. Such insurance shall be in amounts deemed appropriate by the Board but in no event shall the limits of liability for such coverage be less than $2,000,000 [in 2007 Dollars, reasonably rounded by the Board to the nearest commonly available increment of such insurance reasonably available] for each occurrence and $3,000,000 [in 2007 Dollars, reasonably rounded by the Board to the nearest commonly available increment of such insurance reasonably available] general aggregate with respect to bodily injury and property damage. In the event insurance proceeds are inadequate therefor, then the Association may levy a Special Assessment on Lot Owners therefor as provided in Article 4. The Association's use of funds from its general account or levy of a Special Assessment shall not constitute a waiver of the Association's or any Owner's right to institute any legal proceeding or suit against the person or persons responsible, purposely or negligently, for the damage.

C. Directors' and Officers' Liability Insurance. Directors' and officers' liability insurance covering all the past, present and future directors and officers of the Association in such limits as the Board of Directors may determine from time to time. The directors' and officers' policy shall have a limit of no less than $3,000,000.00 per claim and $3,000,000.00 aggregate per year [in 2007 Dollars, reasonably rounded by the Board to the nearest commonly available increment of such insurance reasonably available]. Policies shall be written on a claims made basis with a retroactive date through January 1, 2007.

D. Fidelity Bonds. The Association shall obtain and maintain (and/or cause a professional manager employed by the Association to obtain and continually maintain) bonds covering all persons or entities which handle funds of the Association, including without limitation, any such professional manager employed by the Association and any of such professional manager's employees, in amounts not less than the maximum funds that will at any time be in the possession of the Association or any professional manager employed by the Association but in no event less than the total of Assessments for a three (3) month period on all Lots and all reserve funds maintained by the Association. With the exception of a fidelity bond obtained by a professional manager covering such professional manager's employees, all fidelity bonds shall name the Association as an obligee. In addition, all such bonds shall provide that the same shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association and a replacement bond shall be obtained during such thirty (30) day period.

E. Other Insurance. The Association shall also obtain and maintain any insurance which may be required by law, including, without limitation, workmen's compensation insurance. The Association shall have the power and authority to obtain and maintain other and additional insurance coverage as determined by the Board.

F. Repair and Replacement of Damage or Destroyed Property. Any Common Area improvements damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild

or restore them. The cost of repair or replacement in excess of insurance proceeds or condemnation awards and reserves shall be paid by the Association and, as provided above, the Association may specially assess the Owners therefor. Any excess or remaining insurance or condemnation proceeds which are not needed to restore the Common Area as provided above shall be added to the Association's reserves.

3.3 Enforcement, Remedies, Fines and Penalties and Suspension of Rights. The Association shall enforce the provisions of this Declaration and the other Project Documents by appropriate means, including without limitation the expenditure of funds of the Association, the employment of legal counsel and the commencement of legal actions.

The Association may adopt a schedule of reasonable monetary fines and penalties for violation by Owners (and others for whom Owners are responsible as provided herein) of the provisions of the Project Documents. The amount of the fine or penalty for each violation shall be established by the Board in accordance with a published schedule.

In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the Project Documents, if an Owner or Lessee, and/or the family members, guests, contractors or agents thereof, is(are) in breach of the Project Documents, subject to applicable law, the Board may levy reasonable fines or penalties against such Person(s) and the Owner and/or may suspend Common Area use rights (except for the Roadways) of such Person(s) and/or the Association voting rights of the Owner until the default is fully cured, or a lesser period as determined by the Board, in accordance with Section 3.4. The Association shall have the additional rights and remedies set forth in Section 8.1, and in Article 4 with respect to delinquent Assessments.

3.4 Notice of Violation, Appeal and Payment of Fines and Penalties.

(a) The Board, or any Person designated by the Board, may serve a "Notice of Violation" against an Owner or Lessee for a violation of any provision of the Project Documents by the Owner or Lessee, or others for whom they are responsible under Section 3.3. A Notice of Violation shall contain (i) a description of the violation and the provision(s) of the Project Documents which was (were) violated, (ii) the time and place at which the violation was observed and the first and last name of the Person who observed the violation, (iii) the amount of the fine or penalty to be paid by the Owner or Lessee for such violation, if any, and/or the period for suspension of voting rights and/or Common Area use rights (except the Roadways), if any, (iv) the name of the Person issuing the Notice of Violation, and (v) a statement advising the Owner or Lessee of the Owner's or Lessee's right to appear before the Board on the date, time and place specified for a hearing at which the Owner or Lessee can offer any defenses or mitigating circumstances.

(b) A Notice of Violation shall be deemed to have been served if delivered personally to the Owner or Lessee named in the Notice of Violation or sent to the Owner or Lessee by registered or certified United States mail, return receipt requested, postage prepaid. A Notice of Violation served by mail shall be deemed to have been received by the Owner or Lessee to whom the Notice was addressed on the earlier of the date the Notice is actually received or three (3) days after the Notice is deposited in the United States mail. A Notice of

Violation given to the Owner by mail shall be addressed to the Owner at the address of the Owner as shown on the records of the Association. A Notice of Violation given to the Lessee by mail shall be addressed to the Dwelling Unit occupied by the Lessee. If a Lot is owned by more than one Person, a Notice of Violation to one of the joint Owners shall constitute Notice to all of the joint Owners.

(c) The Owner or Lessee shall pay the fine set forth in the Notice of Violation to the Association within ten (10) business days after the Notice of Violation is served on the Owner or Lessee or, if the Owner or Lessee appears at the hearing specified in the Notice of Violation, within ten (10) days after a hearing before the Board in which the Board upholds the fine.

(d) Any fines or penalty levied pursuant hereto shall be handled as a Lot Specific Assessment pursuant to this Section.

(e) The foregoing procedure is subject to any statutory requirements, hearing processes or appeal processes, if any exist from time to time.

(f) The Association does not have to comply with this section in connection with nonpayment of Assessments, collection thereof or use of remedies therefore under Article 4.

3.5 Easements. The Association may grant and reserve easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.

3.6 Management and Other Contracts. The Association shall have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project. Any agreement for professional management of the Project or any agreement providing for services by Declarant (or any affiliate of Declarant) shall provide for termination by either party without cause or payment of a termination fee upon ninety (90) days' or less written notice or for cause upon thirty (30) days' or less written notice and without payment of a termination fee. Such agreement shall further provide for a reasonable contract term of from one (1) to three (3) years and be renewable only by consent of the Association and the other party.

In addition to the foregoing provisions regarding Association management contracts and contracts with Declarant and its affiliates, Declarant shall not, and shall not have the authority or power to, bind the Association prior to termination of Class B Membership, either directly or indirectly, to contracts or leases unless the Association is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty or the payment of a termination fee at any time after the first Board of Directors elected after Class B Membership expires takes office upon not more than ninety (90) days' notice. The foregoing shall not apply to or limit the Declarant's right to enter into (or the terms of) contracts or leases with providers of cable TV, satellite or other communications or utilities services for the benefit of the Project provided that such entities are not affiliates of the Declarant.

3.7 Association Rules. The Association may adopt reasonable Association Rules not inconsistent with this Declaration, the Articles or the Bylaws relating to the use of the Common Area and all facilities thereon and the conduct of Owners and their Lessees, and their respective family members, guests and invitees with respect to the Project and other Owners. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Area; provided, however, that the Association Rules may not discriminate among Owners except as expressly provided or permitted herein, and shall not be inconsistent with this Declaration, the Articles or Bylaws. The Association Rules may provide for reserving the use of Tract E of the Common Area for special events, and deposits required therefor; restricting the number of guests of any Owner or occupant within Tract E and hours of operation of Tract E; and other matters deemed appropriate by the Board for the use of Tract E and all other recreational areas under the control of the Association.

A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be available to each Owner. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and all other Persons having any interest in, or making any use of, the Project, whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association for each Owner to review upon request, and copies will be provided upon payment of the reasonable copying charge therefor established by the Association. In the event of any conflict between any provision of the Association Rules and any provisions of this Declaration or the Articles or Bylaws the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or Bylaws to the extent of any such conflict.

3.8 Emergency Powers. The Association or any Person authorized by the Association may enter any Lot in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owners as practicable, and the Association shall repair any damage caused thereby, unless covered by insurance carried by the Owner.

3.9 Improper Maintenance of any Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under the Project Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within the specified time period, the Board may cause such action to be taken at said Owner's cost. If at the expiration of the specified period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot is subject as a Lot Specific Assessment.

3.10 Entry Gates. The Association shall charge an Owner, as a Lot Specific Assessment, for the cost to replace or repair any equipment provided to the Owner or the Owner's tenant, or any of their respective family members, to obtain access through any electronic gate in the Project.

ARTICLE 4

ASSESSMENTS

4.1 Assessment Obligations. Each Owner of any Lot, by acceptance of a deed or recorded contract of sale or beneficial interest in a subdivision trust therefor, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association (a) regular **"Annual Assessments"**, (b) **"Special Assessments"** for capital improvements and unexpected expenses and (c) other charges made or levied by the Association against the Lot and the Owner thereof including, without limitation, the charges described in Section 3.9, interest, late charges, collection costs, costs and reasonable attorneys' fees incurred by the Association in enforcing compliance with this Declaration or any other Project Documents (whether or not a lawsuit or other legal action is instituted or commenced) (collectively, the **"Lot Specific Assessments"**). Such Assessments shall be established and collected as provided herein and in the Bylaws. Any part of any Assessment not paid within twenty (20) days of the due date therefor as established in this Article 4 shall bear interest at a rate determined by the Board not exceeding eighteen percent (18%) per annum from the due date until paid, and shall be subject to a late charge of the greater of $15.00 or ten percent (10%) of the unpaid Assessment or such greater amount specified in an Association Rule which is permitted by applicable law. The Annual, Special and Lot Specific Assessments made against a Lot and the Owner thereof pursuant to this Declaration or the Bylaws shall be a charge and a continuing lien upon the Lot (hereinafter **"Assessment Lien"**), subject to any applicable statutory limitations or exclusions. Each such Assessment shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due as provided in this Article 4 or elsewhere in this Declaration, but thus personal liability shall not pass to successor Owners unless specifically assumed by them. The Assessment Lien on each Lot shall be prior and superior to all other liens except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto and (b) the lien or charge of any First Mortgage on that Lot. No Owner of a Lot may exempt himself from liability for Assessments by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Lot.

4.2 Purpose of Assessments. The Assessments by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the Project, for the improvement and maintenance of the Common Area and Areas of Association Responsibility as provided herein, to enable the Association to discharge and perform its responsibilities and for the common good of the Project.

A. At least sixty (60) days (or soon thereafter as feasible) before the beginning of the first full fiscal year of the Association after the first Lot is conveyed to an Owner and each fiscal year thereafter, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Association expenses including, but not limited to:

(i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area; (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Project; (iii) the amount required to render to the Owners all services required to be rendered by the Association under the Project Documents; and (iv) such amounts as are necessary to provide general operating reserves and reserves for contingencies and replacements.

B. Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Owner a summary of the budget and a statement of the amount of the Annual Assessment assessed against the Owner's Lot in accordance with Sections 4.3 and 4.6 of this Declaration. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Annual Assessments as provided in Sections 4.3 and 4.6 of this Declaration and each Owner shall continue to pay the Annual Assessment against his Lot as established for the previous fiscal year until notice of the Annual Assessment for the new fiscal year has been established by the Board of Directors.

C. The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Owners shall be required.

D. Periodically, but not less frequently than every five (5) years, the Board shall cause to be prepared by a qualified, independent consultant or similar person (who shall not be related to or affiliated with the Association, any member of the Board, any officer of the Association, the Association's independent property manager, if any, or the Declarant) a detailed study of the Association's reserves. Each reserve study shall include recommendations regarding amounts reasonably anticipated to be necessary for the items covered by the Association's reserves and changes in contributions therefor in Association budgets for subsequent fiscal years.

The Board, with the assistance of its independent property manager and such other qualified independent consultants or similar persons as the Board deems appropriate, shall make and annually update Association cash flow projections covering a reasonable period of years from the date of the projection or update. Cash flow projections shall take into consideration cash on hand in the Association's reserves, reasonably anticipated contributions pursuant to Section 4.10 of this Declaration, expected contributions to the reserves from each fiscal year's budget, and any other reasonably anticipated sources of funds for the reserves (including, without limitation, reasonably anticipated proceeds of insurance on capital assets).

Based on such reserve studies and cash flow projections, the Board shall determine and include in each budget a reserve amount as part of the Annual Assessments.

4.3 Annual Assessments. The Board shall annually determine and fix the amount of the Annual (calendar year) Assessment against each Lot, excluding those owned by Declarant; provided, however, that the Annual Assessment may not exceed the **"Maximum Annual Assessment Amount"** (as defined below) then in effect unless approved by the Owners as provided below. The Annual Assessment shall be prorated based on the number of months remaining before December 31 of such year as well as any partial months remaining.

The Maximum Annual Assessment Amount in the year that Declarant first closes escrow for the sale of any Lot in the Project to an Owner other than Declarant shall be as established by Declarant at such first Closing. Without the vote or approval of the Members of the Association, the Maximum Annual Assessment Amount for each succeeding year shall not exceed the prior year's Annual Assessment by more than twenty percent (20%). The Maximum Annual Assessment Amount may be increased by an amount in excess of twenty percent (20%) of the prior year's Annual Assessment only if such increase or decrease is approved by the affirmative vote of a majority of the voting power of each class of Members voting in person or by absentee ballot or by proxy (if permitted by law) at a meeting duly called for this purpose, under Section 4.6 below.

4.4 Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of (i) any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or other improvements the Association is responsible for maintaining (including fixtures and personal property related thereto); (ii) any unanticipated or underestimated expense normally covered by a regular Assessment; and (iii) where necessary, for taxes assessed against the Common Area, provided however, that in all events, no such Special Assessment shall be made without the affirmative vote of Declarant (while Class B Membership exists) and of a majority of the voting power of Class A Members voting in person or by absentee ballot or by proxy (if permitted by law) at a meeting duly called for this purpose.

4.5 Procedures for Voting on Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all Owners not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies therefor entitled to cast fifty-one percent (51%) of all of the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. While Class B Membership exists, the quorum requirements described above shall apply to both classes and a quorum shall not exist for a meeting unless a quorum of each class is present.

4.6 Allocation of Assessments. The Owners of each Lot shall bear an equal share of each Annual and Special Assessment except as otherwise specified elsewhere in this Declaration.

4.7 Commencement of Assessments. The Annual Assessments provided for herein shall commence as to each Lot in the Project (subject to the exclusion of Declarant's Lots under Section 4.3) on the first day of the month following the close of escrow of the sale of the first Lot in the Project by Declarant or a co-Declarant to another Person. Due dates of Assessments shall be established by the Board and notice shall be given to each Lot Owner at least forty-five (45) days prior to any due date; provided, however that Owners shall continue to pay Annual Assessments at the last established rate until the Board gives notification of any change in accordance with this Section 4.7. At the option of the Board, all Annual Assessments shall be payable in twelve (12) equal monthly installments or four (4) equal quarterly installments and if Annual Assessments are to be due on a monthly basis, no notice of such Annual Assessments

shall be required other than an annual notice setting forth the amount of the monthly Assessment and the day of each month on which each Annual Assessment is due. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments, provided that the procedures are not inconsistent with the provisions of this Declaration. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment period. Nevertheless, successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

4.8 Lot Specific Assessments. Lot Specific Assessments shall be levied by the Board against Lots with respect to which particular costs have been incurred by the Association. In the event the Association undertakes to provide work, materials or services on or about a Lot which are necessary to cure or remedy a breach or violation of the Project Documents that the Owner has refused to cure or remedy, including the failure to keep a Lot clean and free of excessive weed growth and keeping the Improvements thereon in good repair, such Owner by refusing to undertake or complete the required cure or remedy shall be deemed to have agreed in writing that all of the costs and expenses incurred in connection therewith shall be Lot Specific Assessments. A Lot Specific Assessment may also be levied by the Board in its sole discretion against those Lots benefiting from an Association expense where such expense benefits fewer than all of the Owners.

4.9 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason including, without limitation, a claim that the Association is not properly exercising its duties of maintenance of all or any portion of the Common Area or that the Association is not enforcing the Project Documents.

4.10 Working Capital Fund. Except as provided below, upon the closing of any sale or other transfer or conveyance of a Lot, the purchaser shall pay to the Association an amount equal to two (2) months' installments of the Annual Assessment then in effect for the Lot for use as a working capital fund to meet unforeseen expenditures, to purchase any additional equipment or services by or for the Association, or to pay Association expenses such as insurance as they come due in the ordinary course in the event there are not sufficient funds in the Association's accounts (including reserve accounts) at the time of the due date to pay such expenses. The working capital fund may be used for such purposes during the period of Declarant control under Section 2.4 and during the period when Declarant is not paying Annual Assessments under Section 4.3. Amounts paid to the Association pursuant to this Section 4.10 shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

No contribution under this section shall be payable with respect to: (a) the transfer or conveyance of a Lot by devise or intestate succession to the heirs of the former Lot Owner; (b) a transfer or conveyance of a Lot by a Lot Owner to a family trust, family limited partnership or other Person solely for bona fide estate planning purposes of that Lot Owner; (c) a transfer or conveyance of a Lot by a Lot Owner to a corporation, partnership or other entity in which the Lot Owner owns and retains a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the

contribution required under this section in which event a contribution under this section shall be payable with respect to such transfer or conveyance; (d) the conveyance of a Lot by a trustee's deed following a trustee's sale under a deed of trust; or (e) a conveyance of a Lot as a result of the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a recorded contract for the conveyance of real property subject to A.R.S. §33-741, et seq.

4.11 Purposes for which Association's Funds may be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Owners by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Project, which may be necessary, desirable or beneficial to the general common interests of the Project and the Owners. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members and residents, maintenance of landscaping on Common Areas and public right-of-ways and drainage areas within the Project, recreation, insurance, communications, ownership and operation of vehicle storage areas, education, transportation, health, utilities, public services, safety, indemnification of officers and directors of the Association and any other purposes permitted by applicable statutes or the Project Documents.

4.12 Purposes for which Association's Funds may be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Owners by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Project, which may be necessary, desirable or beneficial to the general common interests of the Project and the Owners. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members and residents, maintenance of landscaping on Common Areas and public right-of-ways and drainage areas within the Project, recreation, insurance, communications, ownership and operation of vehicle storage areas, education, transportation, health, utilities, public services, safety, indemnification of officers and directors of the Association and any other purposes permitted by applicable statutes or the Project Documents.

4.13 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes. Any amount carried forward shall be added to the Association's reserves.

4.14 Effect of Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect the Assessment Lien or liability of the former Owner for Assessments due and payable except as provided below. No sale or transfer of a Lot shall relieve the new Lot Owner from liability for any Assessments thereafter becoming due or release his Lot from the Lien therefor.

If the First Mortgagee or another person obtains title to a Lot as a result of the foreclosure, trustee's sale or deed in lieu thereof of any First Mortgage, such First Mortgagee or other person shall not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by the First Mortgagee or other person, and the Assessment Lien therefor shall be extinguished. Such unpaid Assessments shall be deemed to be common expenses collectible from the Owners of all of the Lots through Annual or Special Assessments (including the Owner of the foreclosed Lot), subject to the continuing liability of the transferring or foreclosed Owner.

In a voluntary conveyance of a Lot, the grantee of the same shall not be personally liable for Assessments due to the Association in connection with that Lot which accrued prior to the conveyance unless liability therefor is specifically assumed by the grantee, but the Lot shall remain encumbered by the Assessment Lien therefor.

Any grantee, mortgagee or other lienholder shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments due the Association for a reasonable preparation charge under Section 4.18. The grantee or other person entitled to receive the statement shall not be liable for, nor shall the Lot conveyed be subject to, a Lien for any unpaid Assessments in excess of the amount set forth in the statement, provided however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

4.15 Remedies for Nonpayment. When any Assessment due from an Owner to the Association on behalf of any Lot is not paid within thirty (30) days after the due date, the Assessment Lien therefor may be enforced by foreclosure of the Lien and/or sale of the Lot by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, subject to any restrictions imposed by applicable statutes from time to time. The Assessment Lien may be foreclosed and the Lot sold in the same manner as a realty mortgage and property mortgaged thereunder, or the Lien may be enforced or foreclosed in any other manner permitted by law for the enforcement or foreclosure of liens against real property or the sale of property subject to such a lien. Any such enforcement, foreclosure or sale action may be taken without regard to the value of such Lot, the solvency of the Owner thereof or the relative size of the Owner's default.

Upon the sale of a Lot pursuant to this section, the purchaser thereof shall be entitled to a deed to the Lot and to immediate possession thereof, and said purchaser may apply to a court of competent jurisdiction for a writ of restitution or other relief for the purpose of acquiring such possession, subject to applicable laws. The proceeds of any such sale shall be applied as provided by applicable law but, in the absence of any such law, shall be applied first to discharge costs thereof, including but not limited to court costs, other litigation costs, costs and attorneys' fees incurred by the Association, all other expenses of the proceedings, interest, late charges,

unpaid Assessments due to the Association, and the balance thereof shall be paid to the Owner. It shall be a condition of any such sale, and any judgments or orders shall so provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at any sale and to acquire and hold, lease, mortgage or convey the same.

In the event the Owner against whom the original Assessment was made is the purchaser or redemptioner, the Assessment Lien securing that portion of the Assessment remaining unpaid following the sale shall continue in effect and said Lien may be enforced by the Association or by the Board for the Association as provided herein. Further, notwithstanding any foreclosure of the Assessment Lien or sale of the Lot, any Assessments due after application of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Lot to the Association, and the Board may use reasonable efforts to collect the same from said Owner even after he is no longer a Member of the Association.

4.16 Suspension of Rights. In addition to all other remedies provided for in this Declaration or at law or in equity, the Board may temporarily suspend the Association voting rights and/or the right to use the Common Area (except the Roadways) of a Lot Owner who is in default in the payment of any Assessment or any other amount due to the Association, with such suspension to end upon the Owner's full cure of the default.

4.17 Other Remedies. The rights, remedies and powers created and described in Sections 4.14 and 4.15 and elsewhere in the Project Documents are cumulative and may be used or employed by the Association in any order or combination. Without limiting the foregoing sentence, suit to recover a money judgment for unpaid Assessments, to obtain specific performance of obligations imposed hereunder and/or to obtain injunctive relief may be maintained without foreclosing, waiving, releasing or satisfying the Assessment Liens created for Assessments due hereunder.

4.18 Unallocated Taxes/Payment By First Mortgagees. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Annual Assessments made under the provisions of this Article, and, if necessary, a Special Assessment may be levied equally against all of the Lots in an amount equal to said taxes, as provided in Section 4.4. First Mortgagees may pay taxes or other charges that are in default and that may or have become charges against the Common Area and shall be entitled to immediate reimbursement therefor from the Association.

4.19 Transfer, Refinance and Status Fees. Each Owner of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is reasonably established from time to time by the Board. Any Owner of a Lot who sells or refinances his Lot and requires a status statement from the Association in connection therewith shall pay to the Association a fee in such amount as is established from time to time by the Board. The Association shall comply with all requirements for materials to be provided under A.R.S. §33-1806, and may provide such materials even if not legally required to do so. The Owner will pay a reasonable fee therefor which complies with applicable law. Fees charged

pursuant hereto shall be secured by the Assessment Lien established pursuant to this Article, subject to applicable law.

ARTICLE 5

USE RESTRICTIONS

5.1 Use of Lots as a Single Family Subdivision; Leases; No Partition.

(a) Single Family Subdivision. All Lots within the Project shall be known and described as residential Lots and shall be occupied and used for Single Family Residential Use only. Business and/or trade uses in the Project shall be restricted as provided in Section 5.4.

(b) Leases. No Owner may rent his/her Lot and the single family house and related improvements thereon for transient or hotel purposes or shall enter into any lease for less than the entire Lot. No lease shall be for a rental period of less than thirty (30) consecutive days. Subject to the foregoing restrictions, the Owners of Lots shall have the absolute right to lease their respective Lots provided that the lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration and the Bylaws and any reasonable Rules and Regulations adopted by the Association. A copy of any such lease, and the permanent address of the Lessee and Owner, shall be delivered to the Association prior to the commencement of the term of the lease. The Owner is fully responsible for the conduct and actions of his Lessees, and his Lessees' family members, guests and other invitees.

(c) No Partition, Condominium or Timeshare. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is prohibited). Notwithstanding the foregoing, a vacant Lot may be split between the Owners of the Lots adjacent to such Lot so that each portion of such Lot would be held in common ownership with another Lot adjacent to that portion, subject to any further requirements or restrictions imposed by the City. No condominium use shall be created or permitted within the Project.

No Lot shall be subjected to or included in any timeshare plan, however named, described or denominated. For purposes of this provision, a "timeshare plan" is any arrangement, plan or similar device, whether by membership agreement, sale, lease, deed, license or right-to-use agreement or by any other means, in which a purchaser receives ownership rights in or the right to use accommodations for a period of time less than a full year during any given year. "Timeshare plan" includes fractional ownership programs, private residence clubs and similar offerings, but does not include bona fide leases or rentals of the Lot in accordance with the terms of this Declaration and applicable laws.

5.2 Nature of Improvements. No Improvements shall be moved from other locations onto any Lot, and all Improvements erected on a Lot shall be of new construction. No Improvements of a temporary character and no trailer, shack, garage, barn or other out-building

shall be used on any Lot at any time as a residence, either temporarily or permanently. No unsightly Improvements, object or nuisance shall be erected, placed or permitted on any Lot.

5.3 Animals. No livestock, poultry or other animals shall be raised, bred or kept on any Lot except that customary household pets such as dogs, cats and household birds may be kept, but only such number (but not exceeding a total of three (3) animals of all types) and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of other Lot Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws and any Association Rules, and shall be restrained by fence or leash from roaming in or through the Common Area or other Owners' Lots. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations, and must be immediately removed by the animal's owner from Common Areas or any other Owner's Lot. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance (because of noise or otherwise), or whether the number and/or type of animals maintained on any portion of the Project is reasonable, and may require the immediate permanent removal of any animal which it determines is violating these provisions. Any decision rendered by the Board shall be final. Owners shall be liable for any and all damage to property and injury to persons and other animals caused by their animals and the animals of their tenants and other occupants.

5.4 Signs; Restrictions on Commercial Uses. No signs shall be allowed on the Project except as required by law and signs maintained by the Association. No institution or other place for the care or treatment of the sick or disabled, physically or mentally (except as provided by the Arizona Developmental Disabilities Act of 1978 § 36-581 et seq., or other applicable federal or state law) shall be placed or permitted to remain on any of the Lots.

Further, no trade or business of any kind may be conducted in or from any Lot except that an Owner may conduct a business activity within a single-family house located on a Lot so long as the existence or operation of the business activity (a) is not apparent or detectable by sight, sound, or smell from the exterior of the single-family house; (b) conforms to all zoning requirements for the Project; (c) does not increase the liability or casualty insurance obligation or premium of the Association; and (d) is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot or the Common Area as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in the previous sentence, shall be construed to have their ordinary and generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves providing goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration regardless of whether (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; (c) a license is required therefor.

Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for Declarant and any contractors to move, locate and maintain, during the period of construction of Dwelling Units and/or sale of Lots, on such portions of the Project owned by that party or its principal as that party may from time to time select, such facilities as in the sole

opinion of that party shall be reasonably required, convenient or incidental to the construction of Dwelling Units and/or sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of every kind, signs, models, and sales offices, except that in the case of contactors, the foregoing shall be subject to the prior approval of the Declarant.

5.5 Use of Garages. No garage may be converted to living space without the prior written consent of the Committee except that Declarant and/or Homebuilders (with the approval of Declarant) may use a garage area in a model home or models for a sales office. Owners shall keep their garages neat, clean and free from clutter, debris or unsightly objects and shall at all times keep garage doors closed except as reasonably necessary for ingress and egress. Owners and residents shall first park vehicles inside and fully utilize the garage before utilizing the driveway, and shall first park vehicles on and fully utilize the driveway before using parking allowed on the Roadways. No overnight parking is permitted on the Roadways as set forth in Association Rules in effect from time to time.

5.6 Solar Collectors; Antennas; Satellite Dishes. Solar collectors and related equipment may be installed on the Dwelling Units and Lots subject to compliance with the Design Guidelines and with the prior written approval from the Committee pursuant to Article 7 prior to installing the same, subject to applicable laws and legal requirements.

The installation of any antenna shall be subject to Committee approval, which may include screening requirements so that no antenna is Visible From Neighboring Property. One (1) satellite dish, no larger than one (1) meter across, for the reception of television signals is permitted on each individual Lot if the same is not Visible From Neighboring Property, or if partially visible, if the plans for the same are reviewed in advance by the Committee and such proposed installation is determined to be predominantly unobtrusive by the Committee. The Committee shall have the right to require the installation of landscaping or other screening around the satellite dish. The policies, guidelines and regulations adopted by the Committee related to satellite dishes shall fully comply with regulations of the Federal Communications Commission and all other applicable laws and legal requirements.

5.7 Storage Sheds, Swings, Slides, Basketball Hoops, Tennis Courts, Sports Courts, Recreational and Other Equipment. Detached storage sheds are not permitted on any Lot. Attached storage sheds; non-portable swings, slides, basketball hoops and other recreational equipment or improvements; and non-portable maintenance and other equipment and improvements are permitted on any Lot subject to the Design Guidelines and prior approval by the Committee.

Portable basketball backboards, hoops and stands are not allowed. All other portable recreational equipment; barbecues; tools; equipment; bicycles and skateboards; and all other items of personal property, when not in actual use, shall be fully removed from the front yard area of the Lot and, if placed in the rear yard of the Lot, shall not be Visible From Neighboring Property.

Tennis courts and sport courts may be permitted if such approval is granted by the Committee, but no lighting is permitted.

5.8 Screening Materials. All screening areas, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof in accordance with the original construction of the improvements by the Declarant, or as approved by the Committee pursuant to Article 7.

5.9 Lot Maintenance Requirement; Nuisances; Storage Areas. Each Owner shall maintain, repair, replace, restore and reconstruct his Lot and the improvements constructed thereon (including the house) so as to keep the same in a good, neat and safe order, condition and repair, in full compliance with all applicable laws and legal requirements and in full compliance with this Declaration and the original plans therefor prepared by Declarant and/or approved by the Committee under Article 7. Without limiting the generality of the foregoing, the Owner shall keep the roof, exterior walls, doors and windows and other improvements Visible from Neighboring Property in good condition by promptly replacing broken roof tiles or windows, periodically repairing stucco cracks and painting, and similar matters. In the event a Dwelling Unit is totally or substantially destroyed, the Dwelling Unit need not be rebuilt but the Owner shall, within three (3) months, remove all destroyed or damaged improvements and restore and revegetate the Lot to its condition prior to construction of the Dwelling Unit as approved by the Committee. Further, if the Dwelling Unit is torn down or removed and not promptly replaced with a new Dwelling Unit, the Owner will remove all debris and will, within three (3) months, revegetate the Lot as approved by the Committee. The Board may act under Section 3.9 if the Owner does not comply with this section and may utilize any bond of the Owner available under Section 7.6.

No unsightly objects or nuisance shall be erected, placed or permitted on any Lot, nor shall any use, activity or thing be permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot. Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items and the same shall be promptly removed from each Lot and not allowed to accumulate thereon. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Committee so as to conceal same from the view of adjacent Lots and streets. Garbage cans may be in view only on collection days and thereafter they must be promptly stored out of sight as provided in Section 5.16.

5.10 Vehicles. No **"Commercial Vehicles"** (including all vehicles used in business operations, excluding only standard passenger cars and trucks without any commercial or business logos, signs or other markings other than customary bumper stickers) or **"Recreational Vehicles"** (including, without limitation, campers, motor homes, boats, trailers of any kind, mobile homes or similar type vehicles) shall be parked in front of a Lot or in a front driveway or otherwise on a Lot where it is Visible From Neighboring Property, except for temporary parking only not exceeding four (4) consecutive hours. As provided in Section 5.5, no overnight parking is permitted on the Roadways as set forth in Association Rules.

No vehicles (including Commercial Vehicles and Recreational Vehicles) or other mechanical equipment may be dismantled or repaired (except for ordinary maintenance and repair of such vehicles and equipment inside an enclosed garage, and emergency repairs elsewhere for a time period not exceeding forty-eight (48) hours) or allowed to accumulate on

any Lot or in front of any Lot, or ever parked or used on any Common Area, except as required by the Association for it to perform its duties hereunder. No vehicle which is abandoned or inoperative, or not currently licensed for street use, shall be stored or kept on any Lot or in front of any Lot in such manner as to be Visible From Neighboring Property.

5.11 Lights and Street Lights. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any Improvement erected thereon which in any manner will allow light to be directed or reflected on any other Lot or adjacent street, or any part thereof except as approved by the Committee. Exterior low voltages landscape lighting is encouraged, but as with any such Improvement prior written approval for exterior lighting must be secured from the Committee. Subdivision street lighting shall not be permitted, except as may be required by the City.

5.12 Outside Speakers and Amplifiers. No radio, stereo, television or other speakers or amplifiers shall be installed or operated on any Lot or anywhere in the Project so as to be audible from other Lots or the Common Area.

5.13 Sanitary Facilities. None of the Lots shall be used for residential purposes prior to the installation thereon of water-flushed toilets and all bathrooms, toilets and sanitary conveniences shall be inside the house permitted hereunder on each Lot.

5.14 Window Cover Materials. Interior curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, reflective material, newspaper or other materials not customarily made for use as window covers may be installed or placed upon the inside or outside of any Dwelling Unit or other Improvement. Exterior awnings, canopies, shutters and similar items may not be installed without prior written approval of the Committee as to color, style, design and materials.

5.15 Nuisances. No rubbish, debris or hazardous materials of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or other property, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or any activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or other property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. The Board shall have sole discretion to determine whether a nuisance exists.

5.16 Garbage and Trash. No garbage or trash shall be placed or kept on any Lot, except in covered (except during construction) containers of a type, size and style which are approved by the Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property, except to make the same available for collection and then only for the time reasonably necessary to effect such collection and except during construction. All rubbish, trash and garbage shall be removed from the Lots and Common Area and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no garbage, trash or other waste materials shall be burned on any Lot. No garbage or trash containers shall be kept or placed on any grass or other landscaped area. During construction of a residence on a Lot, the Owner of such Lot shall provide an enclosed rubbish container for each

Lot and shall keep its Lot clean of construction trash at all times. In addition, each Owner shall during such construction be responsible to immediately clean up any trash, rubbish, debris, mud and dirt brought or tracked onto the Project in connection with such construction. Additionally, during construction of a residence on the Lot, the Owner of such Lot shall provide a portable J-Jon or similar portable restroom facility on the Lot and maintain it as set forth herein.

5.17 Disease and Insects. No Owner shall permit any thing or condition to exist upon any property within the Project which shall induce, breed or harbor infectious plant diseases or noxious insects.

5.18 Fires. Other than barbecues in properly constructed barbecue pits or grills, and fire pits or outside fireplaces in compliance with the Association Rules, Construction Guidelines and Design Guidelines, no open fire shall be permitted on the Project nor shall any other similar activity or condition be permitted.

5.19 Safe Condition. Without limiting any other provision in this Article, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots or the Common Area.

5.20 Encroachments. No tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet, without the prior written approval of the Committee.

5.21 Model Homes. The provisions of this Declaration which may prohibit nonresidential use of Lots and which regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by Declarant or Homebuilders (with the approval of Declarant) engaged in the construction or marketing of Dwelling Units within the Property or parking incidental to the visiting of such model homes, so long as the location of such model homes and parking areas, and hours of operation, are approved in advance by the Committee, and the construction, operation and maintenance of such model homes otherwise comply with all of the provision of this Declaration. Any Dwelling Units constructed as model home shall cease to be used as model homes at any time when the Owner thereof is not actively engaged in the construction and sale of residential dwellings within the Property, and no Dwelling Unit shall be used as a model home for the sale of homes not located within the Property.

5.22 Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or water wells, tanks (except for rain water tanks, as permitted by the Design Guidelines), tunnels, mineral extractions, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

5.23 Landscaping; Lot Improvements; Weed Control. Subject to the variance provisions of Section 7.3 below, the landscaping for the front, rear and side yards on each Lot must be installed and substantially completed in an attractive manner by the Owner or

Homebuilder within forty-five (45) days from issuance of a temporary or permanent certificate of occupancy for the Dwelling Unit on the Lot, based upon plans therefor approved in advance by the Committee pursuant to Article 7 below. All such landscaping shall be regularly watered by underground irrigation systems and shall not regularly be watered by hoses. The landscape plans submitted to the Committee must include proposed changes in grade to be accomplished as part of the landscaping development.

All landscaping, at all times, must be maintained by each Owner in a neat and attractive manner and any alterations or modifications made to the original landscaping of a Lot as originally installed shall be approved in advance by the Committee. Further, each Owner must maintain, repair and restore any and all grades, slopes, retaining walls and drainage structures (collectively "**Lot Improvements**") as installed by Declarant or Homebuilder on a Lot or which has been approved by the Committee. If any Owner does not (i) install and complete approved landscaping within the forty-five (45) day period described above, (ii) maintain his landscaping in a neat and attractive manner, (iii) maintain all Lot Improvements on a Lot, or (iv) keep the Lot free from weeds, including vacant Lots where no Dwelling Unit is then constructed, the Declarant, the or the Association (by action of the Board), after giving the Owner fifteen (15) days' written notice to cure any such default, shall have the right to cause the necessary landscaping work or Lot Improvement to be done and the Owner in default shall be responsible for the cost thereof, together with interest thereon at the rate of twelve percent (12%) per annum until paid. If the Association does the work, the costs and interest shall be a Lot Specific Assessment. If Declarant does the work, Declarant shall have a lien on the defaulting Owner's Lot for the costs and interest. In addition to the foregoing, any party may utilize remedies available under Section 8.1 for such Owner's default.

5.24 No Warranty of Enforceability; Declarant's Exemption. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 5 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any of the restrictive covenants. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

Declarant shall be exempt from the effect of the restrictions in this Article 5 except as otherwise provided by applicable law.

5.25 Disclaimer of Representations. Declarant makes no representations or warranties whatsoever that (i) the Project will be completed in accordance with the plans of the Project as they exist on the day this Declaration is recorded; (ii) any property subject to this Declaration will be committed to or developed for any use; or (iii) the use of any property subject to this Declaration will not be changed in the future.

ARTICLE 6

WALLS AND FENCES AND EASEMENTS

6.1 Walls and Fences. All walls and fences shall comply with all requirements of the City and all other governmental entities. All walls and fences shall further comply with the Design Guidelines.

6.2 Wall and Fence Construction/Walls and Repair Requirements. All walls and fences shall be maintained in good condition and repair, and walls or fences, upon being started, must be completed within a reasonable time not exceeding three (3) months from commencement of construction. If any wall or fence originally installed by an Owner is wholly or partially damaged by any cause, it shall be removed, in its entirety or returned to its original condition within thirty (30) days from the date of damage; any walls and fences originally installed by Declarant or any Homebuilder, or in a location in which a Declarant or Homebuilder-installed wall or fence was originally erected, must be promptly restored to their original condition by such Owner unless removal or modification is approved by the Committee under Article 7 below.

6.3 Easements.

A. General Easements.

(i) Easements for installation and maintenance of utilities and drainage facilities and for other purposes have been created as shown on the Plat, and additional easements may be created by grant or reservation by an Owner or a Homebuilder for a portion of the Project for the foregoing purposes. Except as may be installed by Declarant, no Improvements or other materials shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, if any, or which may obstruct or retard the flow of water through the channels in the drainage easements, if any, or which may otherwise be inconsistent or incompatible with the easement(s). The easement area of each Lot and all improvements located thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and except for those Areas of Association Responsibility to be maintained by the Association under Section 9.3 below.

(ii) Each Lot and Common Area tract within the Project is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to minor engineering errors, errors in either the original construction or reconstruction of the buildings on the Lots, or the settlement or shifting of buildings or any other similar cause. There shall be valid easements for the maintenance or said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting, provided however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

B. Declarant Easements.

(i) Declarant shall have the right and an easement to maintain sales, leasing and/or management offices, models and advertising signs on Lots owned by Declarant and to maintain sales, leasing and/or management offices and advertising signs on the Common Area while the Declarant sells Lots in the Project.

(ii) Declarant shall have the right and an easement on and over the Common Area to construct thereon all buildings and improvements consistent with the approved plans therefor and to use the Common Area (until Class B Membership terminates) and any Lots owned by Declarant for construction and renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project.

(iii) The Declarant shall have an easement on, over and through the Lots (but not through any houses thereon) for any access necessary to complete any construction, renovations, warranty work or modifications to be performed by Declarant.

C. Association Easements. Declarant hereby creates the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors over the Lots (but not the houses thereon):

(i) For inspection of the Lots in order to verify the performance of all Owners of all items of maintenance and repair for which they are responsible;

(ii) For inspection, maintenance, repair and replacement of the Common Area accessible from the Lots and the Areas of Association Responsibility on any Lots, and

(iii) For the purpose of enabling the Association, the Board, the Committee or any other committee appointed by the Board, to exercise and discharge their respective rights, powers and duties under the Project Documents. No Owner shall do any act or create any obstruction which would unreasonably interfere with the right or ability of the Association to perform any of its obligations or exercise any of its rights under the powers or easements reserved under this Declaration.

ARTICLE 7

ARCHITECTURAL CONTROL

7.1 Creation of Committee; Design Guidelines and Construction Guidelines. For the purpose of maintaining the architectural and aesthetic integrity and consistency within the Project, protecting the health and welfare of residents, protecting the natural environment and preventing nuisances detrimental to other properties within the Project, an Architectural Control Committee (the "**Committee**") consisting of three (3) members is hereby established, except that the Committee need have only one member while Declarant has the right to appoint the Committee as provided below. While Declarant owns any Lot, Declarant, and its successors and assigns to whom rights are specifically assigned in writing under Section 8.4, shall have the sole right to appoint, remove and replace Committee members, who need not be Lot Owners.

Declarant may waive its right to appoint some or all Committee members by recording an instrument in the office of the Maricopa County Recorder giving notice of the same.

After Declarant owns no Lots, a new Committee may be appointed by the Board of the Association. If no such Committee is appointed, then and in such event, the members of the Committee appointed by the Declarant, and/or its successors and assigns, may, but are not obligated to, continue to act until such time as the Board appoints a new Committee. Members of the Committee appointed by the Board shall serve for a period of one (1) year or until their successors are duly appointed, whichever is later or until they are removed by action of the Board.

A majority of the Committee shall be entitled to take action and make decisions for the Committee.

The Committee may adopt and amend Design Guidelines and Construction Guidelines from time to time to guide the design and construction of Improvements and Exterior Alterations. The Committee shall promptly notify all Owners of the adoption or amendment of Design Guidelines and/or Construction Guidelines and provide copies thereof upon request, for which reasonable copying fees may be charged.

The Design Guidelines and Construction Guidelines, if any, are in addition to and not in lieu of the land use and zoning ordinances of the City, provided, however, that if any of the provisions of this Declaration, the Design Guidelines or the Construction Guidelines conflict with any land use or zoning ordinances of the City as applicable to the Project, the more restrictive provisions shall control.

7.2 Review by Committee. No Improvements or Exterior Alterations shall be commenced, erected, made, structurally repaired, replaced or altered (except as set forth below) until the plans and specifications showing the nature, kind, shape, size, height, color, material, floor plan, location and approximate cost of same shall have been submitted to and approved by the Committee. The Committee shall have the right to refuse to approve any Improvement or Exterior Alteration which is not suitable or desirable in their opinion for aesthetic or other reasons, including noncompliance with the Design Guidelines, and they shall have the right to take into consideration (i) the suitability of the proposed Improvement or Exterior Alteration; (ii) the material (including type and color) of which it is to be built; (iii) the site (including location, topography, finished grade elevation) upon which it is proposed to be erected; (iv) the harmony thereof with the surroundings (including color and quality of materials and workmanship); and (v) the effect of the Improvement or Exterior Alteration as planned on the adjacent or neighboring property (including visibility and view). Any Owner requesting approval of the Committee shall also submit to the Committee any additional information, plans and specifications which the Committee may reasonably request. In the event that the Committee fails to approve or disapprove an application for approval within sixty (60) days after its receipt of a fully compliant application, together with all supporting information, fees (as provided below), plans and specifications requested by the Committee, approval will not be required and this section will be deemed to have been complied with by the Owner who has requested approval of such plans, provided the design, location, color and kind of materials in the Improvement or Exterior Alterations shall be governed by all of the restrictions herein set forth.

With respect to reviewing an Owner's plans and specifications, the Committee shall have the right to charge a fee for reviewing requests for approval of any plans for any Exterior Alteration pursuant to this section, which fee shall be payable at the time the application for approval is submitted to the Committee. In addition, the Committee shall engage a licensed architect to assist it with reviewing submittals for the initial construction of a Dwelling Unit on each Lot, for which the anticipated fee to be paid by the Owner upon submission shall be up to $3,000 [in 2007 Dollars], as determined by the Committee. Additional fees may be required for unusually complicated submissions or repetitive resubmittals. Further, the Committee shall have the right to employ professional consultants to review submittals for subsequent Exterior Alterations or Improvements after a Dwelling Unit exists on the Lot, to assist it in discharging its duties. In the event the Committee elects to employ such consultant, the Committee shall first give notice to the Owner of the fee required for purposes of hiring any such consultant and the Owner shall promptly pay said consultant's fee to the Committee prior to the Committee being obligated to proceed further with its review of said Owner's submission.

The Committee's or any professional consultant's review and/or approval of Improvement or Exterior Alterations shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity or compliance with applicable laws or building ordinances of the Improvement or Exterior Alterations and the Owner and/or its agents shall be solely responsible therefor. Neither the Association, Committee, officers, directors, employees, agents, architects or design professionals shall have any liability whatsoever with respect to any defects or deficiencies associated with any plans submitted for approval. The Association, Board, Committee and its members, and Owners shall have no personal liability for judicial challenges to its decisions and the sole remedy for a successful challenge to a decision of the Committee shall be an order overturning the same without creating a right, claim or remedy for damages.

The approval by the Committee of any Improvement, Exterior Alteration, repair, change or other work pursuant to this section shall not be deemed a waiver of the Committee's right to withhold approval of any Improvement, Exterior Alteration, repair, change or other work subsequently submitted for approval.

Upon receipt of approval from the Committee for any Improvement, Exterior Alteration, repair, change or other work, the Owner who has requested such approval shall proceed to perform, construct or make the Improvement, Exterior Alteration, repair, change or other work approved by the Committee as soon as practical, and shall diligently pursue such work so that it is completed as soon as reasonably practical and within such time as may be prescribed the Committee.

The approval required of the Committee pursuant to this section shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

The restrictions and conditions set forth in Section 7.1 and this Section 7.2 below shall not be applicable to any original construction whatsoever undertaken by Declarant.

7.3 Variances. The Committee may (with Board approval in its sole discretion and in extenuating circumstances) grant variances from the restrictions set forth in Article 5 and Article 6 of this Declaration and any of the requirements set forth in this Article 7.

7.4 Declarant's Exemption; Right to Replat. The restrictions and conditions set forth in this Article 7 shall not be applicable to any original construction whatsoever undertaken by the Declarant. In addition to the foregoing, Declarant hereby reserves the right, in its sole discretion, and without the consent of the Committee or any other Owner or lienholder (except as provided herein), to amend the Plat with regard to any Lots which Declarant owns from time to time. Notwithstanding the foregoing, such replatting shall not affect the boundaries of any other Owner's Lot or the Common Area and shall always comply with all zoning and other applicable statutes, rules, ordinances and regulations or any governmental or quasi-governmental agency having jurisdiction over the Project. Subject to satisfaction of the foregoing conditions, any amendment to the Plat prepared and recorded by Declarant may reconfigure Declarant's Lots and/or create additional Lots.

7.5 Zoning Compliance. All Improvements, including, without limitation, tennis courts and swimming pools, must be constructed on the Lots in compliance with all minimum yard setback requirements established by the applicable City zoning ordinance as it may be amended from time to time.

7.6 Construction Guidelines. In addition to all other restrictions contained herein, the Board or Committee may adopt such other and further Construction Guidelines as are consistent with this Declaration, which additional Construction Guidelines shall be published and made available to each Owner and which shall be enforced by the Committee. Notwithstanding anything herein to the contrary, and in addition to the provisions of Section 7.2 set forth above, the Construction Guidelines can require such other and further deposits or bonds as deemed necessary in its sole and absolute discretion to ensure prompt development and compliance with the Declaration, Design Guidelines and Construction Guidelines, including removal of construction debris that is allowed to accumulate in violation of this Declaration, the Design Guidelines or Construction Guidelines and/or repair of the Common Area. The minimum deposit or bond for any initial development of a Lot may be set forth in the Construction Guidelines, but will be in an amount not less than Ten Thousand Dollars ($10,000.00). The Committee shall also have the right to determine which portion, if any, of the deposit will be non-refundable. Any portion of the deposit that is refundable shall be refunded to the Owner by the Association upon the completion of the construction of the Improvements, the removal of all construction debris from the Lot and the repair of any damage to the Common Area occasioned by such construction.

All Dwelling Units or other Improvements of any type and all Lots shall be subject to the following restrictions, in addition to all other requirements:

(a) During construction all trash and construction debris shall be placed in a container and shall be removed as required and all J-Jons or similar portable restroom facilities must be placed in a location approved by the Committee and be properly maintained.

(b) On all Dwelling Units under construction, the front street area shall be kept clean and free of debris by the Owner or contractor and all mud or construction debris left upon the street by the contractor, the Owner, or their agents or employees, shall be removed.

(c) Owners of unoccupied Lots shall keep the Lots free from any and all debris and weeds at all times.

Upon receipt of approval from the Committee for any Improvement, Exterior Alteration, repair, change or other work, the Owner who has requested such approval shall proceed to perform, construct or make the Improvement, Exterior Alteration, repair, change or other work approved by the Committee as soon as practical, and the approval shall lapse if work does not bona fide begin within twelve (12) months. Upon commencement of the work, the Owner shall diligently pursue such work so that it is completed as soon as reasonably practical and within such time as may be prescribed the Committee. If work ceases or substantially ceases for ninety (90) days, and the Board determines that the appearance of the Lot and Improvements is having a material and adverse effect on the Project, the Board, at any time thereafter until work bona fide re-starts, may require the Owner to do such work, remove such Improvements, or install such landscaping as the Board determines will reasonably eliminate the adverse effect of the condition of the Lot and Improvements. If the Owner does not bona fide commence such work within twenty (20) days after notice by the Board of the required work and thereafter diligently complete it, the Board may take action under Section 3.9 and utilize the bond provided under this section.

ARTICLE 8

GENERAL

8.1 Effect of Declaration and Remedies. The declarations, limitations, easements, covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing (or whose title is acquired by foreclosure, deed in lieu thereof, trustee's sale or otherwise) or occupying any Lot in the Project after the date on which this Declaration is recorded. In the event of any violation or attempted violation of these covenants, conditions and restrictions, they may be enforced by an action brought by the Association, the Committee or by the Owner or Owners (not in default) of any Lot or Lots in the Project, at law or in equity, in addition to the Association's remedies in Sections 3.3, 3.4, 3.8, 3.9, 4.14, 4.15 and 4.16. Declarant has no duty to take action to remedy any such default. Remedies shall include but not be limited to damages, injunctive relief and/or any and all other rights or remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit. Notwithstanding the foregoing, an Owner's liability for damage to Common Area or Lots (including improvement thereon) of other Owners by reason of the acts of the Owner, the Owner's tenants, and their respective family members, guests, invitees or licensees shall be limited to that imposed under applicable Arizona statutory, case and other law. Any breach of these covenants, conditions and restrictions, or any remedy by reason thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value upon the Lot in question and the breach of any of these covenants, conditions and

restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust.

All instruments of conveyance of any interest in any Lot shall contain (and if not, shall be deemed to contain) a reference to this Declaration and shall be subject to the declarations, limitations, easements, covenants, conditions and restrictions herein as fully as though the terms and conditions of this Declaration were therein set forth in full; provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this Declaration or not in any instrument of conveyance. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants, conditions and restrictions.

8.2 Plurals; Gender. Whenever the context so requires, the use of the singular shall include and be construed as including the plural and the masculine shall include the feminine and neuter.

8.3 Severability. Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect.

8.4 Transfer by Declarant. Wherever Declarant is granted certain rights and privileges hereunder, Declarant shall have the right (but not the obligation) to fully or partially assign and transfer any of such rights and privileges as to the Lots which it owns to any Homebuilder or other party owning Lots as evidenced by a written instrument recorded in the office of the Maricopa County Recorder which describes in detail the particular Declarant's right or rights being assigned (if less than all such Declarant rights) and said instrument shall state that, in such case, the assignee is a co-Declarant or if Declarant has assigned all its rights in said instrument, it shall state that the assignee is a successor Declarant. If the operation of this Section 8.4 results in there being more than one Declarant at any one time, all such Declarants shall be co-Declarants holding the rights assigned to them by their original assignor. Upon an assignment by Declarant of its rights hereunder, Declarant shall thereafter have no further liability, responsibility or obligations for future acts or responsibilities of the successor or co-Declarant hereunder and the successor or co-Declarant shall be solely responsible therefor (to the extent of the assignment) and all parties shall look to the successor or co-Declarant therefor. At any time, Declarant or a co-Declarant may, by a written, recorded notice, relinquish all or any portion of its rights hereunder and all parties shall be bound thereby, except that no Declarant or co-Declarant, nor its successors or assigns, may relinquish the rights of any other Declarant terminated thereby. Declarant (or a successor) may collaterally assign all of its rights and privileges to act as Declarant for the Project to a lender as additional security for any loan from the lender encumbering all or substantially all of the Lots in the Project owned by such Declarant, with such assignment to become absolute and final in favor of such lender or a purchaser at a foreclosure or trustee's sale upon that party's acquisition of fee title to the encumbered Lots, unless such party otherwise specifies in a recorded instrument.

8.5 Term; Conflicts. This Declaration shall remain and be in full force and effect for an initial term of thirty-five (35) year from the date this Declaration is recorded. Thereafter, this Declaration shall be deemed to have been renewed for successive terms of ten (10) years, unless

revoked by an instrument in writing, executed and acknowledged by the then Owners of not less than seventy-five percent (75%) of the Lots in the Project, which said instrument shall be recorded in the office of the Maricopa County Recorder's Office, Arizona, not earlier than ninety (90) days prior to the expiration of the initial effective period hereof, or any ten (10) year extension. If there is any conflict between any of the Project Documents, the provisions of this Declaration shall prevail. Thereafter, priority shall be given to the Project Documents in the following order: the Plat, Articles, Bylaws and Association Rules.

8.6 Amendments. At any time, this Declaration may be amended by an instrument in writing, executed and acknowledged by the then Owners of not less than sixty-seven percent (67%) of the Lots in the Project and with the written consent of Declarant, if Declarant owns any Lot; provided however, that the Declarant, while Class B Membership exists, may amend this Declaration to correct errors or comply with applicable law or the guidelines or regulations of any governmental or quasi-governmental agency insuring, guaranteeing or purchasing loans in the Project, without the consent of any other Owner or lienholder including First Mortgagees.

8.7 Waiver of Trial by Jury. On behalf of itself and all of its successors in interest and successors in title, including all future Owners and the Association, Declarant hereby waives any right to a trial by jury in any action or proceeding to enforce or defend or obtain remedies for the violation of any rights, restrictions, assessments or other provisions of this Declaration or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this Declaration or arising from any relationship between any Owners and/or the Association under this Declaration and any such action or proceeding shall be tried before a court sitting without a jury.

8.8 Declarant Parties Dispute Notification and Resolution Procedure. All actions or claims by any Owner(s) or the Association against Declarant, or any of its agents, representatives or contractors (**"Declarant Parties"**), relating to or arising out of the Lots or the Improvements thereon or any Common Area, including but not limited to, (a) this Declaration or any of the Project Documents, (b) the use or condition of property, (c) the design or construction of or any condition on or affecting property, including, but not limited to, construction defects, surveys, soils conditions, grading, specifications, installation of improvements (including, but not limited to, Lots or the Improvements thereon or any Common Area), or (d) disputes which allege negligence or other tortious conduct, breach of contract or breach of implied or express warranties as to the condition of the property or any improvements or other matters (collectively, **"Dispute(s)"**), shall be subject to the provisions of this Section 8.8. Declarant and each Owner, by acquiring a Lot, acknowledge that the provisions set forth in this Section 8.8 shall be binding upon current and future Owners and the Association for the benefit of Declarant and its successors in interest or title.

8.8.1 Notice. Any Person (including the Association) with a Dispute claim shall notify the Declarant in writing of the claim, which writing shall describe the nature of the claim and any proposed remedy (the **"Dispute Notice"**).

8.8.2 Right to Inspect and Right to Corrective Action. Within a reasonable period after receipt of the Dispute Notice, which period shall not exceed sixty (60) days, Declarant and the claimant shall meet at a mutually acceptable place within the Project, to

discuss the claim. At such meeting or at such other mutually agreeable time, the Declarant and the Declarant's representatives shall have full access to the property that is the subject of the claim and shall have the right to conduct inspections, testing and/or destructive or invasive testing of the same in a manner deemed appropriate by Declarant (provided Declarant shall repair or replace any property damaged or destroyed during such inspection or testing), which rights shall continue until such time as the Dispute is resolved as provided in this Section 8.8. The parties shall negotiate in good faith in an attempt to resolve the claim. If the Declarant elects to take any corrective action, Declarant and Declarant's representatives and agents shall be provided full access to the property which is the subject of the claim to take and complete corrective action.

8.8.3 No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in Section 8.8.2 shall be construed to impose any obligation on Declarant to inspect, test, repair or replace any item of the Lots or improvements for which Declarant is not otherwise obligated under applicable law or any limited warranty provided by Declarant in connection with the sale of the Lots and/or the improvements constructed thereon. The right of Declarant to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form executed and recorded by Declarant in the Official Records of Maricopa County, Arizona.

8.8.4 Litigation. If the parties to the Dispute cannot resolve the claim pursuant to the procedures described in Section 8.8.2 above, the parties shall be free to commence an action under Section 8.8, subject to Section 8.8.5.

8.8.5 WAIVERS.

NOTICE: BY ACCEPTING TITLE TO COMMON AREA, THE ASSOCIATION AGREES, AND BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY OWNERSHIP INTEREST IN ANY LOT, EACH PERSON, FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY DISPUTE RESOLVED ACCORDING TO THE PROVISIONS OF THIS SECTION 8.8 AND WAIVES THE RIGHT TO PURSUE ANY DISPUTE IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION 8.8. EACH OWNER, ASSOCIATION AND DECLARANT AGREE AND ACKNOWLEDGE THAT THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A JURY AS PROVIDED IN SECTION 8.7. EACH OWNER, ASSOCIATION AND DECLARANT FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A DISPUTE. BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY OWNERSHIP INTEREST IN ANY LOT, EACH OWNER HAS VOLUNTARILY ACKNOWLEDGED THAT HE IS GIVING UP ANY RIGHTS HE MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR

THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A DISPUTE.

8.8.6 Statutes of Limitation. Nothing in this Section 8.8 shall be considered to toll, stay, reduce or extend any applicable statute of limitations.

ARTICLE 9

ADDITIONAL PROVISIONS

9.1 Declarant's Right to Use Similar Name. The Lot Owners and Association hereby irrevocably consent to the use by any other corporation which may be formed or incorporated by Declarant of a corporate name which is the same or deceptively similar to the name of the Association, provided one or more words are added to the name of such other corporation to make the name of the Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letters, documents or other writings as may be required by the Arizona Corporation Commission in order for any other corporation formed or incorporated by the Declarant to use a corporate name which is the same or deceptively similar to the name of the Association.

9.2 Building Construction Envelopes and Natural Area Open Space on Lots. As provided in Note 9 on the Plat, each Lot will contain a maximum building construction envelope approved by the City's Development Review Board. An exhibit showing the general location of the building construction envelope for each Lot is on file with the City. At the time of submission to and approval by the City of a design for Improvements on any Lot, the Lot Owner will be required to designate the additional natural area open space (NAOS) requirement for that Lot based on the NAOS Table on file with the City. In addition to all requirements of the City, no building shall be located outside of the approved building construction envelope for each Lot and each Lot Owner shall permanently maintain the designated natural area open space on that Lot as natural desert space in accordance with Association Rules.

9.3 Maintenance within Plat Easements and Other Areas. The Association will have the sole and exclusive right and obligation to maintain, repair and replace (a) all drainage structures constructed by Declarant or the Association within "private drainage easements" shown on the Plat or in or on any separately recorded easements (even if not currently in the Project), including those Private Drainage Easement Declarations recorded March 8, 2007 as Document Nos. 2007-0280519, 2007-0280520 and 2007-0280524, (b) all signs, walls and landscaping within the "wall easements" shown on the Plat or in or on any separately recorded easements (even if not currently in the project), including that Wall and Landscape Easement Declaration recorded March 8, 2007 as Document No. 2007-0280468, (c) all landscaping within all "scenic corridor easements" shown on the Plat, if any, and (d) all property subject to any "multi-use public trail easement" shown on the Plat, if any, or in or on any separately recorded easements (even if not currently in the Project), including the Multi-Use Public Trail Easement recorded March 6, 2007 as Document No. 2007-0272197, except to the extent the City provides maintenance in accordance with its easement, and no Owner or other Person shall do or authorize any construction of improvements and/or installation of landscaping inconsistent with the

Association's exclusive rights hereunder. The easement set forth in Section 6.3C shall apply to the Association's activities under this section.

Each Lot Owner will have the sole and exclusive obligation to (a) comply with any "boulder easement" and/or "sight distance easements" in favor of the City affecting the Owner's Lot as shown in the Plat and (b) to clean, maintain, repair and replace all drainage areas, facilities or channels on the Lot which are not the Association's responsibility under this section, in compliance with Sections 6.3A and 9.2 above, including any drainage easements dedicated to the City on the Plat and any additional drainage easements and facilities required by the City as part of the City design review of the Dwelling Unit or other improvements or alterations proposed for the Lot, except to the extent such work is actually provided by the City.

9.4 Use of the Roadways by Adjacent Property Owners. City Zoning Ordinance 3661, adopted by the City Council of the City on April 4, 2006 (the **"Ordinance"**) requires that the owners (**"Adjacent Owners"**) of four (4) parcels of real property adjacent to the northwest portion of the Project have access to public roads by using the Roadways in the Project. Consequently, Declarant has entered into and recorded Easement Agreements (the **"Easements"**) with the Adjacent Owners granting access easements to the Adjacent Owners consistent with the Ordinance. The Roadways are burdened by the Easements and, therefore, the Association, as the owner of the Roadways, shall perform and enforce the Easements for the benefit of the Association and the Owners.

9.5 Declarant's Reservation of Rights to Annex and Irrevocable Commitment of Annexable Property.

(a) Declarant hereby expressly reserves the right to annex and subject to this Declaration, without the consent of any Owner or lienholder, all or any portion of the Annexable Property. The annexation of all or any portion of the Annexable Property shall be accomplished by the Declarant recording a Declaration of Annexation in the Official Records of the Maricopa County, Arizona Recorder's office, stating (i) the legal description of the Annexable Property being annexed; and (ii) a description of any portion of the Annexable Property being added which will be Common Area. The Declaration of Annexation may contain such complementary additions to and modification of the covenants, conditions and restrictions set forth in this Declaration as may be necessary to reflect the different character or configuration or other attributes, if any, of the added property and as are not inconsistent with the scheme of this Declaration.

(b) Any portion of the Annexable Property annexed pursuant to this section shall not become irrevocably annexed to the Project until the date on which the first Lot within the annexed portion of the Annexable Property is conveyed to an Owner. If any Declaration of Annexation recorded pursuant to this section divides a portion of the Annexable Property being annexed into separate phases, then each phase of the property being annexed shall not become irrevocably annexed to the Project until the date on which the first Lot within such phase is conveyed to an Owner.

(c) The Declarant shall have the right to amend any Declaration of Annexation recorded pursuant to this section to change the description of phases within the

property being annexed, except that the Declarant may not change any portion of the Annexable Property which has already become irrevocably annexed to the Project.

(d) At any time, Annexable Property which has not been irrevocably annexed to the Project pursuant to the provisions of this section may be withdrawn. Any such withdrawal of property from the Project shall be accomplished by Declarant's recording of a Declaration of Withdrawal in the Official Records of the Maricopa County, Arizona Recorder's Office, describing the portion of the property being withdrawn. Upon the recording of any such Declaration of Withdrawal, that portion of the Annexable Property described in the Declaration of Withdrawal shall no longer be part of the Project or subject to the Declaration.

(e) The voting rights and obligations to pay Assessments of the Owners of Lots annexed pursuant to this section shall be effective as of the date the Lots become irrevocably annexed to the Project.

(f) This Section 9.5 and Section 9.6 may not be amended without Declarant's written approval.

9.6 No Limitations on Development of Annexable Property.

(a) The Annexable Property may be added from time to time in one or more portions or as a whole, with no limitations or restrictions as to the order of annexation or the boundaries of annexed property. The portions of Annexable Property annexed into the Project need not be contiguous.

(b) There are no limitations on the locations or dimensions of improvements to be located on the Annexable Property. No assurances are made as to what, if any, further improvements will be made by Declarant on any portion of the Annexable Property, provided that any such structures and improvements placed, constructed, replaced, or reconstructed on the Annexable Property by Declarant will be compatible with any improvements in the Project as to quality of construction and materials and architectural style.

(c) Declarant makes no assurances as to the exact number of Lots which shall be added to the Project by annexation of all or any portion of the Annexable Property.

(d) All taxes, assessments, mechanic's liens, and other charges affecting the Common Area in a new phase or portion of the Annexable Property, covering any period prior to the subjecting of said real property to this Declaration, shall be paid or otherwise provided for by Declarant or its successor or assign, seeking to bring the same within this Declaration before subjecting the real property to this Declaration, so that any liens arising in connection with said phase or Annexable Property will not adversely affect the rights of the existing Lot Owners.

DATED this 16th day of April, 2007

McDOWELL MOUNTAIN BACK BOWL, LLC an Illinois limited liability company

By _____

Its Authorized Representative

STATE OF Illinois)
) ss.
County of DuPage)

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Theresa Frankiewicz, the Authorized Representative of **McDOWELL MOUNTAIN BACK BOWL, LLC.**, an Illinois limited liability company, on behalf of said company.

_____
Notary Public

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

My Commission Expires:
12/03/07

EXHIBIT A

Annexable Property

CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

Escrow/Title No. 2616199 55

Parcel 1:

Parcel 10, THE GOLDIE BROWN PINNACLE PEAK RANCH, UNIT ONE, according to Book 191 of Maps, page 26, records of Maricopa County, Arizona;

EXCEPT all minerals in all of said land except the South half of the South half as reserved to the United States of America in the Patent recorded in Docket 304, page 447

Parcel 2:

Parcel No. 14, GOLDIE BROWN PINACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 Of Maps, Page 26;

EXCEPT the West half of the West half; and

EXCEPT all minerals as reserved in the Patent.

Parcel 3:

WEST HALF OF PARCEL NO. 11, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26 RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT.

Parcel 4:

East half of Parcel 2, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26.

Parcel 5:

East half of PARCEL NO. 15, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26;

EXCEPT all minerals as reserved in the Patent.

Parcel 6:

Parcel 6, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona;

EXCEPT that part of the South half of the Northeast quarter of the Southwest quarter of Section Eleven, Township Four North, Range Five East of The Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at a G.L.O. Brass Cap that marks the South quarter section corner;

LEGAL DESCRIPTION

Escrow/Title No. 2616199 55

thence North 00 degrees 00 minutes 55 seconds West, 1321.65 feet to a 5/8" bar that marks the TRUE POINT OF BEGINNING for this parcel;

thence South 89 degrees 55 minutes 33 seconds West, 454.83 feet to a 5/8" bar;

thence 97.81 feet along a curve to the right of 193.18 foot radius to a 5/8" bar;

thence North 61 degrees 03 minutes 15 seconds West, 119.75 feet to a 5/8" bar;

thence 98.84 feet along a curve to the left of 929.48 foot radius of a 5/8" bar;

thence North 67 degrees 12 minutes 45 seconds West, 66.80 feet to a 5/8" bar;

thence 173.47 feet along a curve to the left of 141.28 foot radius to a 5/8" bar;

thence South 42 degrees 12 minutes 16 seconds West, 57.95 feet to a 5/8" bar;

thence 187.16 feet along a curve to the right of 226.09 foot radius to a 5/8" bar;

thence South 89 degrees 55 minutes 33 seconds West, 149.38 feet to a 5/8" bar that marks the Southwest corner of the parcel;

thence North 0 degrees 00 minutes 33 seconds East, 661.31 feet to a 5/8" bar that marks the Northwest corner of this parcel;

thence South 89 degrees 55 minutes 02 seconds East, 1319.71 feet to a 5/8" bar that marks the Northeast corner of the parcel;

thence South 0 degrees 00 minutes 55 seconds East, 661.51 feet to the Southeast corner of the parcel and the TRUE POINT OF BEGINNING.

EXCEPT all minerals as reserved in the patent.

Parcel 7:

PARCEL 1, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, page 26, records of Maricopa County, Arizona;

EXCEPT all minerals as reserved in the patent.

Parcel 8:

EAST HALF OF PARCEL NO. 11, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT all minerals as reserved in the patent.

Parcel 9:

West half of Parcel No. 7, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to

LEGAL DESCRIPTION

Escrow/Title No. 2616199 55

the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191 of Maps, Page 26;

EXCEPT all minerals as reserved in the Patent.

Parcel 10:

That part of Parcel 6, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision recorded in Book 191 of Maps, page 26, records of Maricopa County, Arizona, described as follows:

A parcel located in the South half of the Northeast quarter of the Southwest quarter of Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County Arizona.

BEGINNING at a G.L.O. Brass Cap that marks the South quarter section corner;

thence North 0 degrees 00 minutes 55 seconds West, 1,321.65 feet to a 5/8" bar that marks the TRUE POINT OF BEGINNING for this parcel;

thence South 89 degrees 55 minutes 33 seconds West, 454.83 feet to a 5/8"bar;

thence 97.81 feet along a curve to the right of 193.18 foot radius to a 5/8" bar;

thence North 61 degrees 03 minutes 15 seconds West, 119.75 feet to a 5/8" bar;

thence 98.84 feet along a curve to the left of 929.48 foot radius to a 5/8" bar;

thence North 67 degrees 12 minutes 45 seconds West, 66.80 feet to a 5/8" bar;

thence 173.47 feet along a curve to the left of 141.28 foot radius to a 5/8" bar;

thence South 42 degrees 12 minutes 16 seconds West, 57.95 feet to a 5/8" bar;

thence 187.16 feet along a curve to the right of 226.09 foot radius to a 5/8" bar;

thence South 89 degrees 55 minutes 33 seconds West, 149.38 feet to a 5/8" bar that marks the Southwest corner of the parcel;

thence North 0 degrees 00 minutes 33 seconds East, 661.31 feet to a 5/8" bar that marks the Northwest corner of this parcel;

thence South 89 degrees 55 minutes 02 seconds East, 1,319.71 feet to a 5/8" bar that marks the Northeast corner of the parcel;

thence South 0 degrees 00 minutes 55 seconds East, 661.51 feet to the Southeast corner of the parcel and the TRUE POINT OF BEGINNING.

Parcel 11:

West half of Parcel NO. 15, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, a subdivision

CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

Escrow/Title No. 2616199 55

recorded in Book 191 of Maps, Page 26, records of Maricopa County, Arizona;

EXCEPT all minerals as reserved in the patent.

Parcel 12:

East half of Parcel 7, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, recorded in Book 191, Page 26.

Parcel 13:

PARCEL NO. 3, GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, A SUBDIVISION RECORDED IN BOOK 191 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT.

AND EXCEPT ANY PART LYING WITHIN THE PROPERTY SUBJECT TO THE 'FINAL PLAT FOR SERENO CANYON PHASE I' RECORDED IN BOOK 910 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA

20070448214

COURTESY RECORDING INSTRUCTIONS TO FIRST AMERICAN TITLE

First American Title is hereby handed the following document(s):

You are hereby authorized and instructed as a courtesy to deliver for recording to the Maricopa County Recorder's Office said document(s), with these instructions attached to and recorded as a part of the first mentioned document. RESTRICTIONS

The undersigned understands and acknowledges that First American Title is acting in the capacity of messenger only, without consideration and is not responsible for the correctness of the form, content or execution of any of the document(s) and that First American Title is hereby released of any and all liability in connection with the same. Further, the undersigned understands and acknowledges that First American Title assumes no responsibility or liability for any inconvenience or loss which might be sustained due to any delay in the recordation of said document(s).

The undersigned states that the real property affected by the document(s) is not involved in an open escrow, title insurance or other transaction pending with any office of First American Title. The undersigned understands and acknowledges that at the time of recordation, the document(s) will **NOT** be insured by First American Title. First American Title is hereby instructed **NOT** to do any title search in conjunction with this courtesy recording.

It is further understood and acknowledged that there shall be no liability and/or responsibility for a payment of any consideration by First American Title to any party as this service is performed as a courtesy only.

"First American Title" shall include First American Title Insurance Company, a California corporation and any of its subsidiary companies.

Recording fees in the amount $38.00 are enclosed.
(All checks MUST BE MADE PAYABLE TO THE COUNTY RECORDER)

Dated: 4-17-07

Signatures:

Sharon J. Peterson
Party making delivery

Sharon Peterson
Party making delivery

Address: 3620 E. Campbell, #D Phx AZ 85018

Phone No.: 602-263-5771

Agent
Party to document

Agent
Party to document

First American Title Office forwarding documents to a recording desk:

By: _____
First American Employee

_____
First American Office

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070470890 04/23/2007 04:34
ELECTRONIC RECORDING

4230701-6-8-1--
Garciac

When recorded, return to:
Theresa Frankiewicz
Crown Community Development
3600 Thayer Court, Suite 100
Aurora, IL 60504

1/8
04230701

COURTESY RECORDING
NO TITLE LIABILITY

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made by and between MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company ("Grantor") and BENJAMIN B. BOLES AND CAROL BOLES, TRUSTEES OF THE BENJAMIN AND CAROL BOLES LIVING FAMILY TRUST, ACCORDING TO THAT CERTAIN DECLARATION OF TRUST DATED JUNE 22, 1999 ("Grantee"), with respect to the following facts:

RECITALS

Whereas, Grantor is the owner of the real property described on Exhibit A attached hereto ("Grantor's Property");

Whereas, Grantee is the owner of the real property adjacent to Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property");

Whereas, Grantor intends to install a system of private, gated streets on Grantor's Property and to deed Grantor's Property to a property owners' association which will own and maintain the gates and streets (the "Association");

Whereas, Grantee desires access across such private streets in order to travel from Grantee's Property to public streets;

Whereas, Grantor desires to grant to Grantee a non-exclusive easement for vehicular ingress and egress over Grantor's Property; and

Whereas, Grantee desires to accept the grant of non-exclusive easement according to the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ingress and Egress. Grantor hereby grants to Grantee a non-exclusive easement over Grantor's Property for the purpose of ingress and egress of personal passenger vehicles from Grantee's Property to public streets. Service,

delivery and emergency vehicles traveling to a residence may occasionally, and on an as-needed basis, utilize Grantor's Property. The easement granted herein is for the benefit of residential property only, and Grantor's Property may not be used to access any business or commercial enterprise on Grantee's Property. Construction vehicle and semi-tractor access is also prohibited except as approved by the Association on an as-needed basis. Grantee shall comply with all rules established for use of the private streets and gates by the Association.

2. Grantee's Approval of Abandonment of Goldie Brown Easements. Grantee approves and supports Grantor's application to the City of Scottsdale to abandon all easements and dedications within Sereno Canyon which were dedicated on the Parcel Map for Goldie Brown Pinnacle Peak Ranch, Unit One, recorded July 19, 1977 in Book 191 of Maps, Page 26, Official Records, Maricopa County. Grantee, on behalf of itself and its successors and assigns, waives any right to use or enforce such easements.

3. General Provisions.

A. Duration. This Easement Agreement shall remain in full force and effect in perpetuity.

B. Modification or Termination. This Easement Agreement may only be modified or terminated, in whole or in part, with the written consent of the owners of Grantor's Property and Grantee's Property.

C. Injunctive Relief. Any owner of the properties described herein shall have the right to enjoin a violation or threatened violation of this Easement Agreement or obtain specific performance of this Easement Agreement. The Association shall also have the right to take any enforcement or penalty action against Grantee permitted by the CC&RS and other governing documents for the Association.

D. Attorneys Fees. In the event that any owner of the properties described herein brings legal proceedings to enforce any of the terms of this Easement Agreement, the successful party in such action shall be entitled to receive and shall receive from the other party or parties a reasonable sum as attorneys' fees and costs.

E. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties described herein.

F. Covenants Run With the Land. The benefits and burdens of this Easement Agreement shall be appurtenant to and run with the properties described herein and shall benefit and obligate all subsequent owners of Grantor's Property and Grantee's Property.

G. No Association Privileges. Nothing in this Easement Agreement gives Grantee any membership in the Association or any privilege to use Association amenities, except for use of streets and gates and described herein.

H. Grantor's Obligation. Nothing herein shall obligate Grantor to develop Grantor's Property or to build any of the streets or gates contemplated herein.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date here above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company

By: _____
Name: Theresa O. Frankiewicz
Its: Authorized Representative

GRANTEE:

BENJAMIN B. BOLES AND CAROL BOLES, TRUSTEES OF THE BENJAMIN AND CAROL BOLES LIVING FAMILY TRUST, ACCORDING TO THAT CERTAIN DECLARATION OF TRUST DATED JUNE 22, 1999

_____ trustee
By: Benjamin B. Boles

_____ trustee
By: Carol Boles

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 30th day of November, 2006, by Theresa O. Frankiewicz, the Authorized Representative of McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
DEBORAH D. LEASE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 1, 2008

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 27 day of November, 2006, by Benjamin B. Boles and Carol Boles.

Notary Public

My Commission Expires:
Sept 26, 2009

EXHIBIT A
Legal Description of Grantor's Property

Tracts A, Sereno Canyon, according to plat recorded at Book 910, Page 16, Official Records, Maricopa County, Arizona

EXHIBIT B
Legal Description of Grantee's Property

The North half of the South half of the West half of the West half of Parcel 14, GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1, according to the plat of record in the Maricopa County Recorder in Book 191 of Maps, page 26.

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070470892 04/23/2007 04:34
ELECTRONIC RECORDING

4230701-6-8-3--
Garciac

When recorded, return to:
Theresa Frankiewicz
Crown Community Development
3600 Thayer Court, Suite 100
Aurora, IL 60504

COURTESY RECORDING
NO TITLE LIABILITY

3/8

04230701

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made by and between MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company ("Grantor") and I. JACK FISHER, a married man dealing with his sole and separate property, also known as IRVIN JACK FISHER ("Grantee"), with respect to the following facts:

RECITALS

Whereas, Grantor is the owner of the real property described on Exhibit A attached hereto ("Grantor's Property");

Whereas, Grantee is the owner of the real property adjacent to Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property");

Whereas, Grantor intends to install a system of private, gated streets on Grantor's Property and to deed Grantor's Property to a property owners' association which will own and maintain the gates and streets (the "Association");

Whereas, Grantee desires access across such private streets in order to travel from Grantee's Property to public streets;

Whereas, Grantor desires to grant to Grantee a non-exclusive easement for vehicular ingress and egress over Grantor's Property; and

Whereas, Grantee desires to accept the grant of non-exclusive easement according to the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ingress and Egress. Grantor hereby grants to Grantee a non-exclusive easement over Grantor's Property for the purpose of ingress and egress of personal passenger vehicles from Grantee's Property to public streets. Service, delivery and emergency vehicles traveling to a residence may occasionally, and on an as-needed basis, utilize Grantor's Property. The easement granted herein is for

the benefit of residential property only, and Grantor's Property may not be used to access any business or commercial enterprise on Grantee's Property. Construction vehicle and semi-tractor access is also prohibited except as approved by the Association on an as-needed basis. Grantee shall comply with all rules established for use of the private streets and gates by the Association.

2. Grantee's Approval of Abandonment of Goldie Brown Easements. Grantee approves and supports Grantor's application to the City of Scottsdale to abandon all easements and dedications within Sereno Canyon which were dedicated on the Parcel Map for Goldie Brown Pinnacle Peak Ranch, Unit One, recorded July 19, 1977 in Book 191 of Maps, Page 26, Official Records, Maricopa County. Grantee, on behalf of itself and its successors and assigns, waives any right to use or enforce such easements.

3. General Provisions.

A. Duration. This Easement Agreement shall remain in full force and effect in perpetuity.

B. Modification or Termination. This Easement Agreement may only be modified or terminated, in whole or in part, with the written consent of the owners of Grantor's Property and Grantee's Property.

C. Injunctive Relief. Any owner of the properties described herein shall have the right to enjoin a violation or threatened violation of this Easement Agreement or obtain specific performance of this Easement Agreement. The Association shall also have the right to take any enforcement or penalty action against Grantee permitted by the CC&RS and other governing documents for the Association.

D. Attorneys Fees. In the event that any owner of the properties described herein brings legal proceedings to enforce any of the terms of this Easement Agreement, the successful party in such action shall be entitled to receive and shall receive from the other party or parties a reasonable sum as attorneys' fees and costs.

E. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties described herein.

F. Covenants Run With the Land. The benefits and burdens of this Easement Agreement shall be appurtenant to and run with the properties described herein and shall benefit and obligate all subsequent owners of Grantor's Property and Grantee's Property.

G. No Association Privileges. Nothing in this Easement Agreement gives Grantee any membership in the Association or any privilege to use Association amenities, except for use of streets and gates and described herein.

H. Grantor's Obligation. Nothing herein shall obligate Grantor to develop Grantor's Property or to build any of the streets or gates contemplated herein.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date here above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company

By: _____
Name: Theresa O. Frankiewicz
Its: Authorized Representative

GRANTEE:

_____
Name: I. JACK FISHER, also known as IRVIN JACK FISHER

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 30th day of November, 2006, by Theresa O. Frankiewicz, the Authorized Representative of McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
DEBORAH D. LEASE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 1, 2008

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 3RD day of NOVEMBER, 2006, by I. JACK FISHER, also known as IRVIN JACK FISHER.

Rebecca J. Brody
Notary Public

My Commission Expires:
01/15/2010

REBECCA J. BRODY
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 15, 2010

EXHIBIT A
Legal Description of Grantor's Property

Tracts A, Sereno Canyon, according to plat recorded at Book 910, Page 16, Official Records, Maricopa County, Arizona

EXHIBIT B
Legal Description of Grantee's Property

The South one half of the North half of the West half of the West half of Parcel 14, GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1, according to the plat of record in the Maricopa County Recorder in Book 191 of Maps, page 26.

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070470894 04/23/2007 04:34
ELECTRONIC RECORDING

4230701-6-8-5--
Garciac

When recorded, return to:
Theresa Frankiewicz
Crown Community Development
3600 Thayer Court, Suite 100
Aurora, IL 60504

5/8

COURTESY RECORDING
NO TITLE LIABILITY

04230701

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made by and between MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company ("Grantor") and SANDRA FISHER, a single woman dealing with her sole and separate property ("Grantee"), with respect to the following facts:

RECITALS

Whereas, Grantor is the owner of the real property described on Exhibit A attached hereto ("Grantor's Property");

Whereas, Grantee is the owner of the real property adjacent to Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property");

Whereas, Grantor intends to install a system of private, gated streets on Grantor's Property and to deed Grantor's Property to a property owners' association which will own and maintain the gates and streets (the "Association");

Whereas, Grantee desires access across such private streets in order to travel from Grantee's Property to public streets;

Whereas, Grantor desires to grant to Grantee a non-exclusive easement for vehicular ingress and egress over Grantor's Property; and

Whereas, Grantee desires to accept the grant of non-exclusive easement according to the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ingress and Egress. Grantor hereby grants to Grantee a non-exclusive easement over Grantor's Property for the purpose of ingress and egress of personal passenger vehicles from Grantee's Property to public streets. Service, delivery and emergency vehicles traveling to a residence may occasionally, and on an as-needed basis, utilize Grantor's Property. The easement granted herein is for

the benefit of residential property only, and Grantor's Property may not be used to access any business or commercial enterprise on Grantee's Property. Construction vehicle and semi-tractor access is also prohibited except as approved by the Association on an as-needed basis. Grantee shall comply with all rules established for use of the private streets and gates by the Association.

2. Grantee's Approval of Abandonment of Goldie Brown Easements. Grantee approves and supports Grantor's application to the City of Scottsdale to abandon all easements and dedications within Sereno Canyon which were dedicated on the Parcel Map for Goldie Brown Pinnacle Peak Ranch, Unit One, recorded July 19, 1977 in Book 191 of Maps, Page 26, Official Records, Maricopa County. Grantee, on behalf of itself and its successors and assigns, waives any right to use or enforce such easements.

3. General Provisions.

A. Duration. This Easement Agreement shall remain in full force and effect in perpetuity.

B. Modification or Termination. This Easement Agreement may only be modified or terminated, in whole or in part, with the written consent of the owners of Grantor's Property and Grantee's Property.

C. Injunctive Relief. Any owner of the properties described herein shall have the right to enjoin a violation or threatened violation of this Easement Agreement or obtain specific performance of this Easement Agreement. The Association shall also have the right to take any enforcement or penalty action against Grantee permitted by the CC&RS and other governing documents for the Association.

D. Attorneys Fees. In the event that any owner of the properties described herein brings legal proceedings to enforce any of the terms of this Easement Agreement, the successful party in such action shall be entitled to receive and shall receive from the other party or parties a reasonable sum as attorneys' fees and costs.

E. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties described herein.

F. Covenants Run With the Land. The benefits and burdens of this Easement Agreement shall be appurtenant to and run with the properties described herein and shall benefit and obligate all subsequent owners of Grantor's Property and Grantee's Property.

G. No Association Privileges. Nothing in this Easement Agreement gives Grantee any membership in the Association or any privilege to use Association amenities, except for use of streets and gates and described herein.

H. Grantor's Obligation. Nothing herein shall obligate Grantor to develop Grantor's Property or to build any of the streets or gates contemplated herein.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date here above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company

By: _____
Name: Theresa O. Frankiewicz
Its: Authorized Representative

GRANTEE:

_____
Name: SANDRA FISHER, a single woman dealing with her sole and separate property

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 30th day of November, 2006, by Theresa O. Frankiewicz, the Authorized Representative of McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company, on behalf of the company.

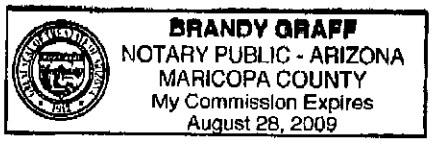
_____
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
DEBORAH D. LEASE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 1, 2008

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged and executed before me this 20 day of November, 2006, by SANDRA FISHER.

Brandy Graff
Notary Public

My Commission Expires:
8/28/2009

EXHIBIT A
Legal Description of Grantor's Property

Tracts A, Sereno Canyon, according to plat recorded at Book 910, Page 16, Official Records, Maricopa County, Arizona

EXHIBIT B
Legal Description of Grantee's Property

The North half of the West half of the West half of Parcel 14, GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1, according to the plat of record in the Maricopa County Recorder in Book 191 of Maps, page 26.

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070470896 04/23/2007 04:34
ELECTRONIC RECORDING

4230701-6-8-7--
Garciac

When recorded, return to:
Theresa Frankiewicz
Crown Community Development
3600 Thayer Court, Suite 100
Aurora, IL 60504

7/8

04230701

COURTESY RECORDING
NO TITLE LIABILITY

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made by and between MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company ("Grantor") and HARRY E. NADIN AND PEGGY J. NADIN, husband and wife, ("Grantee"), with respect to the following facts:

RECITALS

Whereas, Grantor is the owner of the real property described on Exhibit A attached hereto ("Grantor's Property");

Whereas, Grantee is the owner of the real property adjacent to Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property");

Whereas, Grantor intends to install a system of private, gated streets on Grantor's Property and to deed Grantor's Property to a property owners' association which will own and maintain the gates and streets (the "Association");

Whereas, Grantee desires access across such private streets in order to travel from Grantee's Property to public streets;

Whereas, Grantor desires to grant to Grantee a non-exclusive easement for vehicular ingress and egress over Grantor's Property; and

Whereas, Grantee desires to accept the grant of non-exclusive easement according to the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ingress and Egress. Grantor hereby grants to Grantee a non-exclusive easement over Grantor's Property for the purpose of ingress and egress of personal passenger vehicles from Grantee's Property to public streets. Service, delivery and emergency vehicles traveling to a residence may occasionally, and on an as-needed basis, utilize Grantor's Property. The easement granted herein is for

the benefit of residential property only, and Grantor's Property may not be used to access any business or commercial enterprise on Grantee's Property. Construction vehicle and semi-tractor access is also prohibited except as approved by the Association on an as-needed basis. Grantee shall comply with all rules established for use of the private streets and gates by the Association.

2. Grantee's Approval of Abandonment of Goldie Brown Easements. Grantee approves and supports Grantor's application to the City of Scottsdale to abandon all easements and dedications within Sereno Canyon which were dedicated on the Parcel Map for Goldie Brown Pinnacle Peak Ranch, Unit One, recorded July 19, 1977 in Book 191 of Maps, Page 26, Official Records, Maricopa County. Grantee, on behalf of itself and its successors and assigns, waives any right to use or enforce such easements.

3. General Provisions.

A. Duration. This Easement Agreement shall remain in full force and effect in perpetuity.

B. Modification or Termination. This Easement Agreement may only be modified or terminated, in whole or in part, with the written consent of the owners of Grantor's Property and Grantee's Property.

C. Injunctive Relief. Any owner of the properties described herein shall have the right to enjoin a violation or threatened violation of this Easement Agreement or obtain specific performance of this Easement Agreement. The Association shall also have the right to take any enforcement or penalty action against Grantee permitted by the CC&RS and other governing documents for the Association.

D. Attorneys Fees. In the event that any owner of the properties described herein brings legal proceedings to enforce any of the terms of this Easement Agreement, the successful party in such action shall be entitled to receive and shall receive from the other party or parties a reasonable sum as attorneys' fees and costs.

E. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties described herein.

F. Covenants Run With the Land. The benefits and burdens of this Easement Agreement shall be appurtenant to and run with the properties described herein and shall benefit and obligate all subsequent owners of Grantor's Property and Grantee's Property.

G. No Association Privileges. Nothing in this Easement Agreement gives Grantee any membership in the Association or any privilege to use Association amenities, except for use of streets and gates and described herein.

H. Grantor's Obligation. Nothing herein shall obligate Grantor to develop Grantor's Property or to build any of the streets or gates contemplated herein.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date here above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company

By: _____
Name: Theresa O. Frankiewicz
Its: Authorized Representative

GRANTEE:

_____
Name: Peggy J. Nadin

_____
Name: Harry E. Nadin

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 30th day of November, 2006, by Theresa O. Frankiewicz, the Authorized Representative of McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
DEBORAH D. LEASE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires March 1, 2008

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 30 day of Oct, 2006, by Harry E. Nadin and Peggy J. Nadin.

Sandra Holland
Notary Public

My Commission Expires:
July 22, 2007

SANDRA HOLLAND
Notary Public - Arizona
Maricopa County
My Commission Expires
July 22, 2007

EXHIBIT A
Legal Description of Grantor's Property

Tracts A, Sereno Canyon, according to plat recorded at Book 910, Page 16, Official Records, Maricopa County, Arizona

EXHIBIT B
Legal Description of Grantee's Property

The South half of the South half of the West half of the West half of Parcel 14, GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1, according to the plat of record in the Maricopa County Recorder in Book 191 of Maps, page 26.

CHICAGO TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070639965 06/01/2007 04:37
ELECTRONIC RECORDING

02700613B-22-2-2--
Gonzalesj

When recorded, return to:
Theresa Frankiewicz
Crown Community Development
3600 Thayer Court, Suite 100
Aurora, IL 60504

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27006/3 · 55

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and is effective as of the 1st day of May, 2007 (the "Effective Date") by and between MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company ("Grantor") and HHL PROPERTIES LIMITED PARTNERSHIP, a(n)Pennsylvania limited partnership ("Grantee"), with respect to the following facts:

RECITALS

Whereas, Grantor is the owner of the real property described on Exhibit A-1 (the "Phase 1 Streets");

Whereas, Grantor is also the Owner of the real property described on Exhibit A-2 (the "Future Phase Property"). Grantor intends to plat the Future Phase Property and as part of such platting to designate certain streets within the Future Phase Property (the "Future Phase Streets" and together with the Phase 1 Streets, the "Easement Area");

Whereas, Grantee is the owner of the real property adjacent to the Future Phase Property and described on Exhibit B attached hereto ("Grantee's Property");

Whereas, Grantor intends to install a system of private, gated streets on the Easement Area and to deed the Easement Property to a property owners association which will own and maintain the gates and streets constructed thereon (the "Association");

Whereas, Grantee desires access across the private streets constructed on the Easement Area in order to travel to and from Grantee's Property to publicly dedicated streets;

Whereas, Grantor desires to grant to Grantee a non-exclusive easement for vehicular ingress and egress over Easement Property; and

Whereas, Grantee desires to accept the grant of non-exclusive easement according to the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Future Phase Streets. Grantor shall have the right to record one or more plats for the Future Phase Property that, among other things, designate the location of the private streets that will serve the Future Phase Property and Grantee's Property.

(a) Connecting Parcel. If the Future Phase Streets do not provide direct access to the Grantee's Property, Grantor will designate a portion of the Future Phase Property to connect the Grantee's Property to the Future Phase Streets (the "Connecting Parcel"), and any Connecting Parcel will constitute a portion of the Easement Area. The Connecting Parcel shall provide access to Grantee's Property at some point on the eastern boundary of Grantee's Property within the area indicated as the "ACCESS ROAD OPENING" (the "Access Road Opening") indicated on the attached Exhibit C. The configuration, size and location of the Connecting Parcel shall be sufficient to permit a private roadway right-of-way of up to forty (40) feet in width from Grantee's Property to connect to the Future Phase Streets in compliance with applicable City of Scottsdale requirements. Grantor agrees to include Future Phase Streets up to the Access Road Opening in Grantor's next plat submittal. Provided Grantor obtains all required governmental and third party approvals and permits (collectively, the "Approvals") and such Approvals do not require platting of any Future Phase Streets other than platting of the roadway up to the Access Road Opening, Grantor shall provide a "bladed", rough grade and unpaved road passable by four wheel drive vehicles to the Access Road Opening (the "Dirt Road") by the later to occur of (i) thirty (30) days following Grantor obtaining the Approvals or (ii) November 30, 2007 (the "Rough Connection Date"). Grantor and Grantee acknowledge that the Dirt Road may not be passable by all street vehicles. If Grantor fails to provide the Dirt Road within ninety (90) days of the Rough Connection Date, Grantor agrees to pay to Grantee liquidated damages as set forth in Section 1(e). Grantor shall construct roadways granting access to Grantee's Property or to the designated Access Road Opening by December 31, 2009 (the "Connection Date"). The Rough Connection Date and the Connection Date shall be extended one day for each day of prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inclement weather (including rain) inability to obtain labor or materials or reasonable substitutes therefor, fire or other casualty, delays in obtaining required governmental approvals and other causes beyond the reasonable control of Grantor.

(b) Connecting Parcel Construction. Should Grantee desire to connect Grantee's Property to the Future Phase Streets over the Connecting Parcel, Grantee shall provide written notice to Grantor and the Association. Grantor shall provide or cause the Association to provide a temporary construction easement (the "TCE") on, over, through, under and across the Connecting Parcel for the construction of roadway improvements and connection to utilities. The terms and conditions of the TCE shall provide:

(i) The term of the TCE shall not exceed twelve (12) months.

(ii) The TCE easement area shall include the Connecting Parcel roadway, not to exceed forty (40) feet in width, and a construction staging area, not to exceed twenty (20) feet in width, adjacent to and on each side of the Connecting Parcel roadway. The TCE easement areas shall run from the eastern boundary of Grantee's Property to the Future Phase Streets.

(iii) Grantee shall conduct its construction and installation activities in a manner that will minimize interference with use of the Easement Area. Grantee agrees to restore any damage to the Easement Area or Future Phase Property resulting from Grantee's use of the TCE easement area to substantially the same condition that existed immediately prior to such use.

(iv) Grantee shall carry commercial general liability insurance commercial general liability insurance, in an amount not less than $1,000,000.00, with financially responsible insurance companies, against claims for bodily injury or death and property damage occasioned by accidents occurring upon or in connection with Grantee's or its permittees' use of the Connecting Parcel. Such policy shall name Grantor and the Association as additional insureds.

(v) Grantee shall keep the Easement Area free and clear of all mechanic's and materialmen's liens or other lien, charge or order for the payment of money (collectively, "**Liens**") related to Grantee's improvements. If, because of any act or omission (or alleged act or omission) of Grantee, any Lien shall be filed or recorded against all or any portion of the Easement Area, Grantee shall, at its own expense, cause the same to be canceled or discharged of record within thirty (30) days after Grantee shall have received written notice of the filing thereof, or Grantee, within such thirty (30) day period, may furnish to Grantor and the Association, a bond against the Lien, in which case Grantee shall have the right to contest, in good faith, the validity or amount thereof. Grantee shall indemnify, protect, defend and hold harmless Grantor and the Association, their shareholders, members, partners, affiliates, employees and officers for, from and against any and all liabilities, claims, damages, losses, fines, penalties, costs, causes of action, suits, judgments and expenses (including court costs, attorney fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, occurring or resulting from any such Liens.

(c) Easement Area Limitations. Upon recordation of the plat for the Future Phase Property, this Easement Agreement shall automatically terminate as to all of the Future Phase Property other than the Future Phase Streets and, if applicable, the Connecting Parcel.

(d) Grantor Obligations. Grantor shall have no other obligation to pave or otherwise improve the Connecting Parcel.

(e) Liquidated Damages. If Grantor fails to provide the Dirt Road on or prior to the ninetieth (90th) day following the Rough Connection Date, Grantor shall pay to Grantee the sum of Five Thousand and No/100 Dollars ($5,000.00) for each subsequent thirty (30) day period thereafter as liquidated damages until Grantor provides the Dirt Road. If Grantor fails to provide the Dirt Road on or before the two hundred seventieth (270th) day following the Rough Connection Date, the liquidated damages amount shall be increased to Seven Thousand Five Hundred and No/100 Dollars ($7,500.00) for each subsequent thirty (30) day period commencing on the date that is two hundred seventy-one (271) days following the Rough Connection Date until Grantor provides the Dirt Road. If Grantor fails to provide the Dirt Road before the one (1) year and three (3) month anniversary of the Rough Connection Date, the liquidated damages amount shall be increased to Ten Thousand and No/100 Dollars ($10,000.00) for each seven (7) day period commencing on the one (1) year and three (3) month anniversary of the Rough Connection Date until Grantor provides the Dirt Road. Grantor and Grantee agree that the exact amount of damages to Grantee would be extremely difficult to estimate and that the liquidated damages constitute a reasonable and fair approximation of such damages.

2. Ingress and Egress.

(a) Grantor hereby grants to Grantee a non-exclusive easement over the Easement Area for the purpose of ingress and egress of personal passenger and emergency vehicles to and from Grantee's Property to public streets. Grantor hereby grants to Grantee a non-exclusive easement over the Easement Area for the purpose of ingress and egress of service, delivery and construction vehicles to and from Grantee's Property to public streets. The easements granted herein are for the benefit of residential property only, and the Easement Area may not be used to access any business or commercial enterprise on Grantee's Property.

(b) Grantee shall not use the Easement Area or permit the use of the Easement Area by service, delivery or construction vehicles traveling to or from Grantee's Property in a manner that constitutes a nuisance. Within fifteen (15) days of Grantor's or the Association's written notice containing a reimbursement amount and evidence of reimbursable costs, Grantee shall reimburse Grantor and/or the Association for their reasonable and actual out-of-pocket costs for damage caused to the Easement Area by service, delivery or construction vehicles traveling to or from Grantee's Property. Grantee shall indemnify, protect, defend and hold harmless Grantor and the Association, their shareholders, members, partners, affiliates, employees and officers for, from and against any and all liabilities, claims, damages, losses, fines, penalties, costs, causes of action, suits, judgments and expenses (including court costs, attorney fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, occurring or resulting from any such damage.

(c) Grantee shall comply with all rules established for use of the private streets and gates by the Association. Without limiting the foregoing, Grantor may require that Grantee comply with any applicable construction guidelines adopted pursuant to any declaration of covenants, conditions and restrictions applicable to the Phase 1 Streets or Future Phase Streets so long as such guidelines also apply to residential owners of the Future Phase Property. Grantee and the Association shall have the right to install and maintained controlled access devices restricting access to the Easement Areas, including, without limitation, guard gates, key code entry and pass cards. Grantee will comply with any rules related to such controlled entry.

3. Utilities. Provided that Grantee obtains required approvals from applicable utility providers, Grantee shall be permitted to connect to existing utilities in the Easement Area. There will be no representation or warranty by Grantor or the Association with respect to the nature, capacity or adequacy of such utilities. Grantor or the Association, as applicable and at Grantee's cost and expense, shall cooperate with Grantee's application for utility easements.

4. Relocation. Grantor or the Association, at their sole cost and expense, will have the unilateral right to relocate the Easement Area (excluding the Connecting Parcel) from time to time by recordation of an amendment to this Easement Agreement so long as (i) Grantor is provided with uninterrupted access to Grantee's Property over completed, paved streets and (ii) if improvements have been constructed prior to such relocation, any cost to relocate the improvements shall be borne by Grantor.

5. Walls and Fences. Grantor and Grantee hereby agree that any wall or fence constructed on or about the boundary of the Future Phase Property and Grantee's Property and

which serves to divide such properties shall comply with the requirements set forth on Exhibit D attached hereto.

6. Grantee's Approval of Abandonment of Goldie Brown Easements. Grantee approves and supports Grantor's application to the City of Scottsdale to abandon all easements and dedications within Sereno Canyon which were dedicated on the Parcel Map for Goldie Brown Pinnacle Peak Ranch, Unit One, recorded July 19, 1977 in Book 191 of Maps, Page 26, Official Records, Maricopa County. Grantee, on behalf of itself and its successors and assigns, waives any right to use or enforce such easements. Grantee shall execute such additional documents as may be required to evidence the abandonment of such easements.

7. General Provisions.

(a) Duration. This Easement Agreement shall remain in full force and effect in perpetuity.

(b) Modification or Termination. This Easement Agreement may only be modified or terminated, in whole or in part, with the written consent of the owners of the Easement Property and Grantee's Property; provided that (i) following the recordation of a plat subdividing the Grantee's Property into residential lots, the Easement Agreement may be amended by the owner of the Easement Area and the owners of at least 51% of the area of the residential lots in the Grantee's Property and (ii) following any public roadway providing access to Grantee's Property where Grantee has elected to connect to such public roadway and all residential lots on Grantee's Property have access to such public roadway, this Easement Agreement may be terminated at the request of Grantor or the Association. Grantee may elect not to connect to such public roadway even if it becomes available for such connection.

(c) Injunctive Relief. Any owner of the properties described herein shall have the right to enjoin a violation or threatened violation of this Easement Agreement or obtain specific performance of this Easement Agreement. The Association shall also have the right to take any enforcement or penalty action against Grantee permitted by the Covenants, Conditions and Restrictions and other governing documents for the Association, so long as such provisions apply equally to the owners of Grantee's Property and the other parties using the Easement Areas.

(d) Attorneys Fees. If any owner of the properties described herein brings legal proceedings to enforce any of the terms of this Easement Agreement, the successful party in such action shall be entitled to receive and shall receive from the other party or parties a reasonable sum as attorneys' fees and costs.

(e) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties described herein.

(f) Covenants Run With the Land. The benefits and burdens of this Easement Agreement shall be appurtenant to and run with the properties described herein and shall benefit and obligate all subsequent owners of the Easement Area and Grantee's Property.

(g) No Association Privileges. Nothing in this Easement Agreement gives Grantee any membership in the Association or any privilege to use Association amenities, except for use of streets and gates and described herein.

(h) Grantor's Obligation. Nothing herein shall obligate Grantor to develop Grantor's Property or to build any of the streets or gates contemplated herein.

(i) Notices. All notices or other communications required to be provided shall be in writing and shall be sent by United States Postal Services, postage prepaid, certified, return receipt requested, and any notice shall be deemed to have been given three (3) business days following deposit with the United States Postal Service if addressed as follows:

Grantor: Theresa Frankiewicz
Crown Community Development
1751A West Diehl Road
Naperville, IL 60563

With a copy to: Jody K. Pokorski
Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 85004

Grantee: Michael Katch
HHL Properties Limited Partnership
1900 Murray Avenue
Pittsburgh, Pennsylvania 15217

With a copy to: Charlie M. King
Fennemore Craig P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

Any address or name specified above may be changed by written notice given to all parties, and by causing a Notice of Change of Address referencing the recording number of this Easement Agreement to be recorded in the official records of Maricopa County, Arizona. Unless and until a Notice of Change of Address is so provided and recorded, any notice sent to the addresses set forth above, or the most current recorded Notice of Change of Address, shall be deemed binding on the parties. The inability to deliver any notice because of a change of address for which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of notice as of the date of such inability to deliver or rejection or refusal to accept. Each party may by written notice to the others (given in the manner specified above) specify a different address for subsequent notice purposes. Notice is effective on the date of actual receipt or three (3) days after the date of mailing, whichever is earlier.

(j) Interest. All sums to be paid under this Easement Agreement not paid within the time period specified for payment shall accrue interest at the rate of fifteen percent (15%) per annum.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date here above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company

By: Henry Crown and Company, a Delaware corporation, its Manager

By: _____
Name: Theresa O. Frankiewicz
Its: Authorized Representative

GRANTEE:

HHL PROPERTIES LIMITED PARTNERSHIP, a(n) _____ limited partnership

By: _____
Name: _____
Its: General Partner

(j) Interest. All sums to be paid under this Easement Agreement not paid within the time period specified for payment shall accrue interest at the rate of fifteen percent (15%) per annum.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date here above written.

GRANTOR:

MCDOWELL MOUNTAIN BACK BOWL, L.L.C., an Illinois limited liability company

By: Henry Crown and Company, a Delaware corporation, its Manager

By: _____
Name: Theresa O. Frankiewicz
Its: Authorized Representative

GRANTEE:

HHL PROPERTIES LIMITED PARTNERSHIP, a(n) Pennsylvania limited partnership

By: Barbara Katch
Name: Barbara Katch
Its: General Partner

STATE OF Illinois)
) ss.
County of DuPage)

This instrument was acknowledged and executed before me this 27th day of April, 2007, by Theresa O. Frankiewicz, the Authorized Representative of: Henry Crown and Company, a Delaware corporation, the Manager McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company, on behalf of the company.

Linda Mendrala
Notary Public

My Commission Expires:
12/03/07

Official Seal
Linda Mendrala
Notary Public State of Illinois
My Commission Expires 12/03/07

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this _____ day of _____, 2007, by _____, the General Partner of HHL Properties Limited Partnership, a(n) _____ limited partnership, on behalf of the partnership.

_____
Notary Public

My Commission Expires:

_____

STATE OF_____)
) ss.
County of_____)

This instrument was acknowledged and executed before me this _____ day of _____, 2007, by Theresa O. Frankiewicz, the Authorized Representative of: Henry Crown and Company, a Delaware corporation, the Manager McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

STATE OF ~~ARIZONA~~ Pennsylvania)
) ss.
County of ~~Maricopa~~ Allegheny)

This instrument was acknowledged and executed before me this 29th day of March, 2007, by Barbara Katch, the General Partner of HHL Properties Limited Partnership, a(n) _____ limited partnership, on behalf of the partnership.

Kianna Herriott
Notary Public

My Commission Expires:
May 31, 2010

NOTARIAL SEAL
KIANNA HERRIOTT
Notary Public
CITY OF PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires May 31, 2010

EXHIBIT A-1
Phase 1 Streets

Tract A of that certain Final Plat for Sereno Canyon Phase 1 recorded as Document Number 2007-0370697 in Book 910, Page 16 in the Official Records of Maricopa, County, Arizona.

EXHIBIT A-2
Legal Description of Future Property

[See Attached]

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

November 3, 2006
WP# 042054.18

See Exhibit "A"

PARCEL DESCRIPTION
Proposed Sereno Canyon
Phase 2

A portion of Parcel 6 and 7 and all of Parcel 3 of Goldie Brown Pinnacle Peak Ranch: Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 11, a General Land Office (G.L.O.) brass cap, from which the southwest corner of said section, a G.L.O. brass cap bears South 89°53'42" West (basis of bearing), a distance of 2638.72 feet, said south quarter corner being the **POINT OF BEGINNING**;
THENCE along the south line of said section, South 89°53'42" West, a distance of 1319.34 feet, to the southwest corner of said Parcel 3;
THENCE leaving said south line, along the west line of said Parcel 3, North 00°01'09" West, a distance of 1320.71 feet, to the northwest corner of said Parcel 3, being also the southwest corner of said Parcel 6;
THENCE leaving said west line, along the west line of said Parcel 6, North 00°03'45" West, a distance of 1094.76 feet;
THENCE leaving said west line, North 89°56'15" East, a distance of 25.00 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said curve, having a radius of 17.00 feet, concave southeasterly, whose radius bears North 89°56'15" East, through a central angle of 89°59'59", a distance of 26.70 feet, to the curve's end;
THENCE North 89°56'14" East, a distance of 8.19 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 171.00 feet, concave southerly, through a central angle of 42°01'21", a distance of 125.42 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 159.00 feet, concave northerly, through a central angle of 43°15'44", a distance of 120.06 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 492.00 feet, concave southerly, through a central angle of 14°01'13", a distance of 120.39 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 531.00 feet, concave northerly, through a central angle of 14°44'59", a distance of 136.70 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 569.00 feet, concave southerly, through a central angle of 37°19'08", a distance of 370.61 feet, to a point of reverse curvature;
THENCE easterly along said curve, having a radius of 231.00 feet, concave northerly, through a central angle of 67°55'16", a distance of 273.84 feet, to the curve's end;
THENCE North 57°21'59" East, a distance of 117.13 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 17.00 feet, concave southerly, through a central angle of 84°39'42", a distance of 25.12 feet, to a point of compound curvature;

THENCE southeasterly along said curve, having a radius of 481.50 feet, concave northeasterly, through a central angle of 00°40'28", a distance of 5.67 feet, to the curve's end;
THENCE South 38°38'48" East, a distance of 94.32 feet, to the beginning of a curve;
THENCE southeasterly along said curve, having a radius of 236.50 feet, concave northeasterly, through a central angle of 30°04'33", a distance of 124.14 feet, to a point of reverse curvature;
THENCE southeasterly along said curve, having a radius of 291.50 feet, concave southwesterly, through a central angle of 27°32'25", a distance of 140.11 feet,
to a point of compound curvature;
THENCE southeasterly along said curve, having a radius of 563.00 feet, concave southwesterly, through a central angle of 28°47'54", a distance of 282.98 feet, to a point of intersection with a non-tangent line;
THENCE North 77°36'59" East, a distance of 25.00 feet;
THENCE North 74°55'55" East, a distance of 12.01 feet;
THENCE North 77°33'46" East, a distance of 25.00 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said curve, having a radius of 17.00 feet, concave northeasterly, whose radius bears North 77°33'46" East, through a central angle of 90°18'20", a distance of 26.79 feet, to a point of intersection with a non-tangent line;
THENCE South 12°44'34" East, a distance of 20.00 feet;
THENCE South 77°15'26" West, a distance of 1.78 feet;
THENCE South 12°44'34" East, a distance of 20.00 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said curve, having a radius of 17.00 feet, concave southeasterly, whose radius bears South 12°44'34" East, through a central angle of 92°01'36", a distance of 27.30 feet, to a point of intersection with a non-tangent line;
THENCE South 75°13'50" West, a distance of 25.00 feet;
THENCE South 74°59'44" West, a distance of 15.13 feet;
THENCE South 80°05'57" West, a distance of 45.00 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said curve, having a radius of 228.00 feet, concave easterly, whose radius bears North 80°05'57" East, through a central angle of 02°13'47", a distance of 8.87 feet, to a point of intersection with a non-tangent line;
THENCE South 77°15'26" West, a distance of 96.71 feet;
THENCE South 04°33'51" West, a distance of 290.08 feet;
THENCE South 08°47'58" East, a distance of 89.69 feet, to the south line of said Parcel 7;
THENCE along said south line, South 89°51'47" West, a distance of 225.90 feet, to the southwest corner of said Parcel 7, being also the northeast corner of said Parcel 3;

THENCE leaving said south line, along the east line of said Parcel 3, South 00°02'10" East, a distance of 1321.28 feet, to the **POINT OF BEGINNING.**

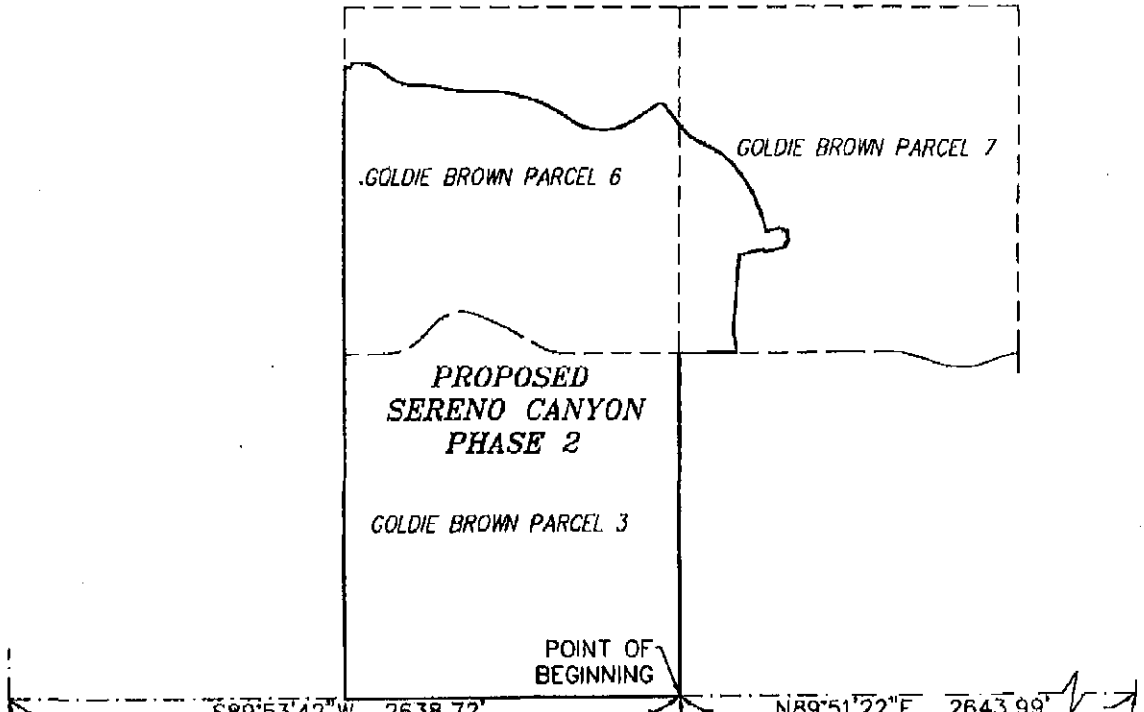
Containing 74.2578 acres, or 3,234,668 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc. (Wood/Patel), dated June 11, 2004, job number 042054.80 and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\042054.18 Proposed Sereno Canyon Phase 2.doc





GOLDIE BROWN = GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE BOOK 191, PAGE 26, M.C.R.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 11-3-06
ARIZONA, U.S.A.

N

EXHIBIT "A"

PROPOSED SERENO CANYON
PHASE 2
11-02-06
WP# 062812
PAGE 4 OF 4
NOT TO SCALE
T:\2006\062812\LEGAL\2812L01-DB\DWG\2812L01

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

November 3, 2006
WP# 042054.18

See Exhibit "A"

PARCEL DESCRIPTION
Proposed Sereno Canyon
Phase 4

All of Parcel 1, the east half of Parcel 2 and a portion of Parcel 7 of Goldie Brown Pinnacle Peak Ranch: Unit One, as shown on Final Plat recorded in Book 191, page 26, Maricopa County Records, lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 11, a ½-inch rebar with cap (illegible), bent, from which the south quarter corner of said section, a General Land Office (G.L.O.) brass cap, bears South 89°51'22" West (basis of bearing), a distance of 2643.99 feet, said southeast corner being the **POINT OF BEGINNING;**
THENCE along the south line of said section, South 89°51'22" West, a distance of 1982.99 feet, to the southwest corner of the east half of said Parcel 2;
THENCE leaving said south line, along the west line of the east half of said Parcel 2, North 00°02'28" West, a distance of 1321.20 feet, to the northwest corner of the east half of said Parcel 2, said point also being on the south line of said Parcel 7;
THENCE leaving said west line, along said south line, South 89°51'47" West, a distance of 434.98 feet;
THENCE leaving said south line, North 08°47'58" West, a distance of 89.69 feet;
THENCE North 04°33'51" East, a distance of 290.08 feet;
THENCE North 77°15'26" East, a distance of 96.71 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said curve, having a radius of 228.00 feet, concave easterly, whose radius bears North 82°19'44" East, through a central angle of 02°13'47", a distance of 8.87 feet, to a point of intersection with a non-tangent line;
THENCE North 80°05'57" East, a distance of 45.00 feet;
THENCE North 74°59'44" East, a distance of 15.13 feet;
THENCE North 75°13'50" East, a distance of 25.00 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said curve, having a radius of 393.50 feet, concave easterly, whose radius bears North 75°13'50" East, through a central angle of 15°09'59", a distance of 104.16 feet, to a point of compound curvature;
THENCE southeasterly along said curve, having a radius of 292.00 feet, concave northeasterly, through a central angle of 16°18'15", a distance of 83.09 feet, to a point of reverse curvature;
THENCE southeasterly along said curve, having a radius of 308.00 feet, concave southwesterly, through a central angle of 02°20'23", a distance of 12.58 feet, to a point of reverse curvature;
THENCE southeasterly along said curve, having a radius of 390.00 feet, concave northeasterly, through a central angle of 13°18'35", a distance of 90.60 feet, to a point of reverse curvature;

Parcel Description
Proposed Sereno Canyon
Phase 4

November 3, 2006
WP# 042054.18

See Exhibit "A"

THENCE southeasterly along said curve, having a radius of 360.00 feet, concave southwesterly, through a central angle of 06°17'24", a distance of 39.52 feet, to a point of intersection with a non-tangent line;
THENCE North 42°38'45" East, a distance of 273.39 feet;
THENCE South 71°31'24" East, a distance of 248.68 feet;
THENCE South 04°23'46" East, a distance of 257.96 feet;
THENCE North 87°26'00" East, a distance of 265.80 feet, to the east line of said Parcel 7;
THENCE along the east line of said Parcel 7, South 00°03'38" East, a distance of 32.03 feet;
THENCE South 00°02'46" East, a distance of 6.02 feet, to the southeast corner of said Parcel 7, said point being also the northwest corner of said Parcel 1 and a point of intersection with a non-tangent curve;
THENCE leaving said east line, along the north line of said Parcel 1, easterly along said curve, having a radius of 468.82 feet, concave southerly, whose radius bears South 09°20'05" East, through a central angle of 09°11'22", a distance of 75.19 feet, to the curve's end;
THENCE North 89°51'17" East, a distance of 1246.31 feet, to the northeast corner of said Parcel 1;
THENCE leaving said north line, along the east line of said section, South 00°04'54" East, a distance of 1321.15 feet, to the **POINT OF BEGINNING.**

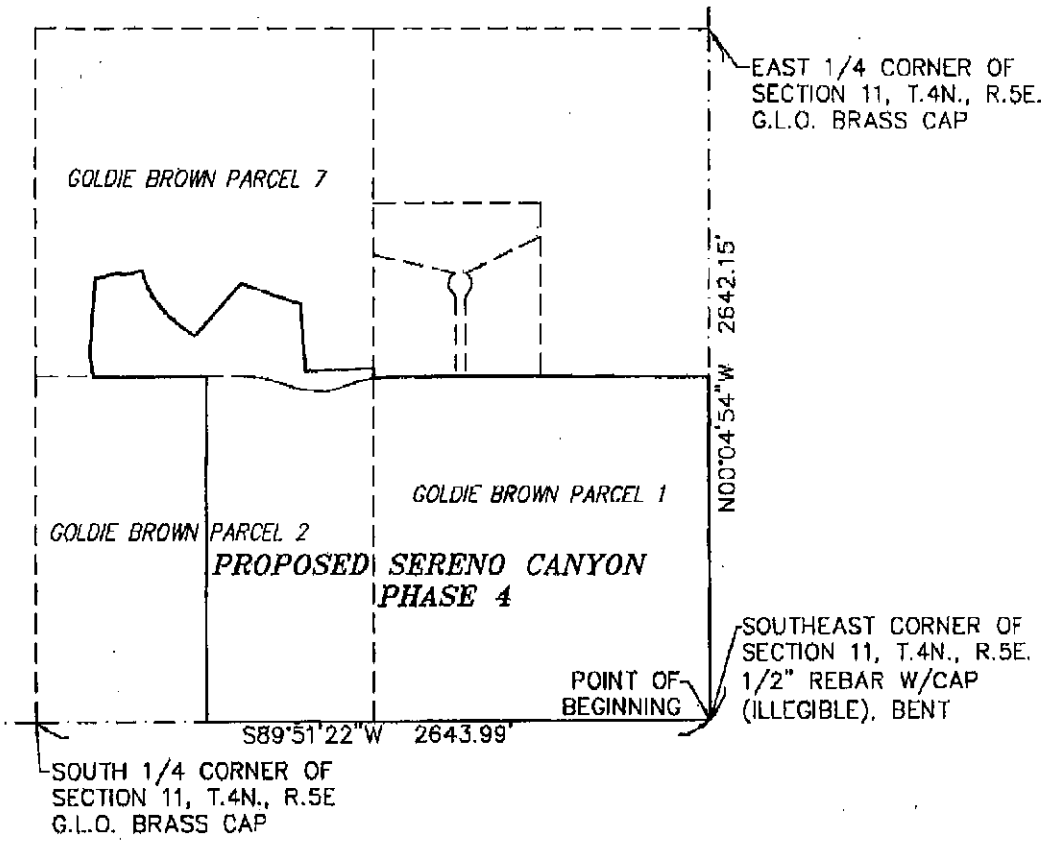
Containing 66.0381 acres, or 2,876,619 square feet of land, more or less.

Subject to existing rights-of-way and easements.

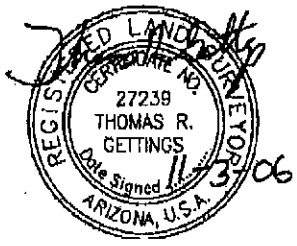
This parcel description is based on the unrecorded ALTA Survey of McDowell Mountain Back Bowl prepared by Wood, Patel & Associates, Inc. (Wood/Patel), dated June 11, 2004, job number 042054.80 and other client provided information. This parcel description is located within an area surveyed by Wood/Patel during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\042054.18 Proposed Sereno Canyon Phase 4.doc





GOLDIE BROWN = GOLDIE BROWN PINNACLE
PEAK RANCH UNIT ONE
BOOK 191, PAGE 26, M.C.R.



WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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EXHIBIT "A"

PROPOSED SERENO CANYON
PHASE 4
10-03-06
WP# 062814
PAGE 3 OF 3
NOT TO SCALE
T:\2006\062814\LEGAL\2814L01-DB\DWG\2814L01

EXHIBIT B
Legal Description of Grantee's Property

The West half of Parcel 2, GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1, according to the plat of record in the Maricopa County Recorder in Book 191 of Maps, page 26.

EXHIBIT C
Access Road Opening

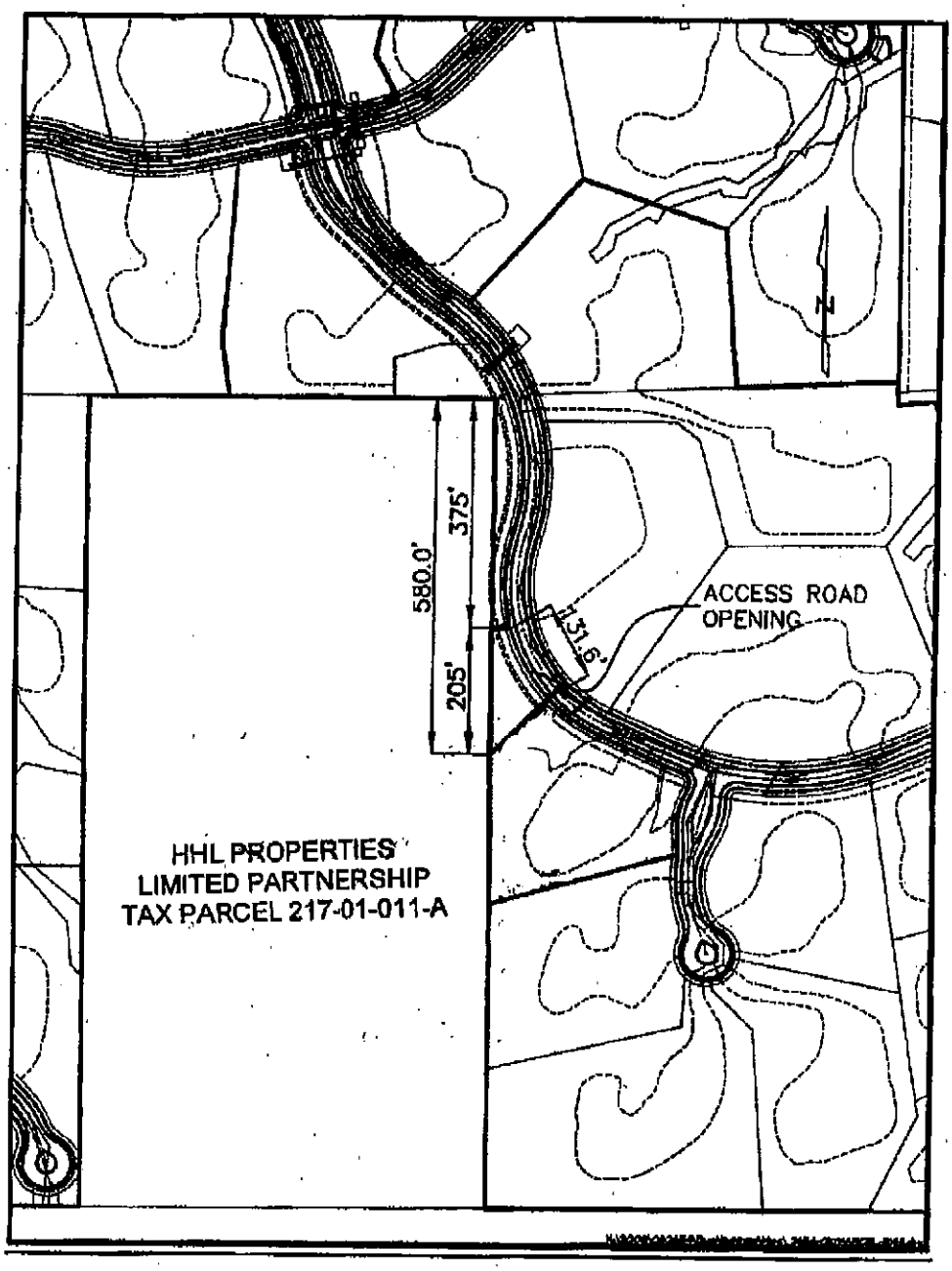


EXHIBIT D
Wall Requirements

Pursuant to the City of Scottsdale Environmentally Sensitive Lands Ordinance (ESLO), walls are not permitted along the perimeter of single-family subdivisions. Likewise, HHL and MMBB agree that no perimeter walls will be allowed along the common property line between the two parcels. However, individual privacy walls are allowed on each lot provided that they are contained within the approved building envelope for that lot. HHL and MMBB further agree to restrict the height of these privacy walls to a maximum of six (6) feet. In addition, walls must be finished with natural materials or painted stucco. Materials and colors must be compatible with the surrounding natural environment.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070780189 07/09/2007 03:39
ELECTRONIC RECORDING

16980-31-1-1--
Hoyp

RESOLUTION NO. 7190

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, ABANDONING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR 122ND STREET BETWEEN JUAN TABO ROAD AND PINNACLE PEAK ROAD AND FOR 124TH STREET BETWEEN HAPPY VALLEY ROAD AND PINNACLE PEAK ROAD AND FOR 126TH STREET BETWEEN HAPPY VALLEY ROAD AND PINNACLE PEAK ROAD AND FOR 128TH STREET BETWEEN MARIPOSA GRANDE DRIVE AND PINNACLE PEAK ROAD AND FOR HAPPY VALLEY ROAD BETWEEN 122ND PLACE AND 126TH STREET AND FOR JUAN TABO ROAD BETWEEN 122ND STREET AND 126TH STREET AND FOR ALAMEDA ROAD BETWEEN 122ND STREET AND 126TH STREET AND FOR MARIPOSA GRANDE ROAD BETWEEN 122ND STREET AND 128TH STREET AND FOR PINNACLE PEAK ROAD BETWEEN 122ND STREET AND 124TH STREET AND FOR PINNACLE PEAK ROAD BETWEEN 125TH STREET AND 128TH STREET

(27-AB-2006)

WHEREAS:

A. A.R.S. Sec. 28-7201, et seq., provide that a city may dispose of a public roadway or portion thereof that is no longer necessary for public use.

B. After notice to the public, hearings have been held before the City of Scottsdale ("City") planning commission and City Council on the proposed abandonment of that portion of the street right-of-way (the "Abandonment Right-of-way") described on Exhibit "A" attached hereto.

C. The City Council finds that the Abandonment Right-of-way is no longer necessary for public use.

D. The City Council finds that consideration and other public benefit commensurate with the value of the Abandonment Right-of-way, giving due consideration to its degree of fragmentation and marketability, will be provided to City by the owner of the abutting property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

1. Abandonment. Subject to the reservations and conditions below, City's interests comprising the Abandonment Right-of-way are hereby abandoned.

2. Reservations. All of the following interests are reserved to City and excluded from this abandonment:

2.1 Any and all interests in the Abandonment Right-of-way that this resolution or the related plat may require to be dedicated to the City.

2.2 Any N.V.A.E. or other non-vehicular access easement or covenant in favor of the City that may already have been imposed on the Abandonment Right-of-way prior to this resolution, if any.

2.3 Any N.A.O.S. or other open space or similar easement or covenant in favor of the City that may already have been imposed on the Abandonment Right-of-way prior to this resolution, if any.

2.4 An easement for all existing utilities.

2.5 Such rights and interests, if any, as are required to be reserved by A.R.S. Sec. 28-7210 and A.R.S. Sec. 28-7215.

3. Effective Date. This resolution shall not be recorded or become effective until all of the following conditions are satisfied in accordance with all applicable laws and regulations and at no expense to City:

3.1 The owner of Parcels 1, 2 (east half only), 3, 6, 7, 10, 11, 14 (excluding west half of west half) and 15 as shown on Goldie Brown Pinnacle Peak Ranch: Unit One Parcel map recorded in Book 191, page 26 of the public records of Maricopa County, Arizona (and all lenders, tenants, and other interest holders in such parcel) shall obtain City approval for and record a formal plat covering both the parcel and the Abandonment Right-of-way, shall and dedicate to City such rights-of-way and other real property interests in connection therewith as City may require, and shall create such public and private easements and other interests as City may require.

3.2 The zoning administrator executes the certificate at the bottom of this resolution indicating that the above conditions have been satisfied.

3.3 If any of the foregoing conditions are not satisfied within one year after the date of this resolution, or if this resolution is not recorded within one year after the date of this resolution, then the City Clerk shall mark this resolution to indicate that this resolution is void.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 24th day of April, 2007.

Mary Manross, Mayor

ATTEST:

By: Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

By: Deborah W. Robberson, City Attorney

CERTIFICATE

I am the zoning administrator of the City of Scottsdale. I certify that I have confirmed that the conditions started in paragraph 3 of the abandonment resolution above have been fulfilled and the resolution is ready to be recorded and become effective

DATED this 5TH day of July, 2007.

signature

FRANK GRAY

name printed

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09

See Exhibit "A-1"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

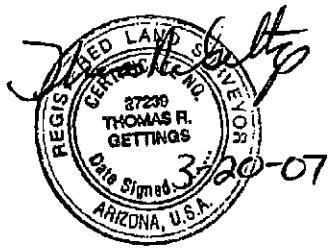
The north 55 feet of Parcels 14 and 15 said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

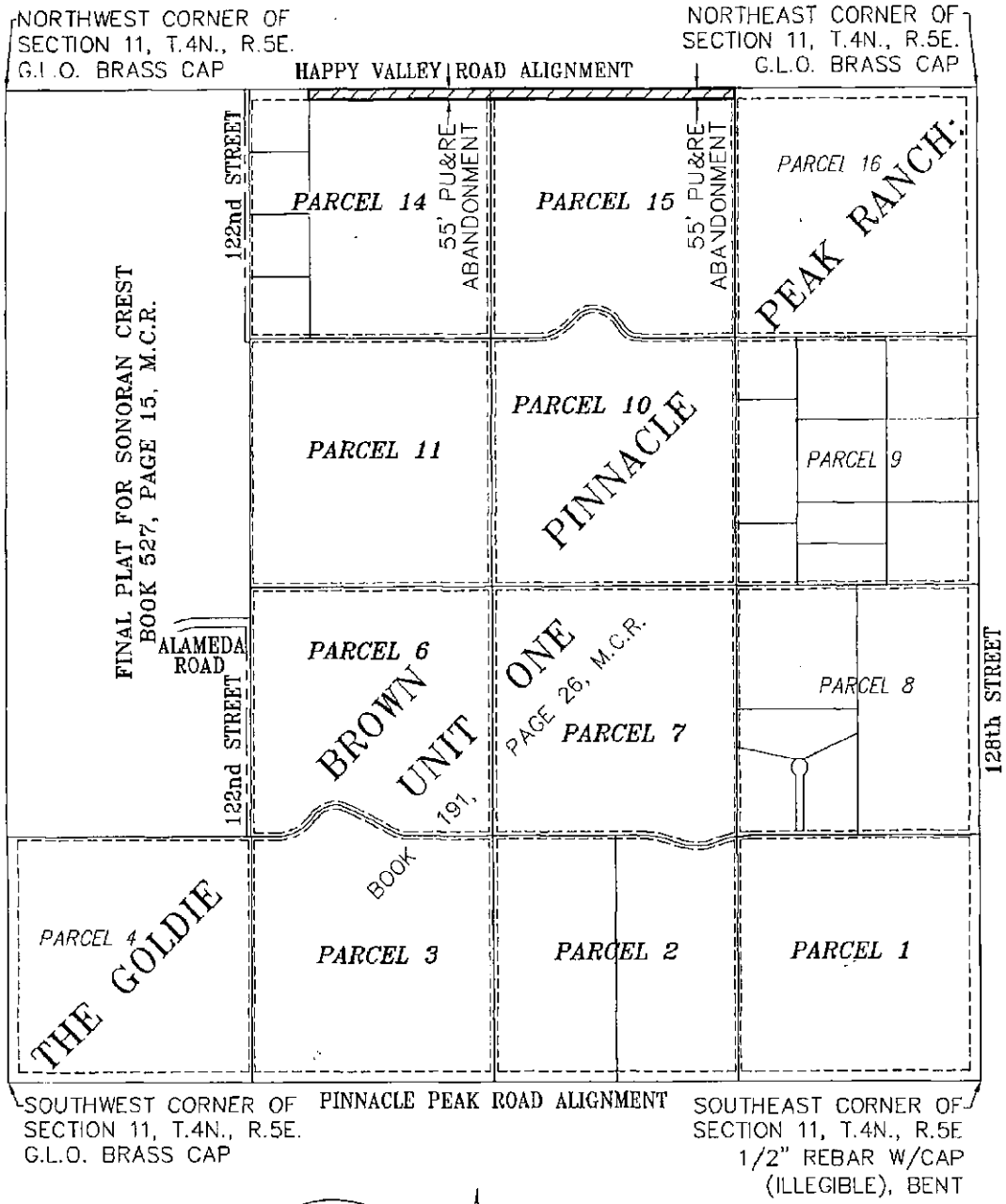
EXCEPTING THEREFROM

The west half of the west half of said Parcel 14;

Containing 2.9166 acres, or 127,045 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 3-20-07
ARIZONA, U.S.A.

N

EXHIBIT "A-1"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
NOT TO SCALE

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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Wood, Patel & Associates, Inc.
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www.woodpatel.com

Revised March 20, 2007
Revised March 1, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-2"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

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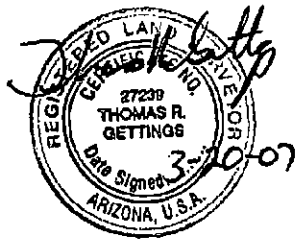
The north 20 feet of Parcel 10 and the south 20 feet of Parcel 15 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

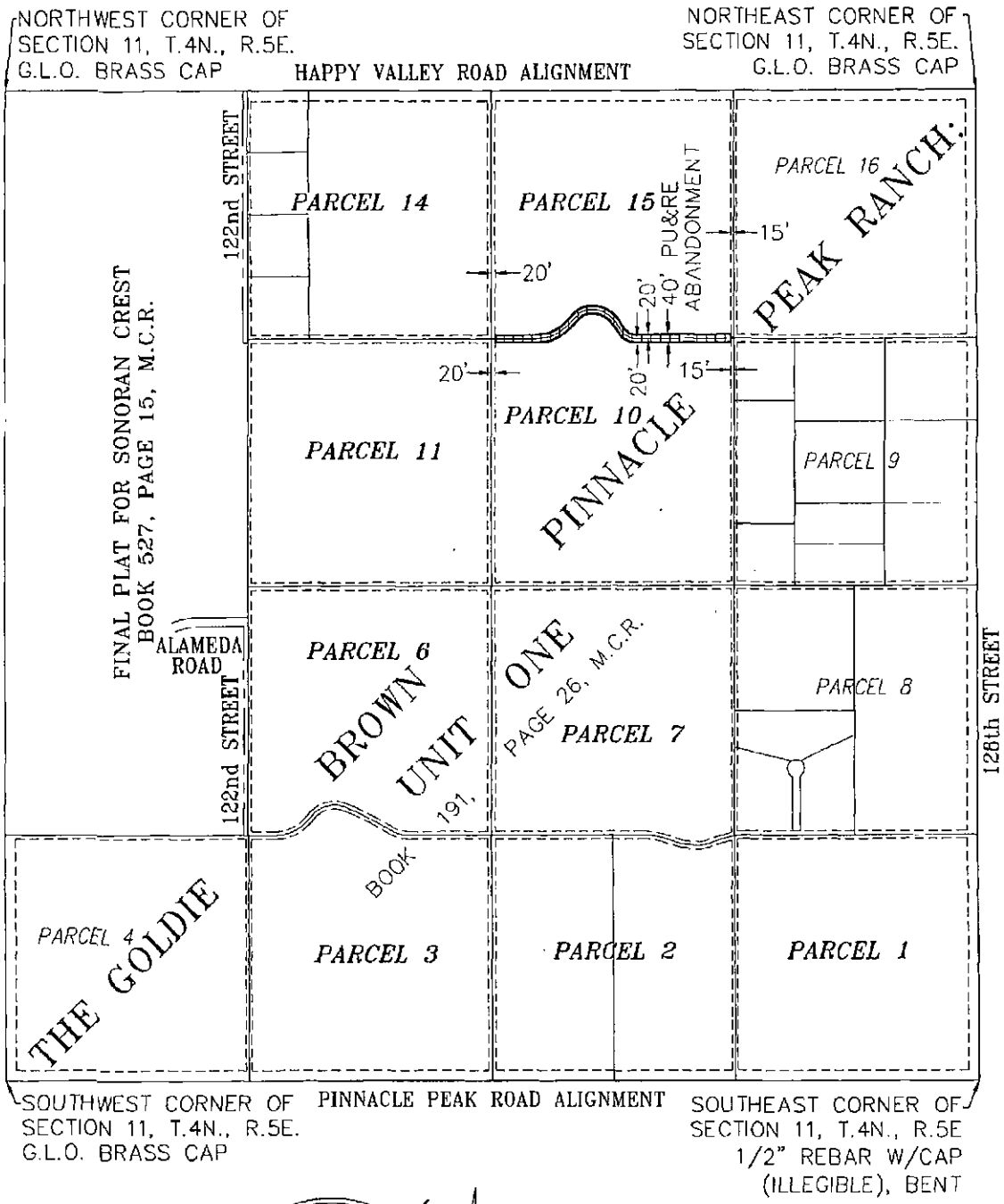
EXCEPTING THEREFROM

The east 15 feet of said Parcels 10 and 15, and the west 20 feet of said Parcels 10 and 15;

Containing 1.2791 acres, or 55,717 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 3-20-07
ARIZONA, U.S.A.

N

EXHIBIT "A-2"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY
EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
NOT TO SCALE

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-3"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

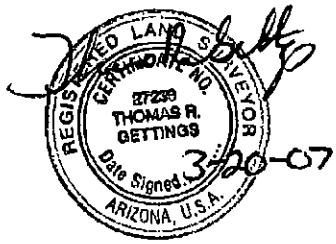
The north 20 feet of Parcel 11 and the south 20 feet of Parcel 14 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

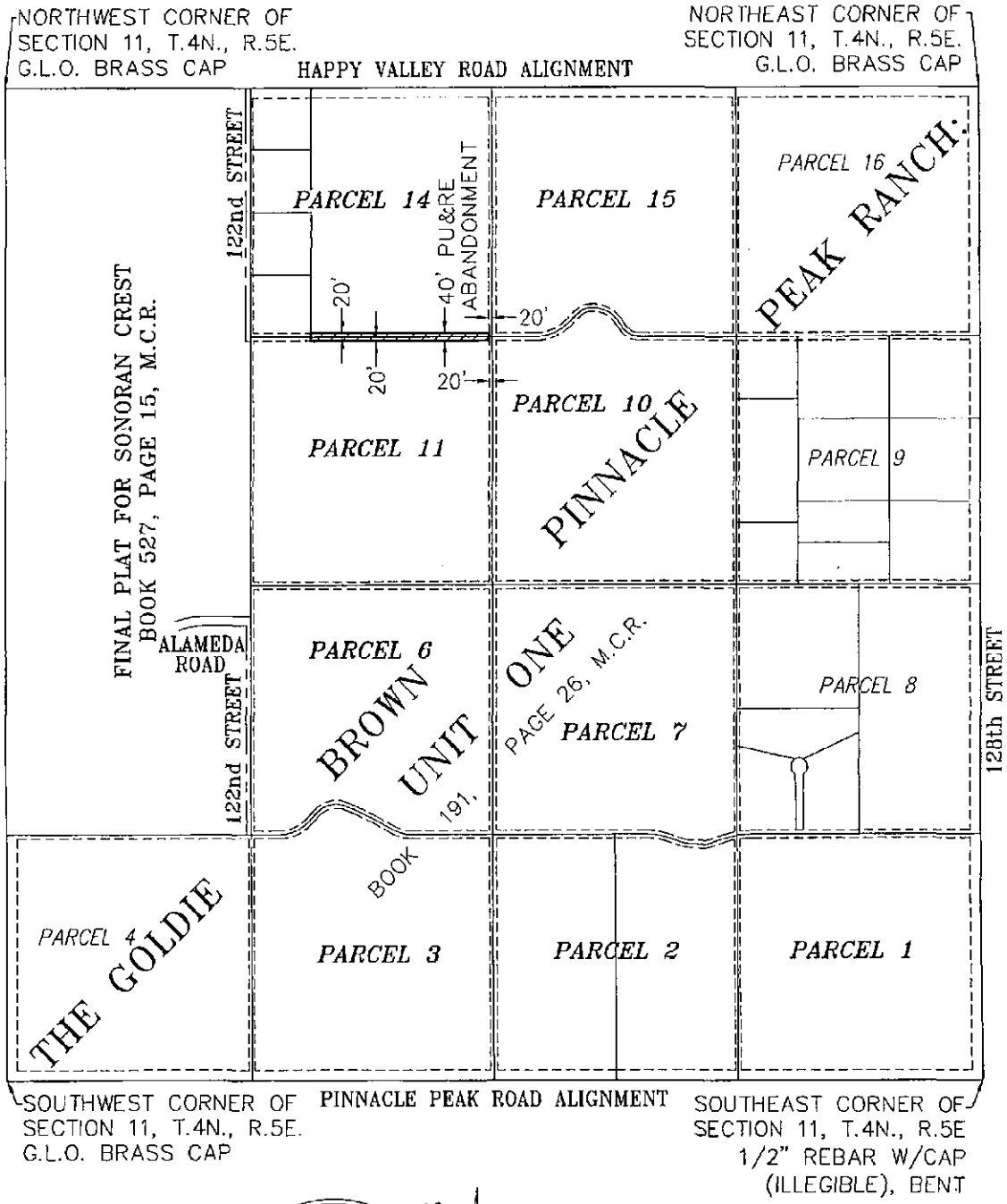
EXCEPTING THEREFROM

The west half of the west half of said Parcels 11 and 14, and the east 20 feet of said Parcels 11 and 14;

Containing 0.8906 acres, or 38,795 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 3-20-07
ARIZONA, U.S.A.

EXHIBIT "A-3"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY
EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
NOT TO SCALE

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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(602) 335-8500
www.woodpatel.com

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Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-4"

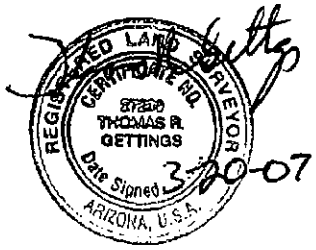
PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

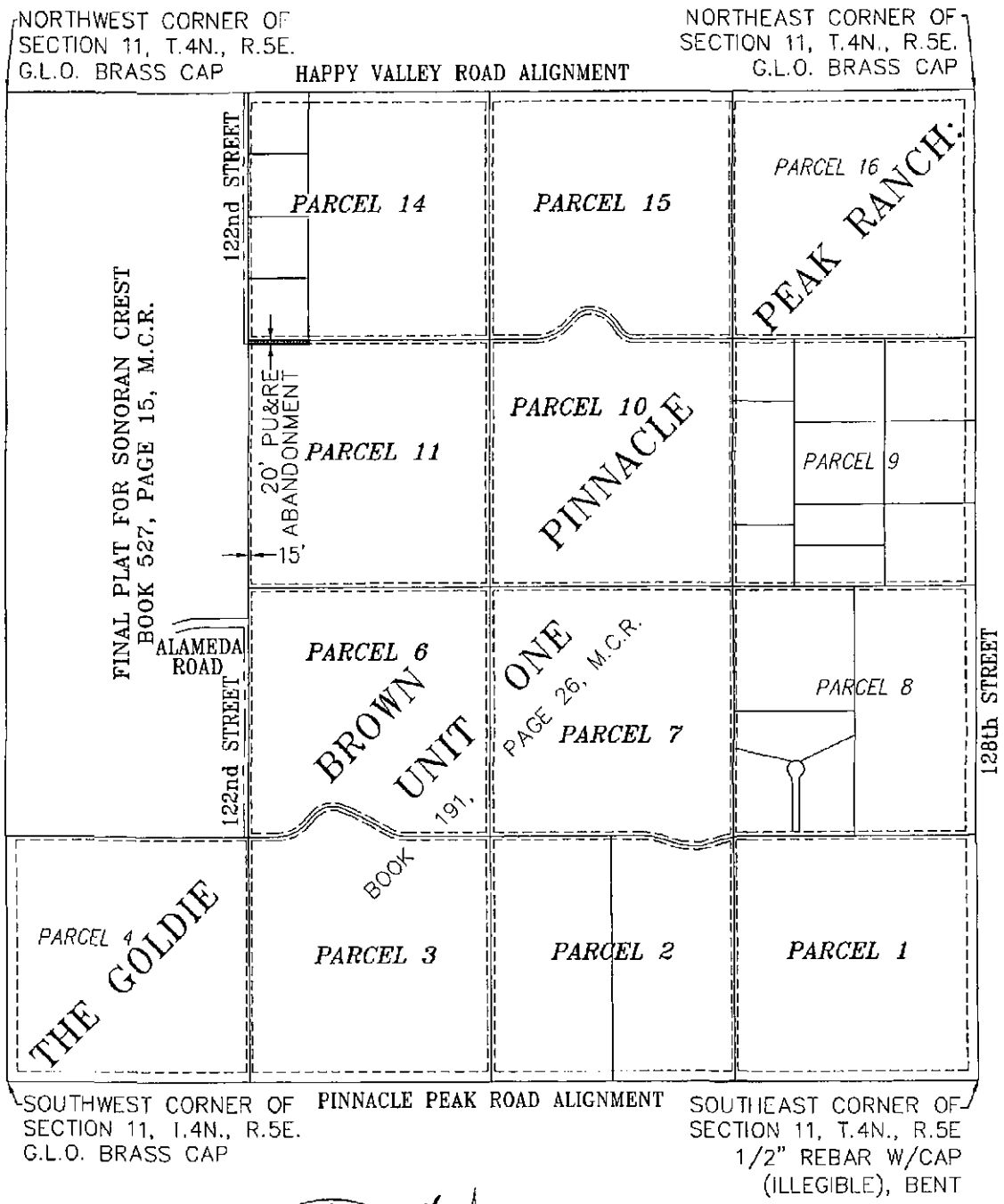
A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

The north 20 feet of the west half of the west half of Parcel 11 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

Containing 0.1515 acres, or 6,599 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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ARIZONA, U.S.A.

EXHIBIT "A-4"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#0462654.09
PAGE 2 OF 2
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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Wood, Patel & Associates, Inc.
(602) 335-8500
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Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09

See Exhibit "A-5"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

The north 20 feet of Parcels 6 and 7, and the south 20 feet of Parcels 10 and 11 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

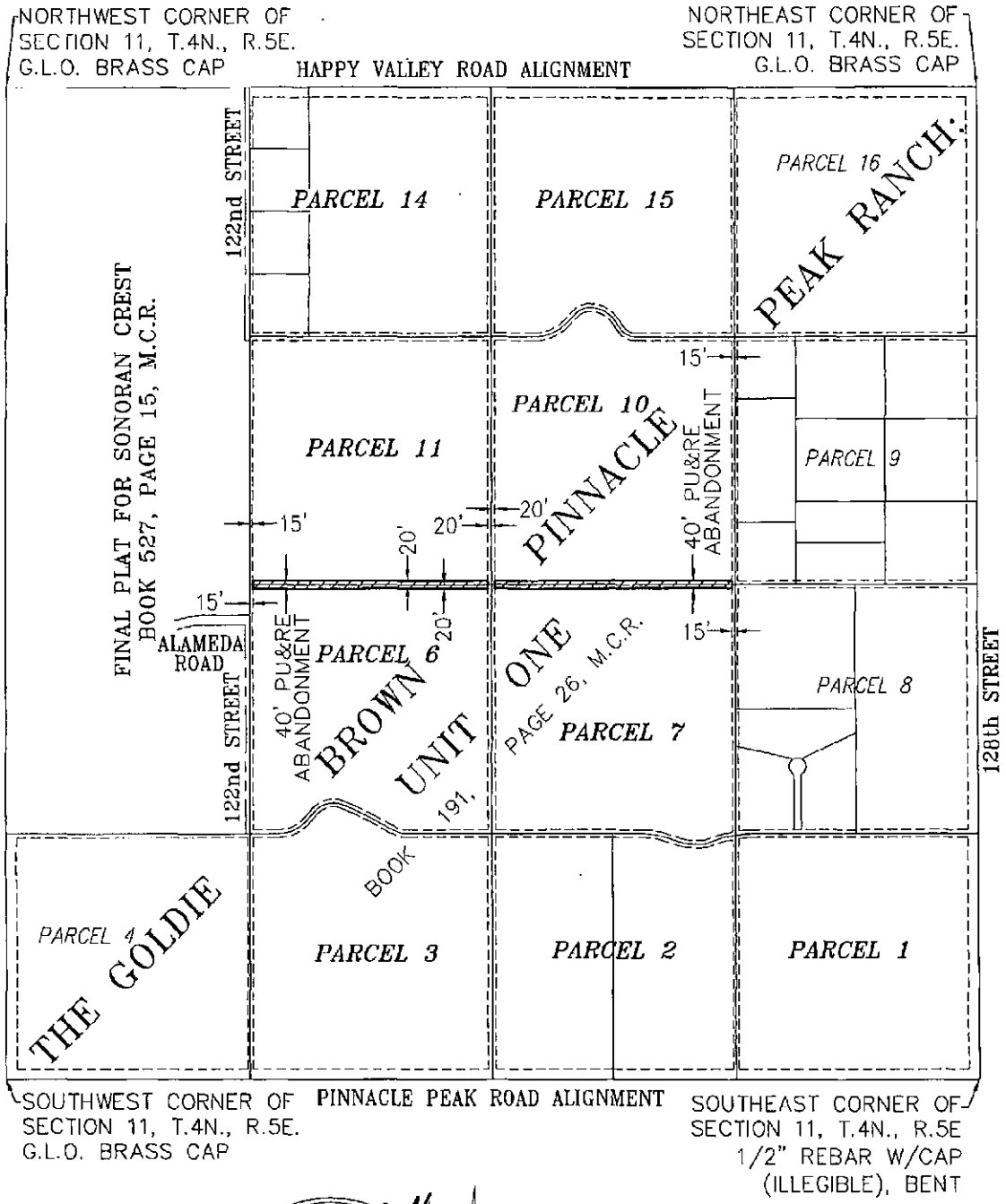
EXCEPTING THEREFROM

The east 20 feet and the west 15 feet of said Parcels 6 and 11, the west 20 feet and the east 15 feet of said Parcels 7 and 10;

Containing 2.3607 acres, or 102,830 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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Date Signed 3-20-07
ARIZONA, U.S.A.

EXHIBIT "A-5"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
NOT TO SCALE

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2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-6"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

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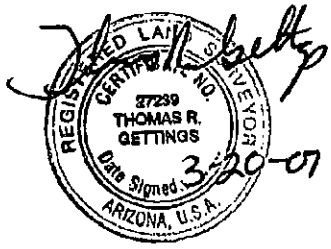
The north 20 feet of the west 15 feet of Parcel 1, the north 20 feet of the east half of Parcel 2, the north 20 feet of Parcel 3 and the south 20 feet of Parcels 6 and 7 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

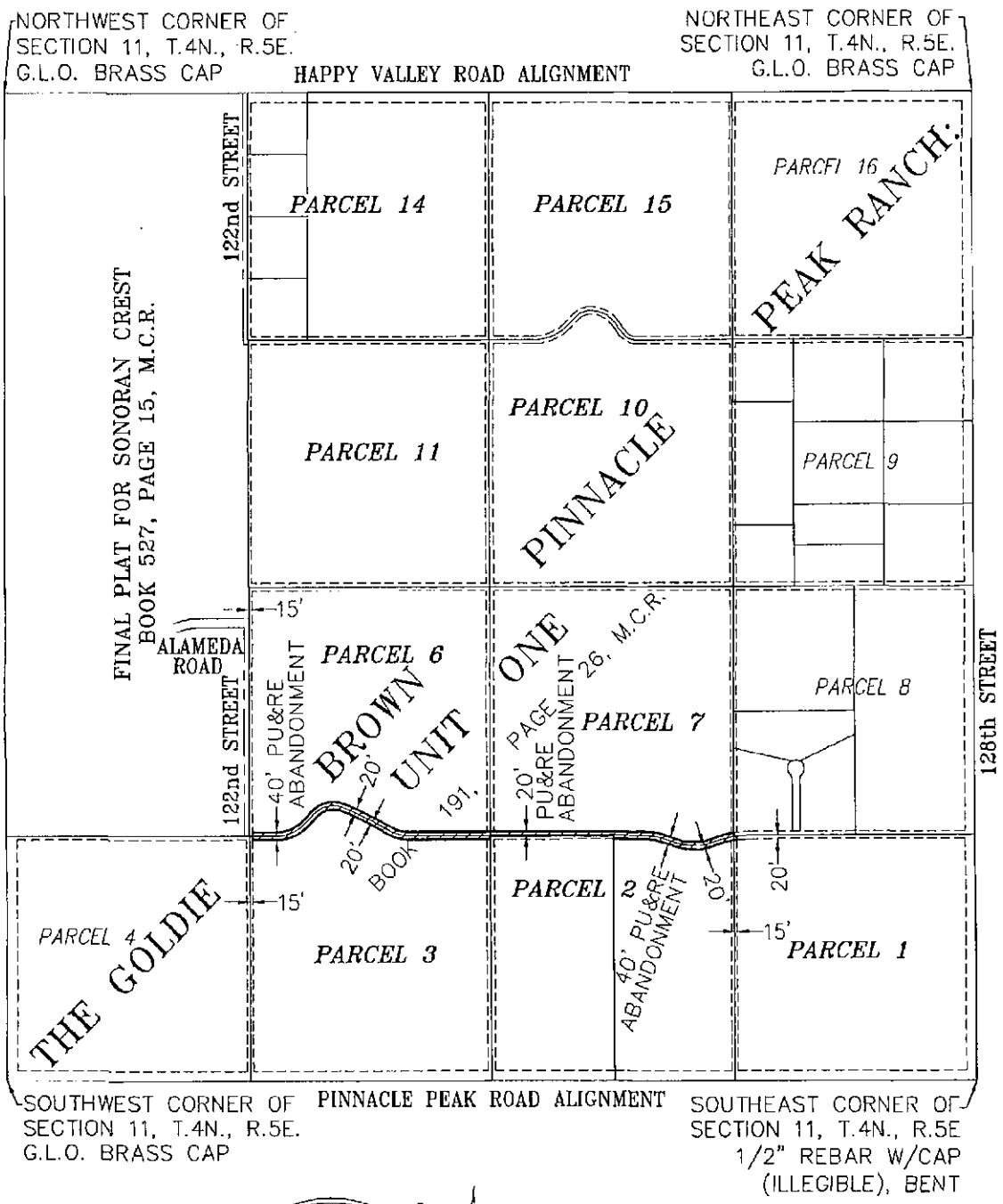
EXCEPTING THEREFROM

The west 15 feet of said Parcels 3 and 6;

Containing 2.2101 acres, or 96,270 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R. GETTINGS
Date Signed 3-20-07
ARIZONA, U.S.A.

N

EXHIBIT "A-6"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
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Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-7"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

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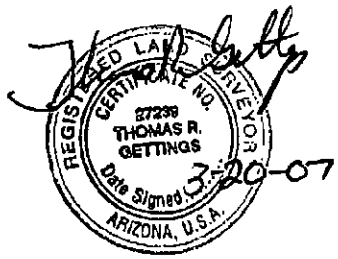
The north 20 feet of Parcel 1 said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

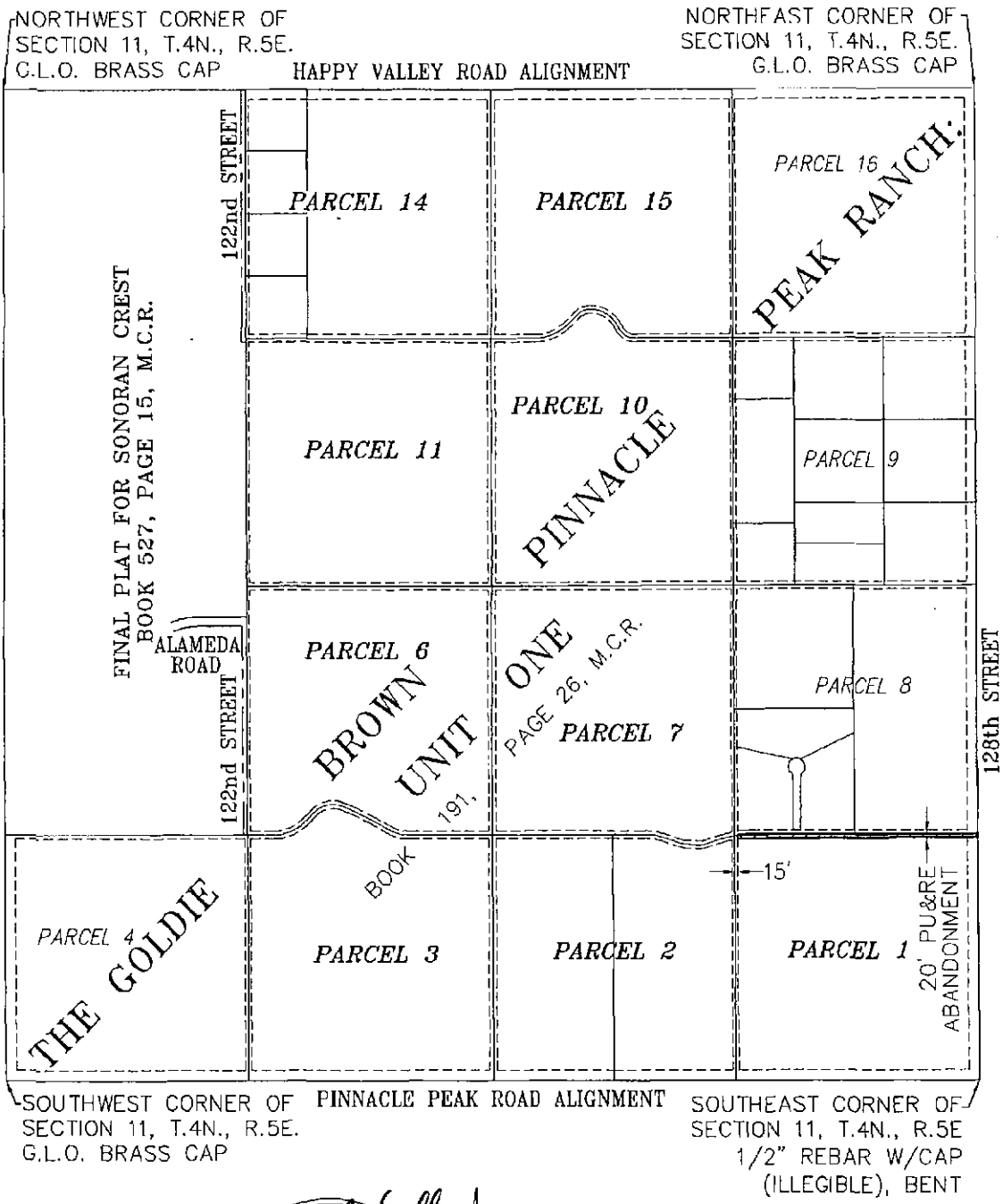
EXCEPTING THEREFROM

The west 15 feet of said Parcel 1;

Containing 0.5998 acres, or 26,127 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27239
THOMAS R.
GETTINGS
Date Signed 3-20-07
ARIZONA, U.S.A.

N

EXHIBIT "A-7"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY
EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
NOT TO SCALE

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
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Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-8"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

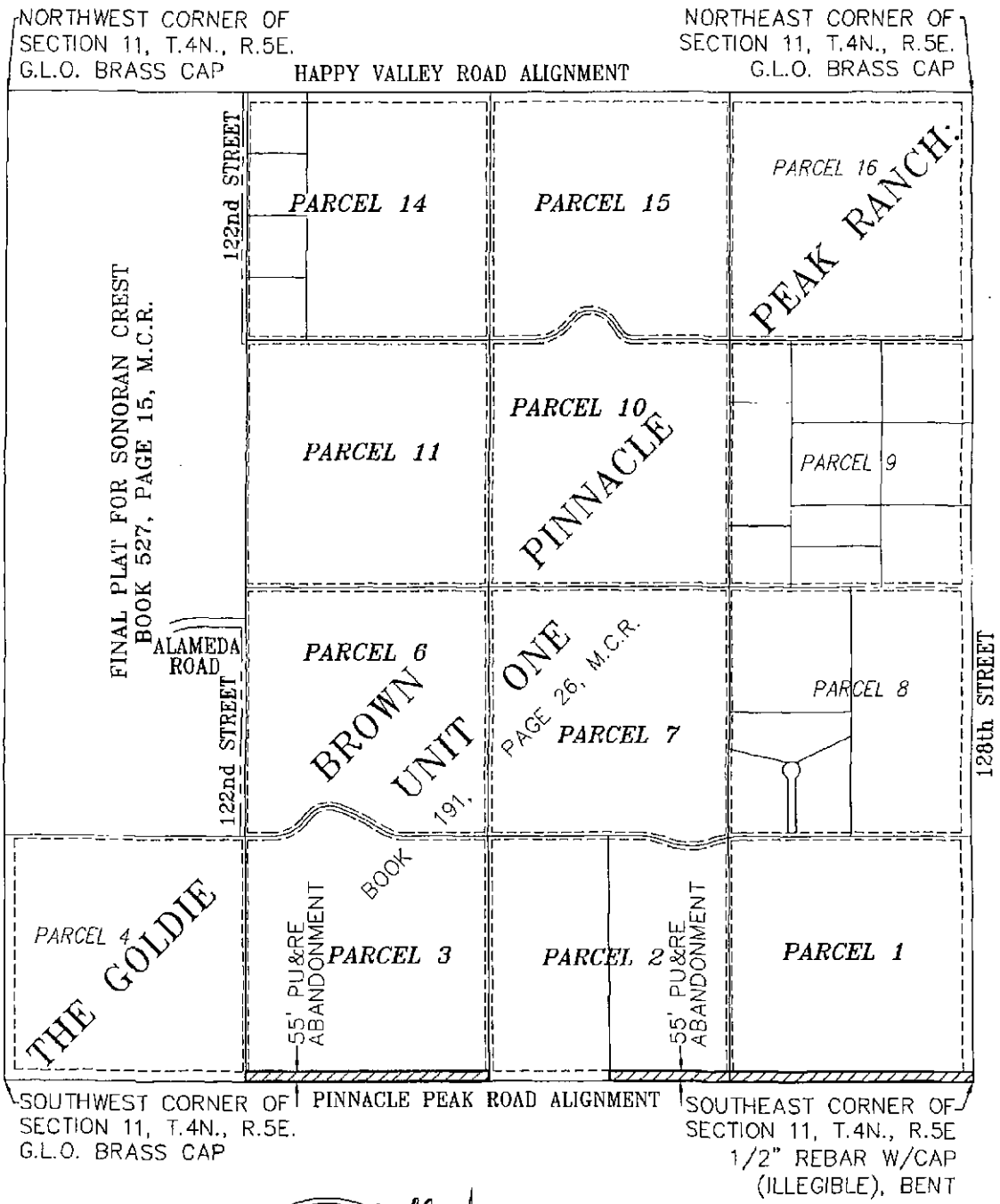
A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

The south 55 feet of Parcel 1 and the south 55 feet of the east half of Parcel 2 and the south 55 feet of Parcel 3 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

Containing 4.1696 acres, or 181,627 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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EXHIBIT "A-8"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY
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June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-9"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

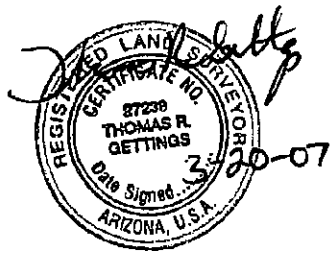
The west 15 feet of Parcels 3, 6 and 11 said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

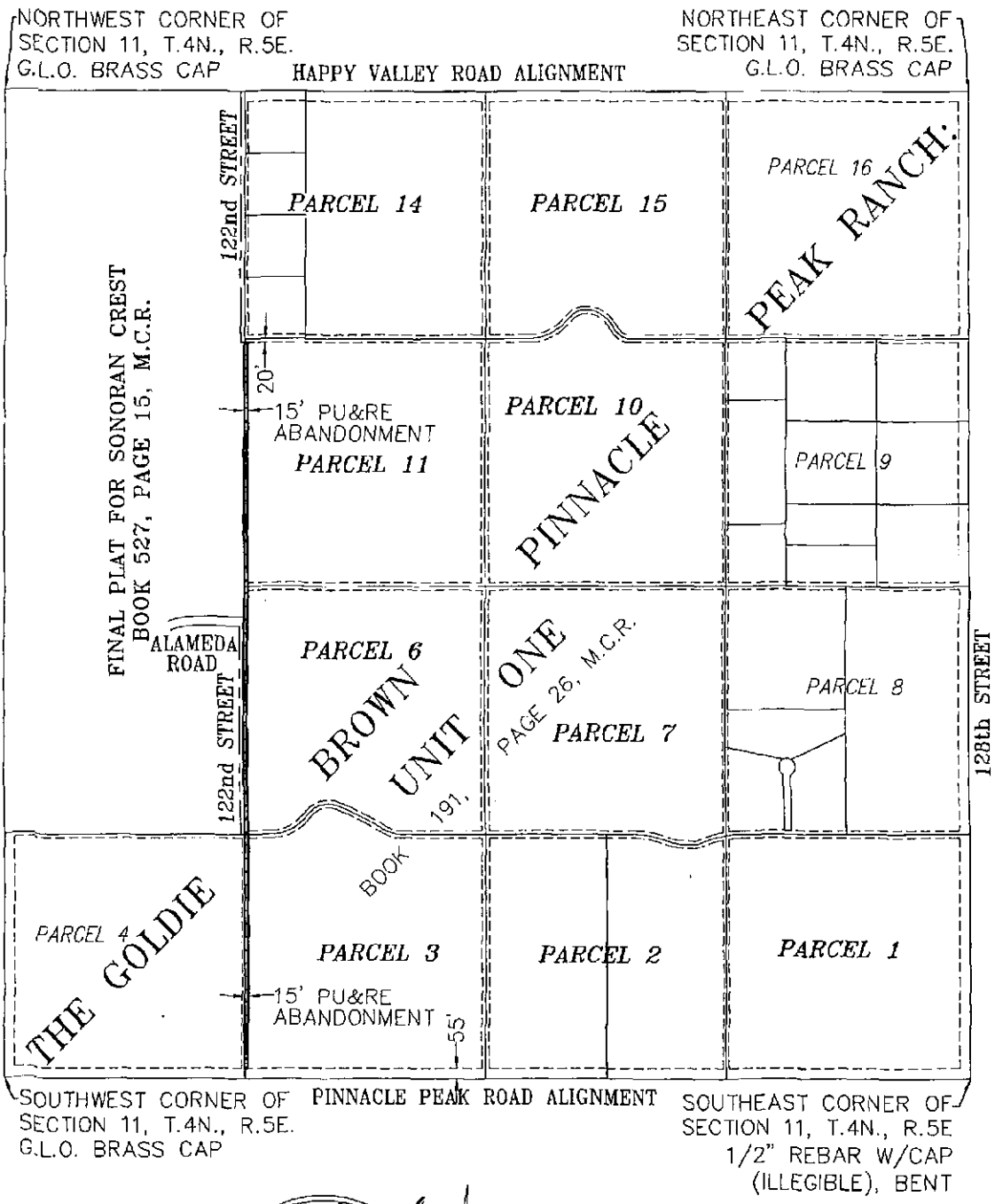
EXCEPTING THEREFROM

The north 20 feet of said Parcel 11, and the south 55 feet of said Parcel 3;

Containing 1.3393 acres, or 58,339 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





REGISTERED LAND SURVEYOR
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THOMAS R. GETTINGS
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EXHIBIT "A-9"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
WP#062654.09
PAGE 2 OF 2
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Revised March 20, 2007
Revised February 15, 2007
Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-10"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

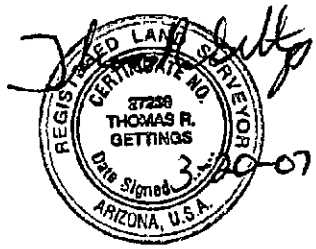
The west 20 feet of Parcels 7, 10 and 15 and the east 20 feet of Parcels 6, 11 and 14 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

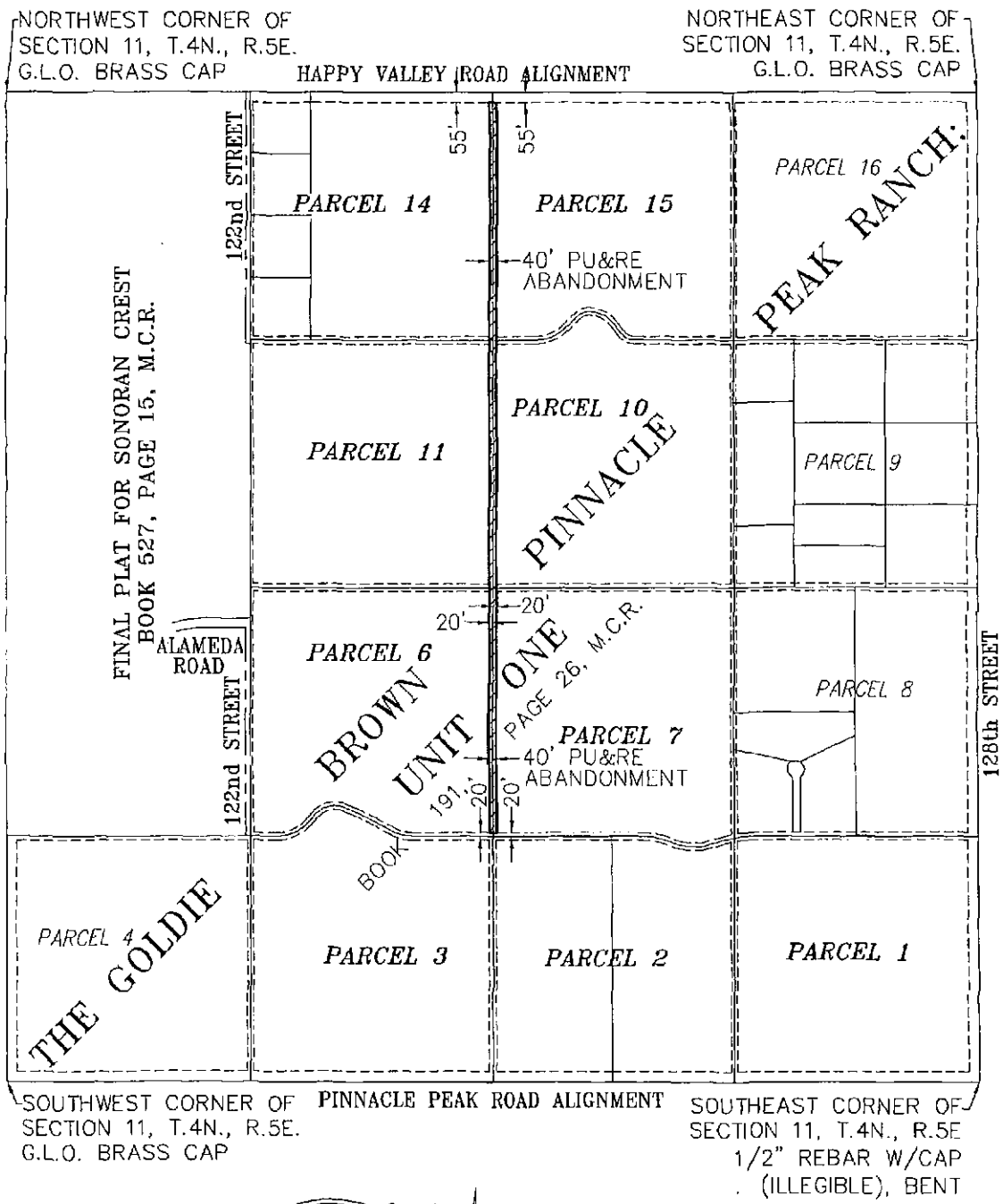
EXCEPTING THEREFROM

The north 55 feet of said Parcels 14 and 15, and the south 20 feet of said Parcels 6 and 7;

Containing 3.5706 acres, or 155,535 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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Phoenix, AZ 85021
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EXHIBIT "A-10"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
REVISED 03-20-07
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PAGE 2 OF 2
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See Exhibit "A-11"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

The east 20 feet of Parcel 3 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

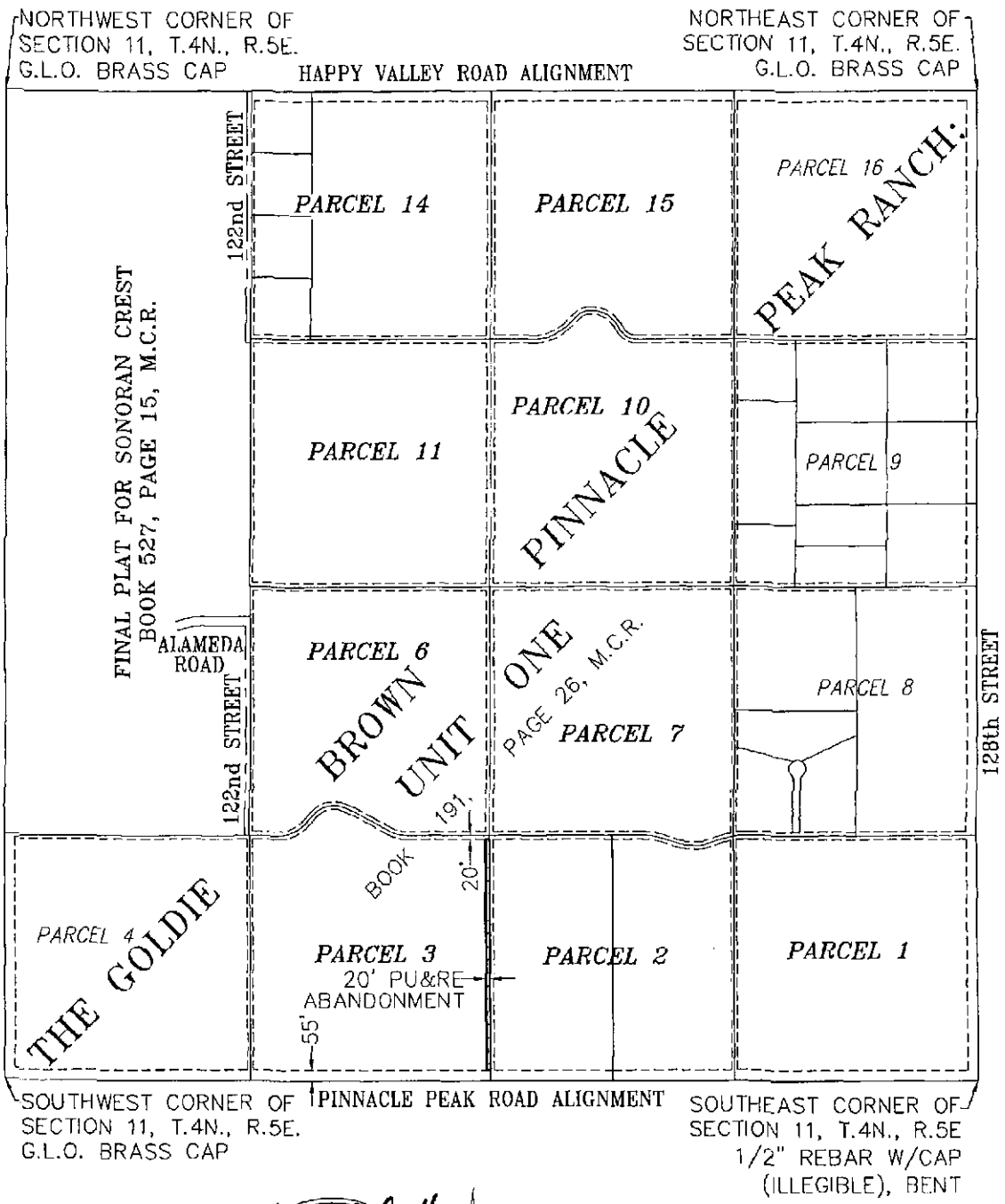
EXCEPTING THEREFROM

The south 55 feet and the north 20 feet of said Parcel 3;

Containing 0.5722 acres, or 24,926 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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ARIZONA, U.S.A.

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EXHIBIT "A-11"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY
EASEMENT ABANDONMENT (PU&RE)
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Phoenix, AZ 85021
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WP# 062654.09
Page 1 of 2
See Exhibit "A-12"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

A portion of that certain Public Utility and Roadway Easement (PU&RE) as shown on the Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map recorded in Book 191, page 26, Maricopa County Records (M.C.R.), lying within Section 11, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

The east 15 feet of Parcels 7, 10 and 15 feet of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

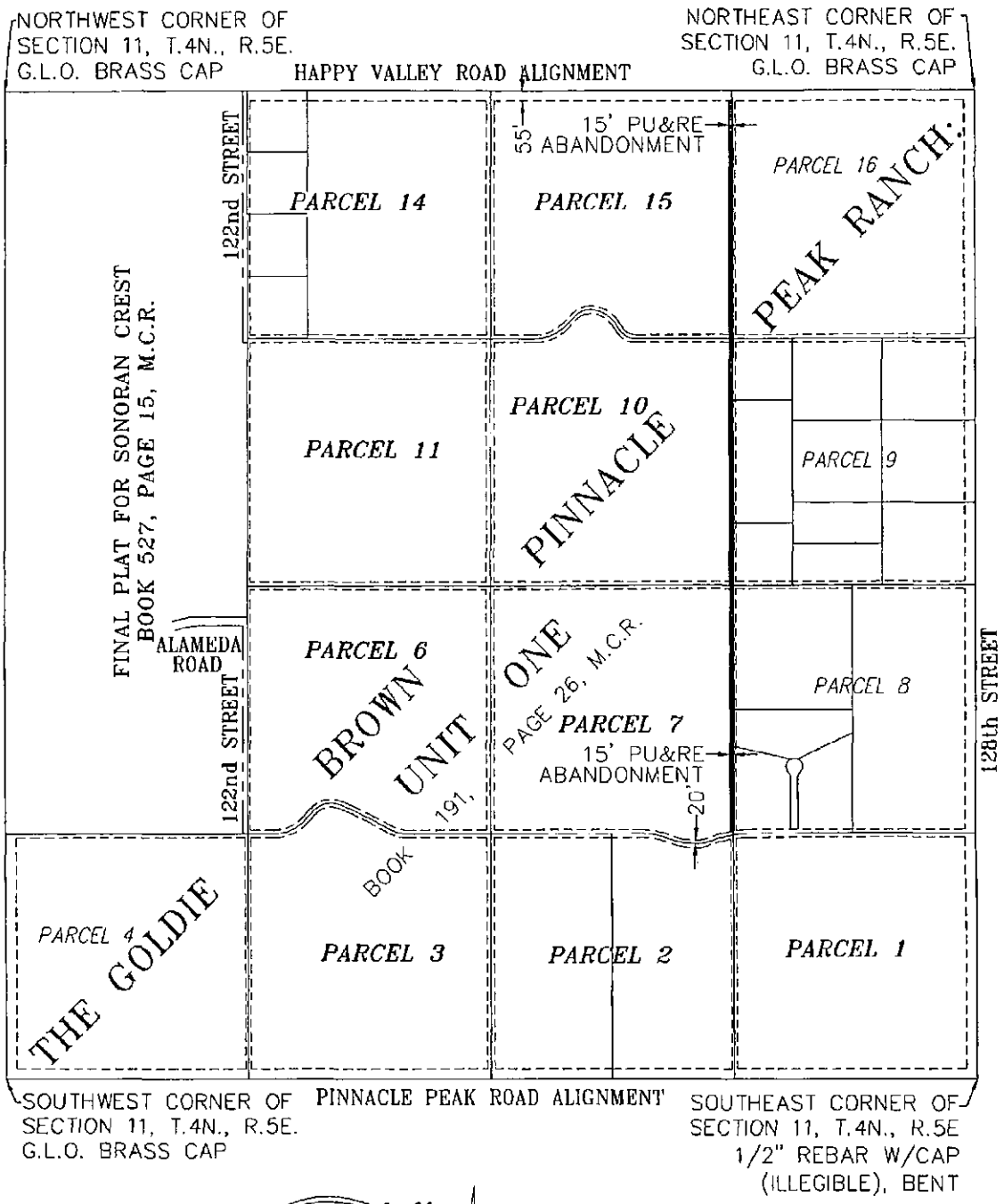
EXCEPTING THEREFROM

The south 20 feet of said Parcel 7, and the north 55 feet of said Parcel 15;

Containing 1.3411 acres, or 58,418 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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EXHIBIT "A-12"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY EASEMENT ABANDONMENT (PU&RE)
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Revised April 26, 2006
June 10, 2005
WP# 062654.09
Page 1 of 2
See Exhibit "A-13"

PARCEL DESCRIPTION
Sereno Canyon
Proposed Public Utility and Roadway Easement Abandonment (PU&RE)

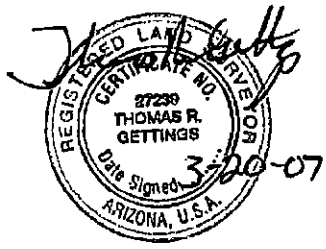
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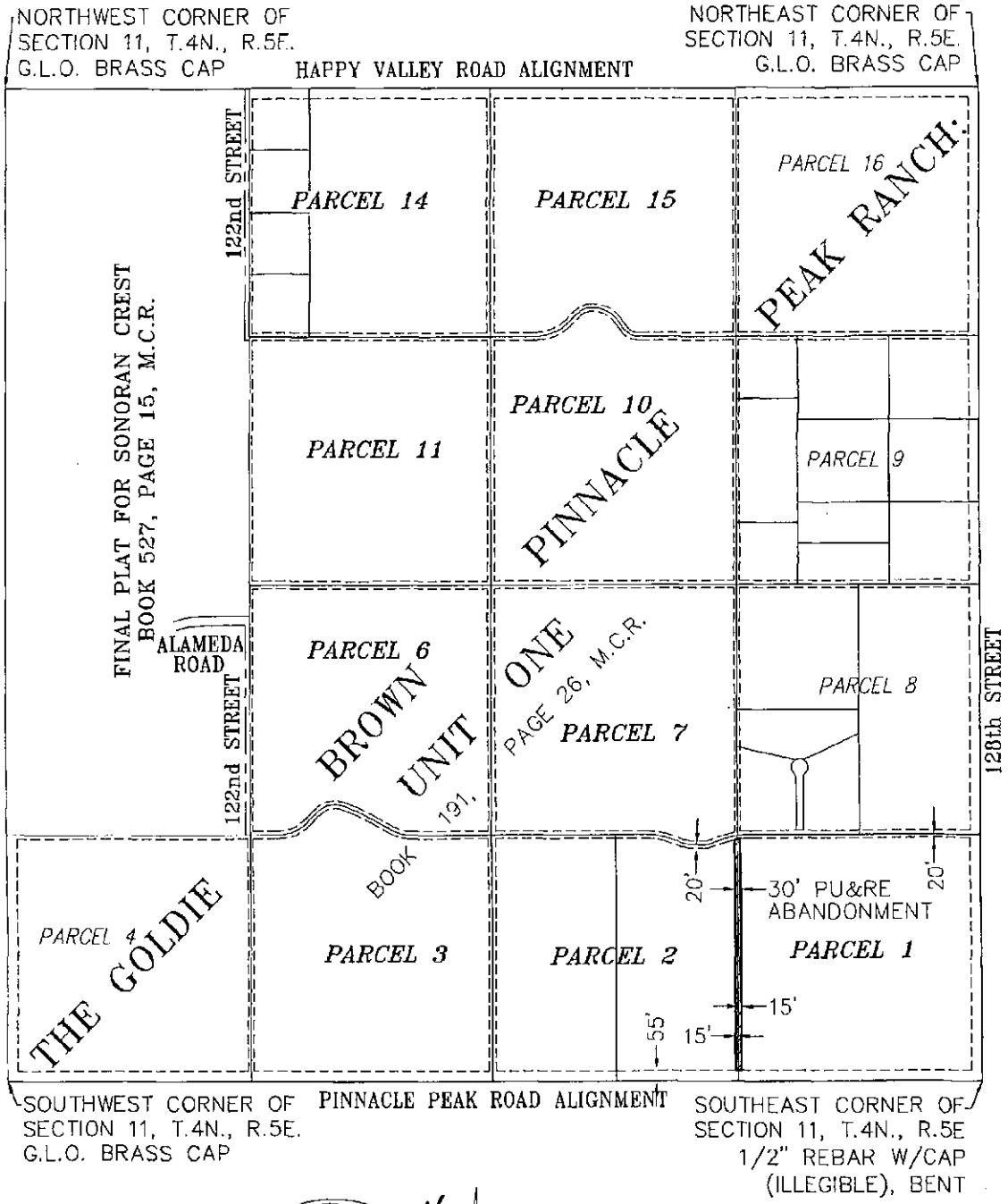
The west 15 feet of Parcel 1 and the east 15 feet of Parcel 2 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

EXCEPTING THEREFROM

The south 55 feet of said Parcels 1 and 2, and the north 20 feet of said Parcels 1 and 2;

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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EXHIBIT "A-13"

SERENO CANYON
PROPOSED PUBLIC UTILITY AND ROADWAY
EASEMENT ABANDONMENT (PU&RE)
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WP#062654.09
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Page 1 of 2
See Exhibit "A-14"

PARCEL DESCRIPTION
Sereno Canyon
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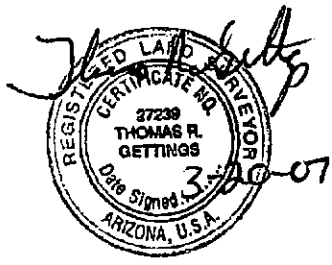
The west 15 feet of the east 55 feet of Parcel 1 of said Goldie Brown Pinnacle Peak Ranch: Unit One Parcel Map;

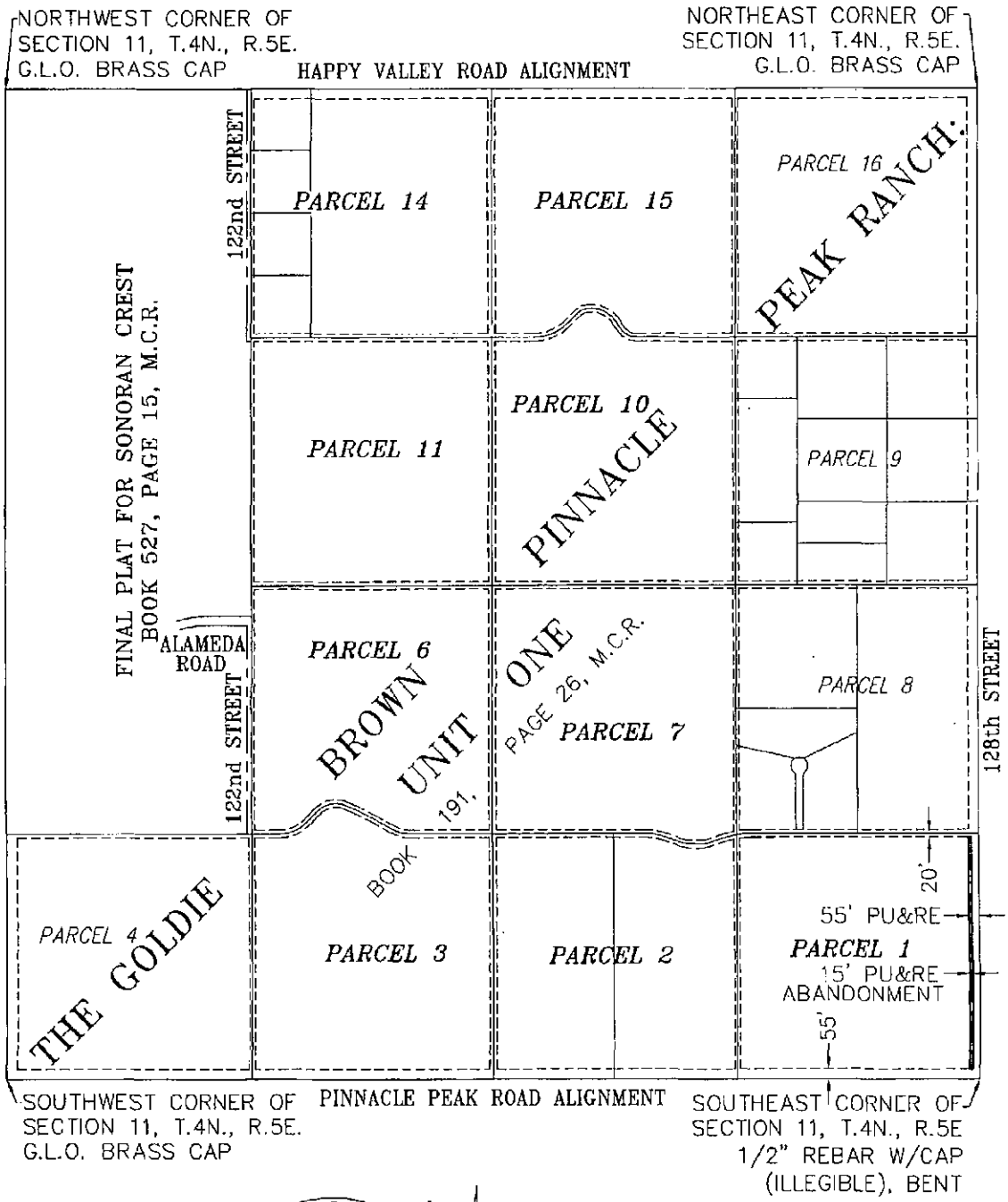
EXCEPTING THEREFROM

The south 55 feet and the north 20 feet of said Parcel 1;

Containing 0.4291 acres, or 18,692 square feet of land, more or less.

This parcel description is based on the Parcel Map of Goldie Brown Pinnacle Peak Ranch: Unit One recorded in Book 191, page 26, M.C.R. and client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.





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ARIZONA, U.S.A.

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EXHIBIT "A-14"

SERENO CANYON
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LOT 27 OF SERENO CANYON PHASE 1

BEING A REPLAT OF LOT 27 OF SERENO CANYON PHASE 1, RECORDED IN BOOK 910, PAGE 16, MARICOPA COUNTY RECORDS, LYING WITHIN SECTION 11, T.4N., R.5E., OF THE G.&S.R.M., MARICOPA COUNTY, ARIZONA

OWNER
MCDOWELL MOUNTAIN BACK BOWL, LLC

TRACT SUMMARY TABLE

TRACT	PURPOSE
"T"	PRIVATE STREET, W.L.E., S.I.E., E.V.A.E., P.U.E., P.U.E.

NOTE: THE ABOVE LISTED EASEMENTS ENCOMPASS THE ENTIRE TRACT. THERE MAY BE OTHER EASEMENTS THAT ARE DELINEATED ON THIS PLAT THAT ENCUMBER OTHER PORTIONS OF THIS TRACT.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

KNOW ALL MEN BY THESE PRESENTS: THAT MCDOWELL MOUNTAIN BACK BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER HAS SUBDIVIDED UNDER THE NAME OF "LOT 27 OF SERENO CANYON PHASE 1", A REPLAT OF LOT 27 OF SERENO CANYON PHASE 1, RECORDED IN BOOK 910, PAGE 16, M.C.R., LYING WITHIN SECTION 11, T.4N., R.5E., OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS REPLAT AS AND FOR THE REPLAT OF SAID "LOT 27 OF SERENO CANYON PHASE 1" AND HEREBY DECLARES THAT SAID REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET, LOT, TRACT AND EASEMENTS CONSTITUTING SAME AND THAT EACH STREET, LOT AND TRACT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID REPLAT.

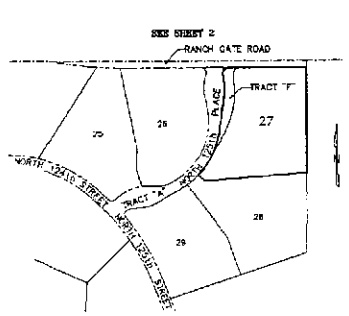
THE PRIVATE STREET LOCATED WITHIN THE AREA SHOWN HEREON AS TRACT "T" IS HEREBY DECLARED A PRIVATE ACCESSWAY FOR THE EXCLUSIVE USE OF OWNERS AND THEIR TENANTS, GUESTS AND INVITEES AND THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS, AND IS NOT DEDICATED TO THE PUBLIC FOR ITS USE EXCEPT AS EXPRESSLY STATED HEREIN.

MCDOWELL MOUNTAIN BACK BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, THE FOLLOWING:

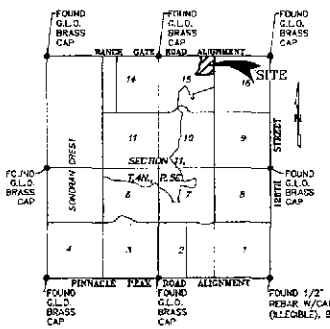
1. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS TRACT "T" FOR THE PURPOSE OF PROVIDING ACCESS FOR EMERGENCY AND SERVICE-TYPE VEHICLES OR "E.S.V.A.E.", INCLUDING REFUSE COLLECTION VEHICLES.
2. A PERPETUAL WATER LINE EASEMENT OVER, UNDER AND ACROSS THE PORTION OF THE PARCEL SPECIFIED ON THIS PLAT AS "WATER LINE EASEMENT OR "W.L.E.". THE PURPOSE OF THE EASEMENT IS FOR UNDERGROUND WATER PIPES, ABOVE GROUND APPURTENANCES AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND REPLACEMENT FROM TIME TO TIME OF PIPES AND MANHOLES, VALVES, ACCESS VAULTS, AND FACILITIES RELATED THERETO.
3. A PERPETUAL SEWER LINE EASEMENT OVER, UNDER AND ACROSS THE PORTION OF THE PARCEL SPECIFIED ON THIS PLAT AS "SEWER LINE EASEMENT OR "S.L.E.". THE PURPOSE OF THE EASEMENT IS FOR UNDERGROUND SEWER PIPES AND WASTEWATER FACILITIES, AND FOR THE CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND REPLACEMENT FROM TIME TO TIME OF PIPES, MANHOLES, ACCESS VAULTS AND OTHER IMPROVEMENTS RELATED THERETO.
4. A PERPETUAL SIGHT DISTANCE EASEMENT OVER, UNDER, AND ACROSS THE PORTION OF THE PARCEL SPECIFIED ON THIS PLAT AS "SIGHT DISTANCE EASEMENT OR "S.D.E.". THE PURPOSE IS TO PRESERVE THE PROPERTY AS A TRAFFIC SAFETY VISIBILITY AREA FREE OF ANY OBSTRUCTIONS TO THE VIEW OF PERSONS LOOKING ACROSS THE PROPERTY. WITHOUT LIMITATION, GRANTOR SHALL NOT ALLOW OR SUFFER TO EXIST UPON THE PROPERTY ANY BUILDINGS, WALLS, TREES, OBSTRUCTIONS, SCREENS, OR OTHER STRUCTURES OR THINGS EXCEEDING A HEIGHT DETERMINED BY THE CITY ABOVE ORIGINAL NATURAL GRADE.
5. A PERPETUAL PUBLIC UTILITY EASEMENT OVER, UNDER, AND ACROSS THE PORTION OF THE PARCEL SPECIFIED ON THIS PLAT AS "PUBLIC UTILITY EASEMENT" OR "P.U.E.". THE PURPOSE OF THE EASEMENT IS FOR UNDERGROUND ELECTRICITY, UNDERGROUND WATER, UNDERGROUND WASTEWATER, UNDERGROUND TELECOMMUNICATIONS, AND ALL OTHER MANNER OF UNDERGROUND UTILITIES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION, AND REPLACEMENT FROM TIME TO TIME IMPROVEMENTS RELATED THERETO.

MCDOWELL MOUNTAIN BACK BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, DOES HEREBY DEDICATE TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND ITS ASSIGNS:

1. A PERPETUAL NON-EXCLUSIVE EASEMENT, OVER UPON AND ACROSS THE LOT AND OTHER AREAS DESIGNATED ON THE REPLAT AS "PRIVATE DRAINAGE EASEMENT" OR "P.D.E." FOR PURPOSE OF WATER DRAINAGE, RETENTION AND DISCHARGE TO, ON, ACROSS AND FROM THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON AND FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING AND REPAIRING THE PIPES, CHANNELS, CULVERTS, RETENTION AREAS AND OTHER DRAINAGE FACILITIES NOW OR HEREAFTER LOCATED HEREON.
2. A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE LOT DESIGNATED ON THE REPLAT AS "WALL EASEMENT" OR "W.E." FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING AND REPLACING WALLS.



INDEX MAP
N.T.S.



VICINITY MAP
N.T.S.

OWNER WARRANTS TO THE CITY OF SCOTTSDALE THAT IT IS THE SOLE OWNER OF THE PROPERTY ON THIS REPLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING ANY INTEREST IN THE PROPERTY ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS REPLAT HAS CONSENTED TO OR JOINED IN THIS REPLAT, AS EVIDENCE BY THE INSTRUMENTS WHICH ARE RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE OF WHICH THE OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS REPLAT IS RECORDED.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS IN FAVOR OF THE GRANTEE'S SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF:

MCDOWELL MOUNTAIN BACK BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS OWNER, HAS HEREUNTO CAUSED ITS RESPECTIVE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

MCDOWELL MOUNTAIN BACK BOWL, LLC,
A ILLINOIS LIMITED LIABILITY COMPANY

BY: HENRY GROWN AND COMPANY,
A DELAWARE CORPORATION, ITS MANAGER

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF Illinois }
COUNTY OF Kendall } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 13th DAY OF January 2009, BY Marcia D. Fredericks THE Assistant Secretary OF HENRY GROWN AND COMPANY, A DELAWARE CORPORATION, MANAGER OF MCDOWELL MOUNTAIN BACK BOWL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/02/2009

OFFICIAL SEAL
DANIEL CURRAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES

BASIS OF BEARING

THE BASIS OF BEARING IS A STRAIGHT LINE CALCULATED BETWEEN THE NORTHWEST CORNER OF SECTION 11 AND THE SOUTHWEST CORNER OF SECTION 11, T.4N., R.5E., USING A BEARING OF SOUTH 00°05'01" EAST PER CITY OF SCOTTSDALE G.P.S. COORDINATES PUBLISHED IN 2000.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
KELLEN PUSCELL
2009-1032362 11/09/2009 02:25
BOOK 1042 PAGE 27
ELECTRONIC RECORDING
LOT27SERENO20879-2-1-1--N-
thagolla

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS THE 20 DAY OF October 2009 BY

_____ MAYOR

ATTEST BY: _____
CITY CLERK

THIS REPLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY _____ 10/22/2009
CHIEF/DEVELOPMENT OFFICER DATE

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 87-PP-2005 AND ZONING CASE(S) NO. 1-ZN-2005 AND ALL CASE RELATED STIPULATIONS.

BY _____ 10/21/09
PROJECT COORDINATOR DATE

NOTES:

1. THE STREET DESIGNATED AS TRACT "T" IS A PRIVATE STREET TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1.
2. THIS REPLAT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION FENCING, AND MUST OTHERWISE CONFORM WITH ALL APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS.
4. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-28.
5. THE MAINTENANCE OF THE SURFACE AREA OF ANY EASEMENT WHICH LIE WITHIN THE BOUNDARY OF A SUBDIVISION LOT IS THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER UNLESS SUCH MAINTENANCE OBLIGATIONS ARE, BY SEPARATELY RECORDED INSTRUMENT, ASSUMED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1.
6. THE AREA DESIGNED AS TRACT "T" IS TO BE CONVEYED AS COMMON AREA TO THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1 AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1, IN THE ORDINARY COURSE AND SHOULD NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION BY THE CITY COUNCIL, BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED COMMON AREAS WOULD RESULT IN A CIVIL ACTION, BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY FOR SAID MAINTENANCE.
7. SIGHT DISTANCE EASEMENTS SHALL BE CLEAR OF LANDSCAPING, SIGNS, OR OTHER VISIBILITY OBSTRUCTIONS BETWEEN 2 FEET AND 7 FEET AS DETERMINED BY THE CITY OF SCOTTSDALE.
8. THE LOT WILL CONTAIN A MAXIMUM BUILDING CONSTRUCTION ENVELOPE. THE AREA OUTSIDE THE BUILDING CONSTRUCTION ENVELOPE IS DESIGNATED AS N.A.O.S. AND SHALL BE PERMANENTLY MAINTAINED AS NATURAL OPEN SPACE. A BUILDING ENVELOPE EXHIBIT SHOWING THE GENERAL LOCATION OF THE BUILDING CONSTRUCTION ENVELOPE INITIALLY APPROVED BY THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD IS ON FILE AT THE CITY OF SCOTTSDALE. HOWEVER, AT THE TIME IT OBTAINS A BUILDING PERMIT, EACH OWNER WILL BE REQUIRED TO SPECIFY N.A.O.S. IN ADDITION TO THAT SHOWN ON THE EXHIBIT ON FILE WITH THE CITY BASED ON THE N.A.O.S. TABLE SPECIFYING THE TOTAL N.A.O.S. REQUIRED FOR EACH LOT. AT THAT TIME, THE BUILDING ENVELOPE EXHIBIT WILL BE MODIFIED TO SHOW THE LOCATION OF ALL N.A.O.S. ON THE LOT AND THE MODIFIED BUILDING CONSTRUCTION ENVELOPE.
9. REFERENCE TO THE "PROPERTY OWNERS ASSOCIATION" REFER TO THE PROPERTY OWNERS ASSOCIATION CREATED OR TO BE CREATED PURSUANT TO THE APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERENO CANYON PHASE 1.
10. THE PROPERTY OWNERS ASSOCIATION FOR SERENO CANYON PHASE 1 IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF THE PERIMETER WALL, DRAINAGE STRUCTURES AND FACILITIES, AND DRAINAGE EASEMENT AREAS.
11. THE PRIVATE DRAINAGE EASEMENT, W.A.U. EASEMENT, SIGHT DISTANCE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN ON SERENO CANYON PHASE 1, RECORDED IN BOOK 910, PAGE 16, M.C.R. WERE ABANDONED PER 27-AB-2008 NOTWITHSTANDING ANYTHING CONTAINED IN THIS NOTE 11, THOSE EASEMENTS SHOWN ON SERENO CANYON PHASE 1 AS RECORDED IN BOOK 910, PAGE 16, M.C.R., THAT HAVE NOT BEEN ABANDONED AND THAT ARE SHOWN ON PAGE 2 OF THIS REPLAT SHALL CONTINUE IN EFFECT.

CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR REPLAT CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC. DURING THE MONTH OF JUNE OF 2004, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS R. GETTINGS
REGISTERED LAND SURVEYOR #27239
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

TOTAL NUMBER OF LOTS = 1
ZONING = R1-130 ESL
ACREAGE = 3.2206 ACRES

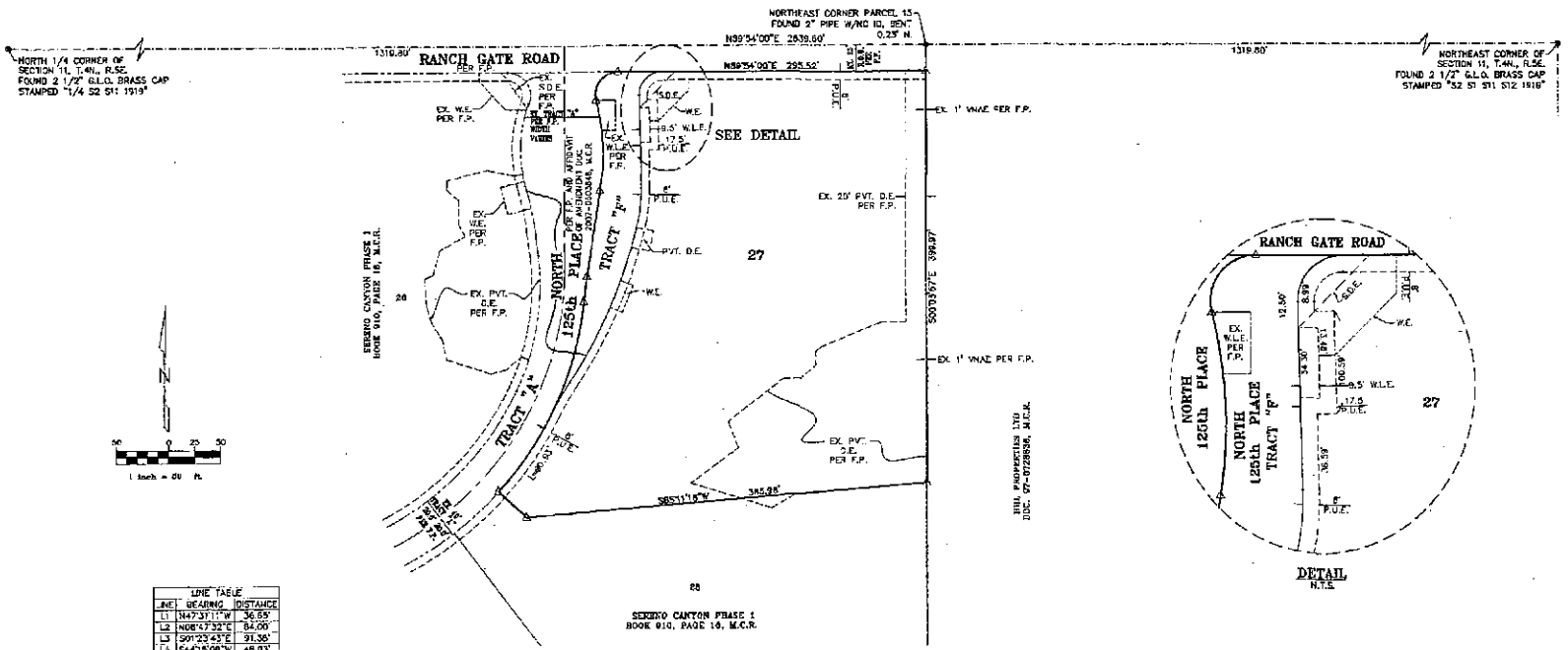
LOT 27 OF SERENO CANYON PHASE 1
REPLAT

REGISTERED LAND SURVEYOR
THOMAS R. GETTINGS
OFFICE
EXPIRES 09-30-09

WOOD/PATEL
LAND DEVELOPMENT • PLANNING & ZONING
CIVIL ENGINEERING • LAND SURVEYING
WATER RESOURCES • IRRIGATION
CONSTRUCTION MANAGEMENT
2051 W. Northern Ave.
Phoenix, AZ 85021
(602) 335-8500
www.woodpatel.com

CHECKED BY: FCR/TPC
CAD TECHNICIAN: MY
SCALE: N/A
DATE: 09-??-09
JOB NUMBER: 30854.82
SHEET: 1 OF 2

COS# 1ZN-2005 113-DR-2005 22PP2005 6827-06-12 80-SA-2008


NORTH 1/4 CORNER OF SECTION 11, T.4N., R.5E. FOUND 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S2 S11 1919"
1319.90'
RANCH GATE ROAD
PER F.P.
NORTHEAST CORNER PARCEL 15 FOUND 2" PIPE W/NO ID, BENT 0.2' N.
N89°54'00"E 2639.60'
N89°54'00"E 295.52'
1319.80'
NORTHEAST CORNER OF SECTION 11, T.4N., R.5E. FOUND 2 1/2" G.L.O. BRASS CAP STAMPED "S2 S1 S11 S12 1919"
SEE DETAIL
EX. 1' VNAE PER F.P.
EX. 20' PVT. D.E. PER F.P.
EX. 1' VNAE PER F.P.
S00°09'57"E 396.87'
N85°11'15"W 345.98'
NORTH 125th PLACE
PER F.P. NO. AFFIDAVIT 2007-0630494, M.C.R.
TRACT "A"
TRACT "F"
27
28
88
SERENO CANYON PHASE 1 BOOK 910, PAGE 16, M.C.R.
HHL PROPERTIES LTD DOC. 97-0728936, M.C.R.
EX. W.L.E. PER F.P.
EX. PVT. D.E. PER F.P.
PVT. D.E.
W.L.E.
S.D.E.
8.5' W.L.E.
17.5' P.U.E.
6' P.U.E.
EX. 8" W.L.E. PER F.P.
EX. 6" W.L.E. PER F.P.
EX. 8" W.L.E. PER F.P.
EX. 8" W.L.E. PER F.P.
EX. 8

MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

PT. SECTION 11 T04N R05E

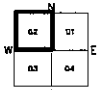
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(SUBDIVISION & MISC. CODE NUMBER) (SECTION NUMBER) (TOWNSHIP NUMBER) (RANGE NUMBER)

LOCATOR GRID

SECTION

06	05	04	03	02	01
07	08	09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA

BOOK: 217 MAP: 01
BOOK: 217 MAP: 55
BOOK: 217 MAP: 57

SUBDIVISIONS

SCALE: 1" = 200'



Maricopa County Assessor G.I.S.

07-27-2010

MARICOPA COUNTY ASSESSOR'S OFFICE
301 W. JEFFERSON ST.
PHOENIX, AZ 85003
www.maricopa.gov/assessor

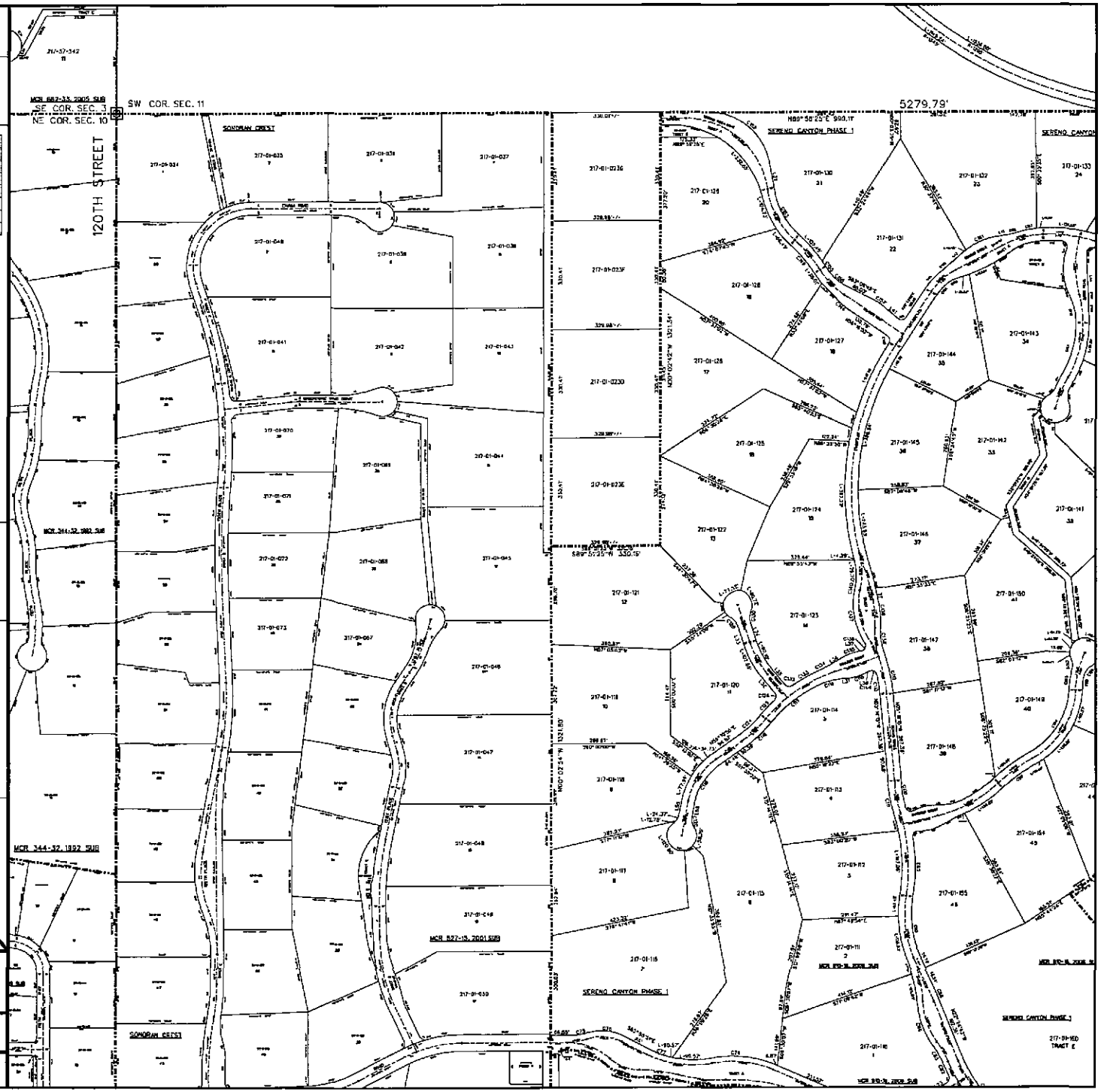
LEGEND:

- Subdivision Boundary Line
- Subdivision Boundary Corner
- Street Centerline
- Street Centerline Marker
- Section Corner Marker
- Indicates change in adjacent boundary
- Parcel Boundary Line
- Parcel/Split Line
- 123-45-678A Parcel Number
- Z Parcel Boundary Tie-In

REVISION INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

Disclaimer - Indemnification

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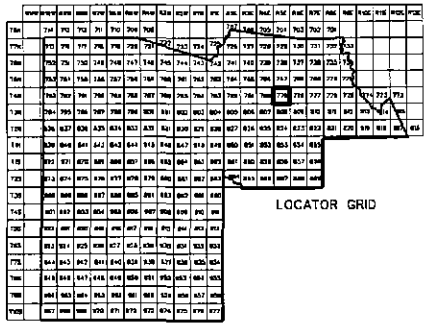


10-GP-2011/16-ZN-2011
3rd: 1/24/2012

MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

PT. SECTION 11 T04N R05E

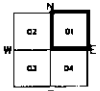
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FORMER 8 DIGIT ONE NUMBER | SECTION NUMBER | TAXATION NUMBER | ASSESSOR NUMBER


LOCATOR GRID

SECTION

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18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA
BOOK: 217 MAP: 01

SUBDIVISIONS

SCALE: 1" = 200'



Maricopa County Assessor G.I.S.

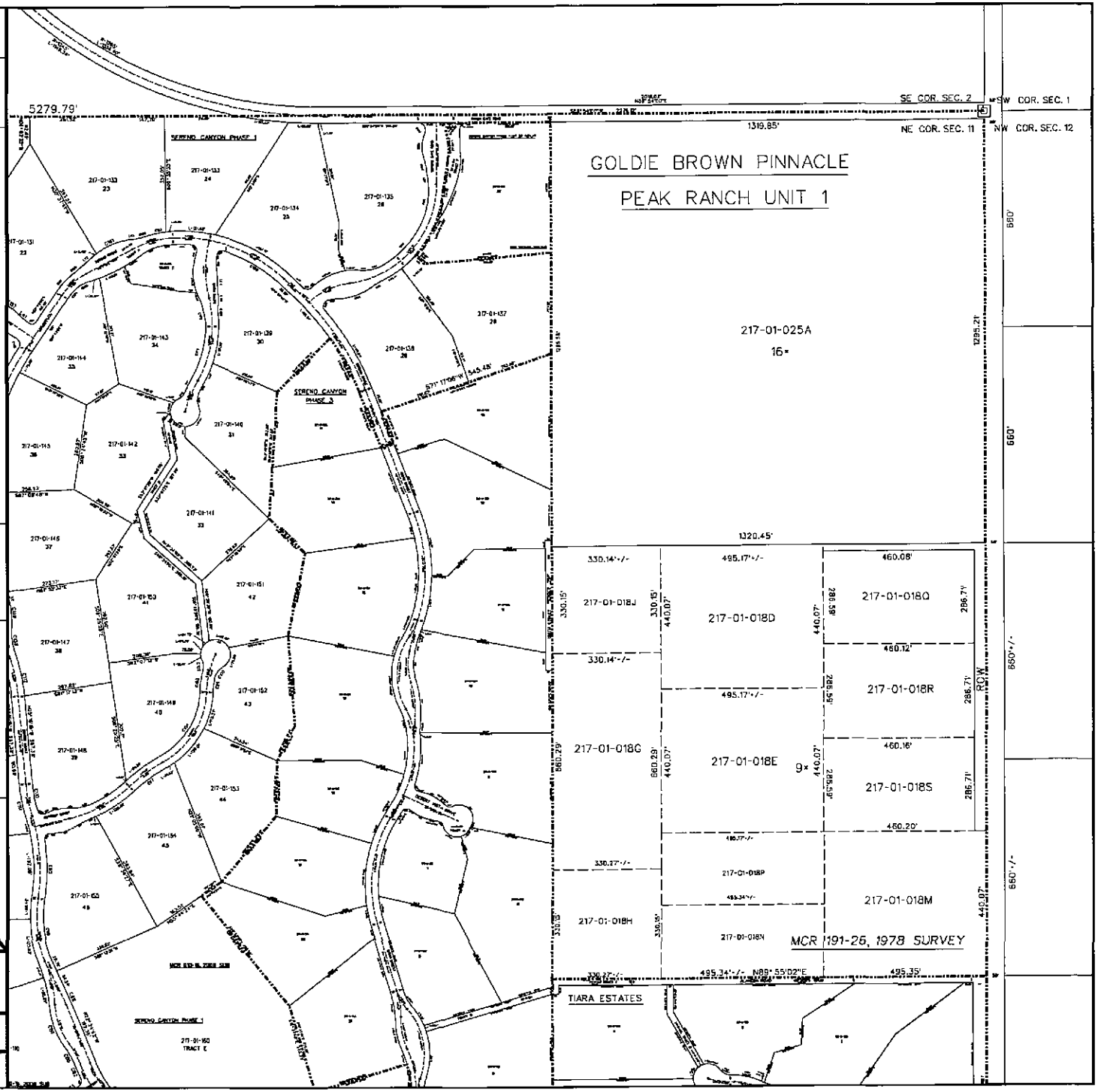
05-24-2011

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301 W. JEFFERSON ST.
PHOENIX, AZ 85003
www.maricopa.gov/assessor

LEGEND

Subdivision Boundary Line
Subdivision Boundary Corner
Street Centerline
Street Centerline Marker
Section Corner Marker
Indicates change in original lot boundary
Parcel Boundary Line
Parcel Split Line
Parcel Number
Parcel Boundary Tie-In
REVISION INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

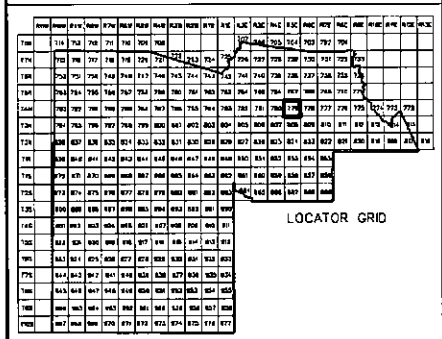
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MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

PT. SECTION 11 T04N R05E

MAP ID * 779 - 11 - 03 - 00
(SUBDIVISION & MAP/PLAT NUMBER · SECTION NUMBER · JURISDICTION NUMBER · MAP/PLAT NUMBER)

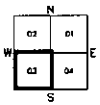


LOCATOR GRID

SECTION

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07	08	09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA

BOOK: 217	MAP: 01
BOOK: 217	MAP: 08
BOOK: 217	MAP: 09
BOOK: 217	MAP: 55

SUBDIVISIONS

SCALE: 1" = 200'



Maricopa County Assessor G.I.S.

08-31-2011

MARICOPA COUNTY ASSESSOR'S OFFICE
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PHOENIX, AZ 85003
www.maricopa.gov/assessor

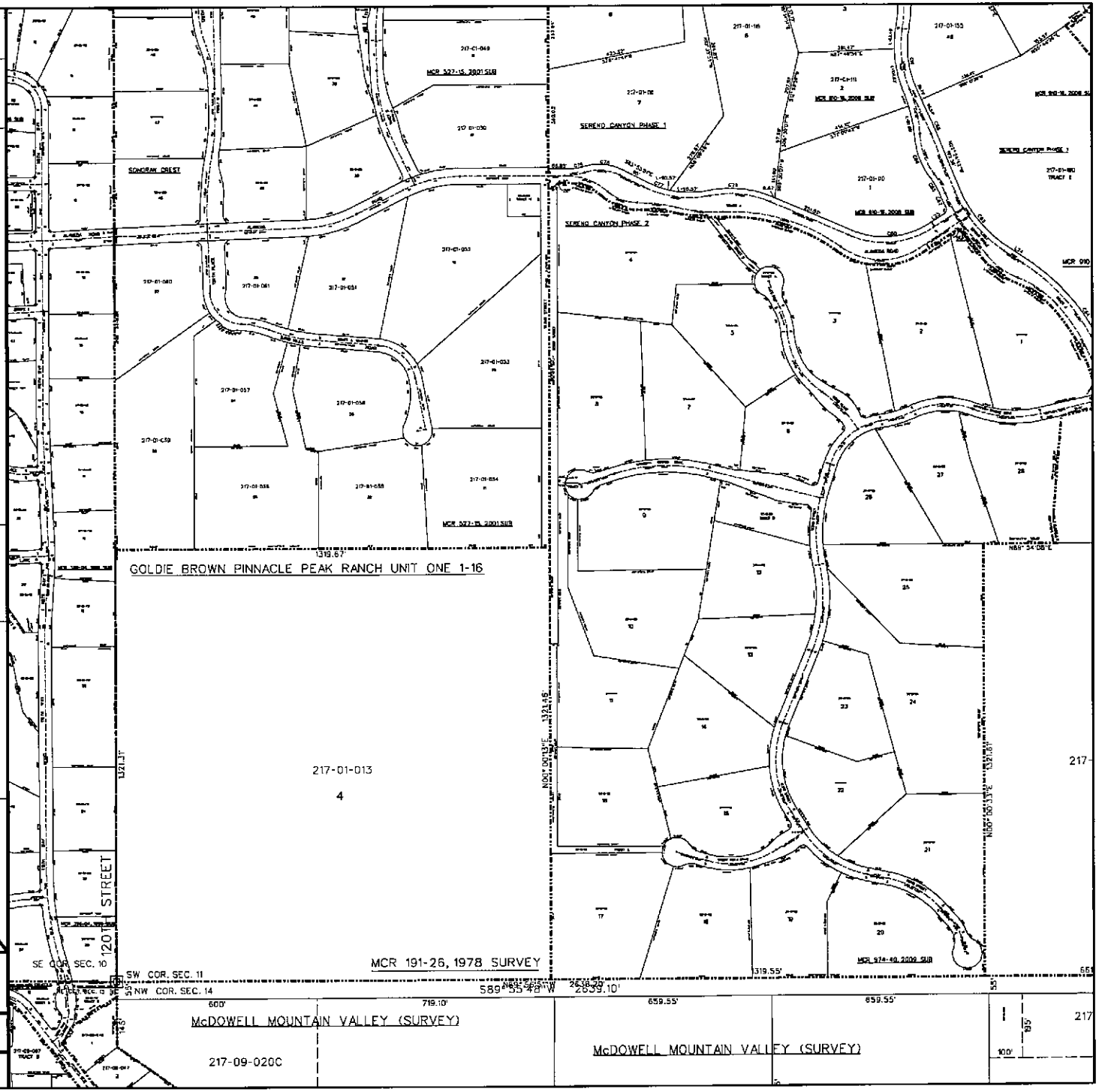
LEGEND

- Subdivision Boundary Line
- Subdivision Boundary Corner
- Street Centerline
- Street Centerline Monument
- Section Corner Marker
- Indicates change in original lot boundary
- Parcel Boundary Line
- Parcel Split Line
- 123-45-678A Parcel Number
- Z Parcel Boundary Tie-In

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MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

PT. SECTION 11 T04N R05E

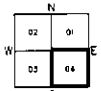
MAP ID • 779 - 11 - 04 - 02
(TOWNSHIP & RANGE MAP NUMBER · SECTION NUMBER · TOWNSHIP NUMBER · PARCEL NUMBER)

LOCATOR GRID

SECTION

06	05	04	03	02	01
07	08	09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA
BOOK: 217 MAP: 01

SUBDIVISIONS

SERENO CANYON PHASE 1
MCR 910-16, 2008 SUB
SERENO CANYON PHASE 2
MCR 974-40, 2009 SUB
SERENO CANYON PHASE 3
MCR 974-41, 2009 SUB

SCALE: 1" = 100'



Maricopa County Assessor G.I.S.

05-15-2009

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PHOENIX, AZ 85003
www.maricopa.gov/assessor

LEGEND:
- Subdivision Boundary Line
- Subdivision Boundary Corner
- Street Centerline
- Found Centerline Marker
- Section Corner Marker
- Indicates change in subdivision boundary
- Parcel Boundary Line
- Parcel Split Line
- 123-15-678A Parcel Number
- Z Parcel Boundary Tie-In

REVISION INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

Disclaimer - Indemnification

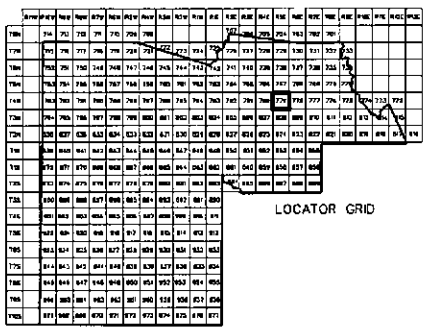
Requestor/Purchaser understands and agrees that Maricopa County does not guarantee the accuracy of the data and information presented and Requestor hereby waives any claim it may have to the fullest extent of law, and indemnifies, holds harmless and releases Maricopa County and its officers and employees from any and all liability or any kind arising out of Requestor's use of the data and information. The parcel lines and maps are for illustration purposes only and are not intended to be used as a survey product.

MCR 910-16, 2008 SUB
SERENO CANYON PHASE 1
217-01-160
TRACT E
MCR 910-16, 2008 SUB
TRACT H
TIARA E
ALAMEDA ROAD
MARICOPA ORANGE DRIVE
217-01-016H
217-01-016K
MCR 974-41, 2009 SJB
217-01-016F
217-01-011C
330.62'
S66° 19'36"W
N24° 24'42"W
192.36'
S18° 54'47"W 344.47'
N78° 05'27"W 314.5'
N89° 54'08"E
661.15'
S71° 55'32"E
102.12'
S87° 18'32"E 79.34'
N71° 43'28"E 86.65'

MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

SECTION 02 T04N R05E

MAP ID • 779 - 02 - 00 - 00
(1)TOWNSHIP & RANGE GRID NUMBER (2)SECTION NUMBER (3)SECTION NUMBER (4)LOCATION NUMBER

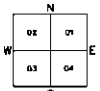


LOCATOR GRID

SECTION

06	05	04	03	02	01
07	08	09	10	11	12
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31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA

BOOK: 217	MAP: 01
BOOK: 217	MAP: 02
BOOK: 217	MAP: 04
BOOK: 217	MAP: 55
BOOK: 217	MAP: 57

SUBDIVISIONS

SCALE: 1" = 400'



Maricopa County Assessor G.I.S.

05-24-2011

MARICOPA COUNTY ASSESSOR'S OFFICE
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PHOENIX, AZ 85003
www.maricopa.gov/assessor

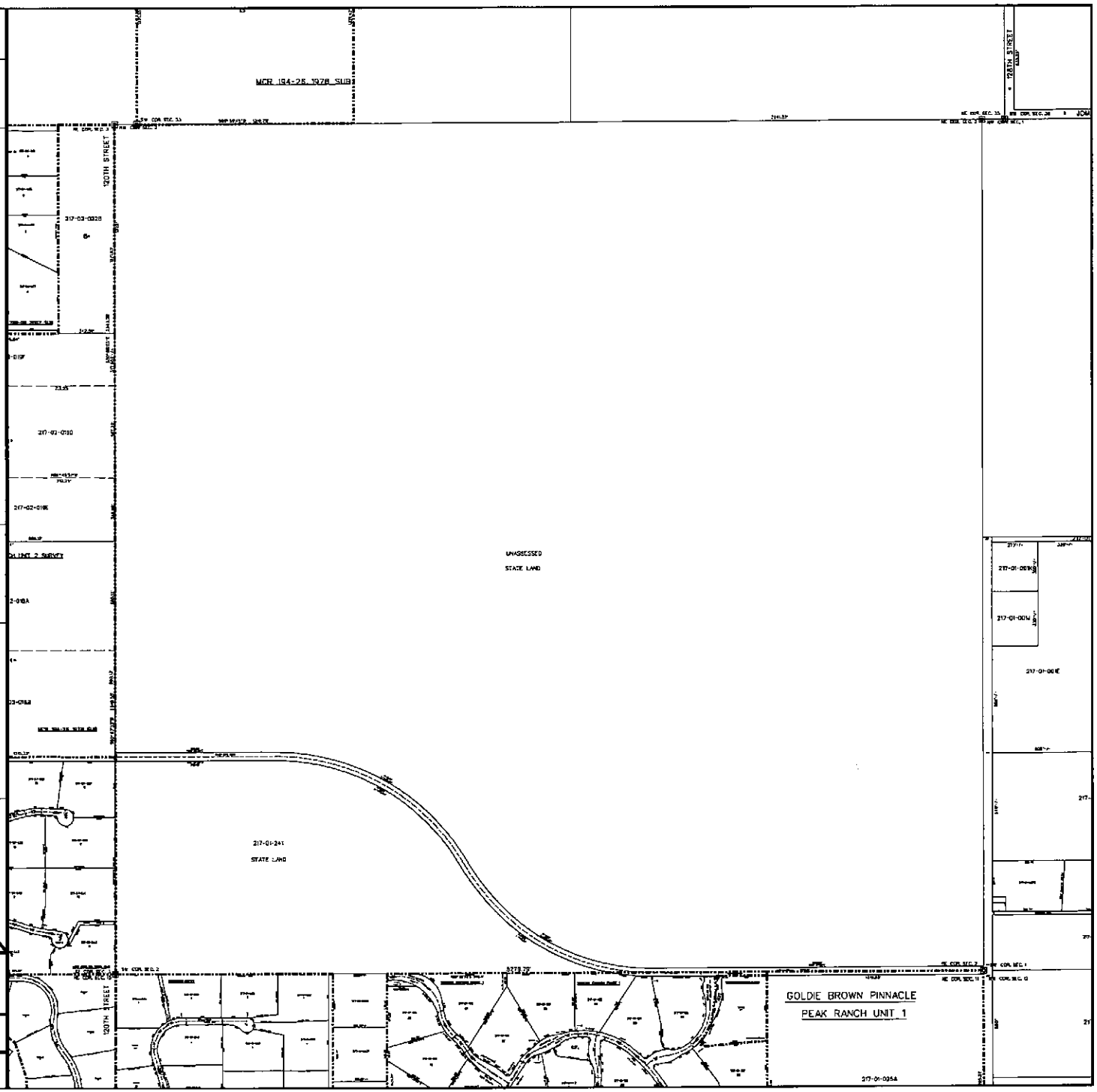
LEGEND:

- Subdivision Boundary Line
- Subdivision Boundary Corner
- Street Centerline
- Street Centerline Marker
- Section Corner Marker
- Indicates change in original boundary
- Parcel Boundary Line
- Parcel Split Line
- Parcel Number
- Parcel Boundary Point

REVISION INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

Disclaimer - Indemnification

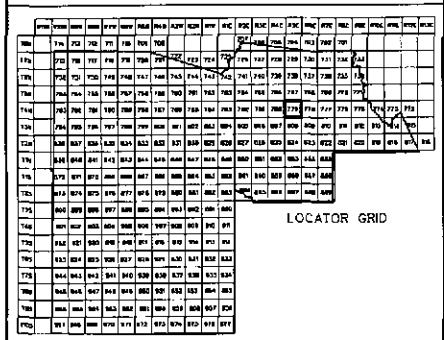
Requestor/Purchaser understands and agrees that Maricopa County does not guarantee the accuracy of the data and information requested and hereby expressly disclaims any responsibility for the truth, use or truth, validity, timeliness, accuracy, inaccuracy of any said data and information. The parcel lines on maps are for illustration purposes only and are not intended to be used as a survey product.



MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

PT. SECTION 11 T04N R05E

MAP ID = 779 - 11 - 04 - 03
(TOWNSHIP & RANGE, SECTION NUMBER, SUBSECTION NUMBER, MAP/SECTION NUMBER)

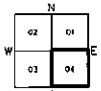


LOCATOR GRID

SECTION

06	05	04	03	02	01
07	08	09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA
BOOK: 217 MAP: 07
BOOK: 217 MAP: 09

SUBDIVISIONS

SERENO CANYON PHASE 2
MCR 974-40, 2009 SUB

SCALE: 1" = 100'



Maricopa County Assessor G.I.S.

05-15-2009

MARICOPA COUNTY ASSESSOR'S OFFICE
301 W. JEFFERSON ST.
PHOENIX, AZ 85003
www.maricopa.gov/assessor

LEGEND:

- Subdivision Boundary Line
- Subdivision Boundary Corner
- Street Centerline
- Street Centerline Marker
- Section Corner Marker
- Indicates change in neighbor boundary
- Parcel Boundary Line
- Parcel Split Line
- 123-45-678A Parcel Number
- Z Parcel Boundary Tie

REVISION INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

Disclaimer - Indemnification

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217-01-016H

217-01-016K

MCR 974-41, 2009 SUB

N89° 54'08"E 661.15'

102.12'
S71° 55'32"E

S87° 18'32"E 79.34'

N71° 43'28"E 96.65'

217-01-016F

217-01-011C

GOLDIE BROWN PINNA

PEAK RANCH

217-01-011A

217-01-011D

N00° 00'33"E 1321.61'

N00° 01'01"W 1315.22'

2 *

661.13'

661.13'

55'

N89° 57'03"W 2644.16'

S89° 53'14"W 2644.3

561.04'

661.04'

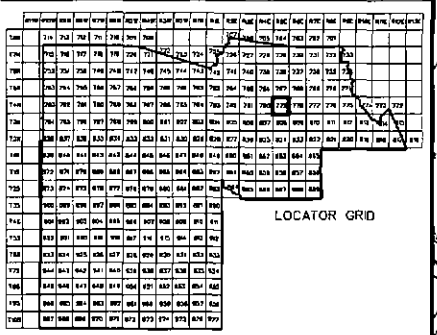
217-09-018G

35'

MARICOPA COUNTY
OFFICIAL PARCEL MAP
STATE OF ARIZONA

PT. SECTION 11 T04N R05E

MAP ID = 779 - 11 - 01 - 00
(TOWNSHIP & RANGE NUMBER · SECTION NUMBER · SUBSECTION NUMBER · 1/4 SECTION NUMBER)

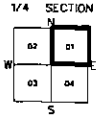


LOCATOR GRID

SECTION

06	05	04	03	02	01
07	08	09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION



1/4 1/4 SECTION



ASSESSOR BOOKS & MAPS WITHIN THIS AREA
BOOK: 217 MAP: 01

SUBDIVISIONS

SCALE: 1" = 200'

Maricopa County Assessor G.I.S.

05-24-2011

MARICOPA COUNTY ASSESSOR'S OFFICE
301 W. JEFFERSON ST.
PHOENIX, AZ 85003
www.maricopa.gov/assessor

LEGEND:

- Subdivision Boundary Line
- Subdivision Boundary Corner
- Street Centerline
- Street Centerline Marker
- Section Corner Marker
- Indicates change in jurisdictional boundary
- Parcel/Boundary Line
- Parcel/Split Line
- Parcel Number
- Z Parcel/Boundary Tie-In

REVISION INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

Disclaimer - Indemnification
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5279.79'

SE COR. SEC. 2

SW COR. SEC. 1

NE COR. SEC. 11

NW COR. SEC. 12

1319.65'

SERENO CANYON PHASE 1

SERENO CANYON PHASE 3

GOLDIE BROWN PINNACLE

PEAK RANCH UNIT 1

217-01-025A

16×

1320.45'

330.14'+/-

495.17'+/-

460.08'

217-01-018J

217-01-018D

217-01-018Q

330.15'

440.07'

286.59'

286.71'

460.12'

217-01-018R

ROW

217-01-018G

217-01-018E

9×

217-01-018S

460.16'

460.20'

330.27'+/-

217-01-018P

217-01-018H

217-01-018N

217-01-018M

130.15'

MCR 191-26, 1978 SURVEY

495.34'+/- N89°55'02"E 495.35'

TIARA ESTATES

660'

660'+/-

660'+/-

1295.21'

1320.45'

330.14'+/-

495.17'+/-

460.08'

217-01-018J

217-01-018D

217-01-018Q

330.15'

440.07'

286.59'

286.71'

460.12'

217-01-018R

ROW

217-01-018G

217-01-018E

9×

217-01-018S

460.16'

460.20'

330.27'+/-

217-01-018P

217-01-018H

217-01-018N

217-01-018M

130.15'

MCR 191-26, 1978 SURVEY

495.34'+/- N89°55'02"E 495.35'

TIARA ESTATES

660'

660'+/-

660'+/-

1295.21'

TITLEPOINT

Printed: 12/14/2011 8:32:56 AM UMST
Searched: 12/14/2011 7:26:00 AM
Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-011A1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-011A1							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
					11	4N	5E		

Described As: **THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT 1 MCR 1 91/26 PARCEL 2 W2 LOT/SECTION: 2 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:
City:
Billing Address: **1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s): **MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As: **Parcel 2 Map 191/26**
Tax ID 217-1 Parcel 11A

Use Code:	0004		Primary	Secondary	Conveyance Date: 12/10/2007
		Land AV:	46,960.00	46,960.00	Conveying Instrument: 071295872
VACANT UNDETERMINED RURAL NON-SUBDIVI		Imp. AV:			
		Land FCV:	293,500.00	293,500.00	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: 20
Zoning Code:		Tax Rate:	4.535 %	1.6119 %	Improvements:
School Districts		Tax Rate Area:		931400	Tax Defaulted:
Elem:	CAVE CREEK #93				Total Tax: 2,886.58
High:	UNIFIED				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,443.29**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,443.29**	**0.00**	**05/01/2012**	**UNPAID**		**1,443.29**
						1,443.29

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,443.29	**$1,443.29**	**$1,443.29**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

10-GP-2011/16-ZN-2011
3rd: 1/24/2012

TITLEPOINT

Printed: 12/14/2011 8:32:57 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-110 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-110 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**1**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 1 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24092 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 110**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**35,200.00**	**35,200.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**220,000.00**	**220,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,163.72**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,081.86**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,081.86**	**0.00**	**05/01/2012**	**UNPAID**		**1,081.86**
						1,081.86

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,081.86	**$1,081.86**	**$1,081.86**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:32:57 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-111 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-111 7							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
910	**16**		**2**		**11**	**4N**	**5E**	**NW**	
Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 2 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**							
Address:	**24190 N 124TH ST SCOTTSDALE 85255**							
City:								
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**							
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**							
Search As:	**Tax ID 217-1 Parcel 111**							

Use Code:	**0011**		Primary	Secondary	Conveyance Date:	**03/29/2007**
		Land AV:	**25,680.00**	**25,680.00**	Conveying Instrument:	**070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:				
		Land FCV:	**160,500.00**	**160,500.00**		
Region Code:		Imp. FCV:			**Square Footage**	
Flood Zone:		Exemptions:			Land:	**2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:	
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:	
Elem:	**CAVE CREEK #93**				Total Tax:	**1,578.54**
High:	**UNIFIED**					

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**789.27**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**789.27**	**0.00**	**05/01/2012**	**UNPAID**		**789.27**
						789.27

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$789.27	**$789.27**	**$789.27**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	**Department**	**Title Unit**	**Order No.**	**Date Created**
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:32:58 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-112 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-112 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		3		11	4N	5E	NW	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 3 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24288 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 112**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**25,760.00**	**25,760.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**161,000.00**	**161,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,583.44**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**791.72**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**791.72**	**0.00**	**05/01/2012**	**UNPAID**		**791.72**
						791.72

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$791.72	**$791.72**	**$791.72**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:32:58 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-113 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-113 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**4**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 4 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24386 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 113**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**26,480.00**	**26,480.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**165,500.00**	**165,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,627.68**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**813.84**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**813.84**	**0.00**	**05/01/2012**	**UNPAID**		**813.84**
						813.84

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$813.84	**$813.84**	**$813.84**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:32:58 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-114 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-114 9**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**5**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 5 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24484 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 114**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**26,320.00**	**26,320.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**164,500.00**	**164,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,617.86**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**808.93**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**808.93**	**0.00**	**05/01/2012**	**UNPAID**		**808.93**
						808.93

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$808.93	**$808.93**	**$808.93**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:32:59 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-115 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-115 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**6**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 6 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12283 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 115**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**47,200.00**	**47,200.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**295,000.00**	**295,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **5**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,901.34**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,450.67**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,450.67**	**0.00**	**05/01/2012**	**UNPAID**		**1,450.67**
						1,450.67

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,450.67	**$1,450.67**	**$1,450.67**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:32:59 AM UMST
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Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-116 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-116 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**7**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 7 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12551 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 116**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**42,800.00**	**42,800.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**267,500.00**	**267,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **4**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,630.86**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,315.43**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,315.43**	**0.00**	**05/01/2012**	**UNPAID**		**1,315.43**
						1,315.43

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,315.43	**$1,315.43**	**$1,315.43**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:00 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-117 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-117 1

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		8		11	4N	5E	NW	

Described As:	SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 8 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E
Address:	12219 E DESERT VISTA DR SCOTTSDALE 85255
City:	
Billing Address:	1751 W DIEHL RD A NAPERVILLE, IL 60563
Assessed Owner(s):	MCDOWELL MOUNTAIN BACK BOWL LLC
Search As:	Tax ID 217-1 Parcel 117

Use Code:	0011		Primary	Secondary	Conveyance Date: 03/29/2007
		Land AV:	29,680.00	29,680.00	Conveying Instrument: 070370697
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	185,500.00	185,500.00	
Region Code:		Imp. FCV:			Square Footage
Flood Zone:		Exemptions:			Land: 2
Zoning Code:		Tax Rate:	4.535 %	1.6119 %	Improvements:
School Districts		Tax Rate Area:		931400	Tax Defaulted:
Elem:	CAVE CREEK #93				Total Tax: 1,824.40
High:	UNIFIED				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	912.20	0.00	11/01/2011	PAID	09/22/2011	0.00
2nd	912.20	0.00	05/01/2012	UNPAID		912.20
						912.20

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$912.20	$912.20	$912.20

Imp Dist	Back Taxes
0	0

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

*** END OF REPORT ***

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-118 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-118 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		9		11	4N	5E	NW	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 9 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12218 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 118**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**30,240.00**	**30,240.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**189,000.00**	**189,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,858.82**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**929.41**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**929.41**	**0.00**	**05/01/2012**	**UNPAID**		**929.41**
						929.41

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$929.41	**$929.41**	**$929.41**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:00 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-119 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-119 5**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		10		11	4N	5E	NW	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 10 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12250 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**29068 N 108TH ST SCOTTSDALE, AZ 85262**
Assessed Owner(s):	**POPPER, RICHARD S**
Search As:	**Tax ID 217-1 Parcel 119**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/28/2008**
		Land AV:	**32,080.00**	**32,080.00**	Conveying Instrument: **080178391**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**200,500.00**	**200,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,971.90**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**985.95**	**26.29**	**11/01/2011**	**NOT PAID-DELINQUENT**		**1,012.24**
2nd	**985.95**	**0.00**	**05/01/2012**	**UNPAID**		**985.95**
						1,998.19

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$2,011.34	**$2,024.48**	**$2,037.63**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

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Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-120 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-120 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		11		11	4N	5E	NW	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 11 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24560 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 120**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**28,080.00**	**28,080.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**175,500.00**	**175,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,726.04**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**863.02**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**863.02**	**0.00**	**05/01/2012**	**UNPAID**		**863.02**
						863.02

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$863.02	**$863.02**	**$863.02**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-121 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-121 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		12		11	4N	5E	NW	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 12 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24594 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 121**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**35,200.00**	**35,200.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**220,000.00**	**220,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,163.72**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,081.86**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,081.86**	**0.00**	**05/01/2012**	**UNPAID**		**1,081.86**
						1,081.86

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,081.86	**$1,081.86**	**$1,081.86**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:02 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-122 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-122 1							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
910	**16**		**13**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 13 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24643 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 122**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**27,520.00**	**27,520.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**172,000.00**	**172,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,691.64**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**845.82**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**845.82**	**0.00**	**05/01/2012**	**UNPAID**		**845.82**
						845.82

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$845.82	**$845.82**	**$845.82**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:02 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-123 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-123 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**14**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 14 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24587 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 123**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**30,320.00**	**30,320.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**189,500.00**	**189,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,863.74**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**931.87**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**931.87**	**0.00**	**05/01/2012**	**UNPAID**		**931.87**
						931.87

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$931.87	**$931.87**	**$931.87**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:03 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-124 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-124 5							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
910	**16**		**15**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 15 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24678 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 124**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**25,520.00**	**25,520.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**159,500.00**	**159,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,568.68**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**784.34**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**784.34**	**0.00**	**05/01/2012**	**UNPAID**		**784.34**
						784.34

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$784.34	**$784.34**	**$784.34**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:03 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-125 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-125 2							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
910	**16**		**16**		**11**	**4N**	**5E**	**NW**	
Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 16 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**							
Address:	**24776 N 124TH ST SCOTTSDALE 85255**							
City:								
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**							
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**							
Search As:	**Tax ID 217-1 Parcel 125**							

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**28,800.00**	**28,800.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**180,000.00**	**180,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,770.28**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**885.14**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**885.14**	**0.00**	**05/01/2012**	**UNPAID**		**885.14**
						885.14

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$885.14	**$885.14**	**$885.14**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	**Department**	**Title Unit**	**Order No.**	**Date Created**
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:04 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-126 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-126 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**17**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 17 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24824 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 126**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**32,640.00**	**32,640.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**204,000.00**	**204,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,006.34**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,003.17**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,003.17**	**0.00**	**05/01/2012**	**UNPAID**		**1,003.17**
						1,003.17

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,003.17	**$1,003.17**	**$1,003.17**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:05 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-127 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-127 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**18**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 18 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12379 E LA JUNTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 127**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**23,680.00**	**23,680.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**148,000.00**	**148,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,455.60**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**727.80**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**727.80**	**0.00**	**05/01/2012**	**UNPAID**		**727.80**
						727.80

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$727.80	**$727.80**	**$727.80**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:05 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-128 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-128 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		19		11	4N	5E	NW	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 19 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12331 E LA JUNTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 128**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**31,360.00**	**31,360.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**196,000.00**	**196,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,927.66**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**963.83**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**963.83**	**0.00**	**05/01/2012**	**UNPAID**		**963.83**
						963.83

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$963.83	**$963.83**	**$963.83**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:06 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-129 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-129 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**20**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 20 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12283 E LA JUNTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 129**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**28,560.00**	**28,560.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**178,500.00**	**178,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,755.56**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**877.78**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**877.78**	**0.00**	**05/01/2012**	**UNPAID**		**877.78**
						877.78

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$877.78	**$877.78**	**$877.78**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:06 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-130 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-130 2						
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
910	**16**		**21**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 21 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12330 E LA JUNTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 130**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**34,080.00**	**34,080.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**213,000.00**	**213,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,094.84**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,047.42**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,047.42**	**0.00**	**05/01/2012**	**UNPAID**		**1,047.42**
						1,047.42

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,047.42	**$1,047.42**	**$1,047.42**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	**Department**	**Title Unit**	**Order No.**	**Date Created**
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:07 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-131 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-131 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**22**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 22 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12378 E LA JUNTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 131**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**32,960.00**	**32,960.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**206,000.00**	**206,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,026.00**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,013.00**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,013.00**	**0.00**	**05/01/2012**	**UNPAID**		**1,013.00**
						1,013.00

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,013.00	**$1,013.00**	**$1,013.00**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:07 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-132 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-132 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		23		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 23 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24888 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 132**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**34,640.00**	**34,640.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**216,500.00**	**216,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,129.28**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,064.64**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,064.64**	**0.00**	**05/01/2012**	**UNPAID**		**1,064.64**
						1,064.64

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,064.64	**$1,064.64**	**$1,064.64**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:08 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-133 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-133 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**24**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 24 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24912 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 133**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**28,480.00**	**28,480.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**178,000.00**	**178,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,750.64**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**875.32**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**875.32**	**0.00**	**05/01/2012**	**UNPAID**		**875.32**
						875.32

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$875.32	**$875.32**	**$875.32**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:09 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-134 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-134 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**25**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 25 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24936 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 134**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**31,680.00**	**31,680.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**198,000.00**	**198,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,947.32**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**973.66**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**973.66**	**0.00**	**05/01/2012**	**UNPAID**		**973.66**
						973.66

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$973.66	**$973.66**	**$973.66**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:09 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-135 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-135 9**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**26**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 26 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24984 N 125TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 135**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**32,400.00**	**32,400.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**202,500.00**	**202,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,991.60**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**995.80**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**995.80**	**0.00**	**05/01/2012**	**UNPAID**		**995.80**
						995.80

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$995.80	**$995.80**	**$995.80**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:10 AM UMST
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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-136 6
Tax Year:

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-136 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		27		11	4N	5E	NE	

Described As:	
Address:	**24985 N 125TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 136**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:			Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:			
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **0.00**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
						0.00

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010
Chicago Title	2160-PHOENIX OPS	01	CT0810894	09/30/2008

***** END OF REPORT *****

TITLEPOINT

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Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-137 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-137 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**28**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE I MCR 910-16 LOT/SECTION: 28 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24887 N 125TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 137**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**32,560.00**	**32,560.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**203,500.00**	**203,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **2,001.44**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**1,000.72**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**1,000.72**	**0.00**	**05/01/2012**	**UNPAID**		**1,000.72**
						1,000.72

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$1,000.72	**$1,000.72**	**$1,000.72**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:11 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-138 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-138 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**29**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 29 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24838 N 125TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 138**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**30,000.00**	**30,000.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**187,500.00**	**187,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,844.08**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**922.04**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**922.04**	**0.00**	**05/01/2012**	**UNPAID**		**922.04**
						922.04

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$922.04	**$922.04**	**$922.04**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:11 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-139 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-139 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		30		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 30 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24885 N 124TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**25010 WHITE CREEK SAN ANTONIO, TX 78255**
Assessed Owner(s):	**MOORE, NAT; MOORE, BETTY**
Search As:	**Tax ID 217-1 Parcel 139**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **09/24/2007**
		Land AV:	**27,920.00**	**27,920.00**	Conveying Instrument: **071053356**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**174,500.00**	**174,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,716.24**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**858.12**	**0.00**	**11/01/2011**	**PAID**	**11/30/2011**	**0.00**
2nd	**858.12**	**0.00**	**05/01/2012**	**PAID**	**11/30/2011**	**0.00**
						0.00

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$0.00	**$0.00**	**$0.00**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

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TITLEPOINT

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-140 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-140 9**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**31**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 31 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24787 N 124TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 140**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**25,040.00**	**25,040.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**156,500.00**	**156,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,539.18**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**769.59**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**769.59**	**0.00**	**05/01/2012**	**UNPAID**		**769.59**
						769.59

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$769.59	**$769.59**	**$769.59**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

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Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-141 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-141 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		32		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 32 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24688 N 124TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**16054 E TOMBSTONE AVE FOUNTAIN HILLS, AZ 85268**
Assessed Owner(s):	**SERENO 32 LLC**
Search As:	**Tax ID 217-1 Parcel 141**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **10/25/2007**
		Land AV:	**27,040.00**	**27,040.00**	Conveying Instrument: **071159113**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**169,000.00**	**169,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,662.14**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**831.07**	**0.00**	**11/01/2011**	**PAID**	**10/26/2011**	**0.00**
2nd	**831.07**	**0.00**	**05/01/2012**	**PAID**	**10/26/2011**	**0.00**
						0.00

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$0.00	**$0.00**	**$0.00**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:13 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-142 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-142 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		33		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 33 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24786 N 124TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 142**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**26,880.00**	**26,880.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**168,000.00**	**168,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,652.28**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**826.14**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**826.14**	**0.00**	**05/01/2012**	**UNPAID**		**826.14**
						826.14

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$826.14	**$826.14**	**$826.14**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:14 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-143 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-143 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**34**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 34 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24884 N 124TH PL SCOTTSDALE 85255**
City:	
Billing Address:	**7500 E PINNACLE PEAK RD BLDG G-120 SCOTTSDALE, AZ 85255**
Assessed Owner(s):	**FISHER, THOMAS E**
Search As:	**Tax ID 217-1 Parcel 143**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **09/18/2007**
		Land AV:	**27,600.00**	**27,600.00**	Conveying Instrument: **071033364**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**172,500.00**	**172,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,696.54**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**848.27**	**0.00**	**11/01/2011**	**PAID**	**10/31/2011**	**0.00**
2nd	**848.27**	**0.00**	**05/01/2012**	**UNPAID**		**848.27**
						848.27

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$848.27	**$848.27**	**$848.27**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:14 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-144 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-144 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**35**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 35 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24875 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 144**

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**22,720.00**	**22,720.00**	Conveyance Date: **03/29/2007**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **070370697**
Region Code:		Land FCV:	**142,000.00**	**142,000.00**	
Flood Zone:		Imp. FCV:			**Square Footage**
Zoning Code:		Exemptions:			Land: **2**
		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,396.58**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**698.29**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**698.29**	**0.00**	**05/01/2012**	**UNPAID**		**698.29**
						698.29

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$698.29	**$698.29**	**$698.29**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:15 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-145 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-145 5**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**36**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 36 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24777 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 145**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**25,760.00**	**25,760.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**161,000.00**	**161,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,583.44**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**791.72**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**791.72**	**0.00**	**05/01/2012**	**UNPAID**		**791.72**
						791.72

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$791.72	**$791.72**	**$791.72**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:15 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-146 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-146 2**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		37		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 37 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24679 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**15093 NORMANDY WOODS WINFIELD, IL 60190**
Assessed Owner(s):	**BIRUTIS, ANDRIUS; BIRUTIS, DEBORAH A**
Search As:	**Tax ID 217-1 Parcel 146**

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**29,360.00**	**29,360.00**	Conveyance Date: **09/10/2010**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **100783249**
Region Code:		Land FCV:	**183,500.00**	**183,500.00**	
Flood Zone:		Imp. FCV:			**Square Footage**
Zoning Code:		Exemptions:			Land: **2**
		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,804.70**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**902.35**	**0.00**	**11/01/2011**	**PAID**	**09/16/2011**	**0.00**
2nd	**902.35**	**0.00**	**05/01/2012**	**PAID**	**09/16/2011**	**0.00**
						0.00

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$0.00	**$0.00**	**$0.00**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:16 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-147 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-147 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**38**		**11**	**4N**	**5E**	**NW**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 38 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24581 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 147**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**27,040.00**	**27,040.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**169,000.00**	**169,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,662.14**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**831.07**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**831.07**	**0.00**	**05/01/2012**	**UNPAID**		**831.07**
						831.07

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$831.07	**$831.07**	**$831.07**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:17 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-148 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-148 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**39**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 39 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24483 N 124TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 148**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**28,640.00**	**28,640.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**179,000.00**	**179,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,760.48**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**880.24**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**880.24**	**0.00**	**05/01/2012**	**UNPAID**		**880.24**
						880.24

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$880.24	**$880.24**	**$880.24**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:17 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-149 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-149 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		40		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 40 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12440 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 149**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**24,400.00**	**24,400.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**152,500.00**	**152,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,499.86**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**749.93**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**749.93**	**0.00**	**05/01/2012**	**UNPAID**		**749.93**
						749.93

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$749.93	**$749.93**	**$749.93**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:18 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-150 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-150 5**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**41**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 41 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12458 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**16054 E TOMBSTONE AVE FOUNTAIN HILLS, AZ 85268**
Assessed Owner(s):	**SERENO 41 LLC**
Search As:	**Tax ID 217-1 Parcel 150**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **10/25/2007**
		Land AV:	**28,480.00**	**28,480.00**	Conveying Instrument: **071159111**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**178,000.00**	**178,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,750.64**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**875.32**	**0.00**	**11/01/2011**	**PAID**	**10/17/2011**	**0.00**
2nd	**875.32**	**0.00**	**05/01/2012**	**PAID**	**10/26/2011**	**0.00**
						0.00

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$0.00	**$0.00**	**$0.00**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:19 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-151 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-151 2**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		42		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 42 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12477 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**11638 E FOUR PEAKS RD SCOTTSDALE, AZ 85262**
Assessed Owner(s):	**CORN INVESTMENTS LLC**
Search As:	**Tax ID 217-1 Parcel 151**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **07/25/2007**
		Land AV:	**26,320.00**	**26,320.00**	Conveying Instrument: **070844371**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**164,500.00**	**164,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,617.86**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**808.93**	**0.00**	**11/01/2011**	**PAID**	**10/27/2011**	**0.00**
2nd	**808.93**	**0.00**	**05/01/2012**	**UNPAID**		**808.93**
						808.93

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$808.93	**$808.93**	**$808.93**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:19 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-152 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-152 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	**16**		**43**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 43 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12459 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**4115 E PULLMAN RD CAVE CREEK, AZ 85331**
Assessed Owner(s):	**OUTCROP COURT LLC**
Search As:	**Tax ID 217-1 Parcel 152**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **10/15/2007**
		Land AV:	**24,080.00**	**24,080.00**	Conveying Instrument: **071120955**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**150,500.00**	**150,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,480.16**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**740.08**	**0.00**	**11/01/2011**	**PAID**	**10/11/2011**	**0.00**
2nd	**740.08**	**0.00**	**05/01/2012**	**PAID**	**10/11/2011**	**0.00**
						0.00

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$0.00	**$0.00**	**$0.00**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:20 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-153 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-153 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		44		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 44 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12441 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**7500 E PINNACLE PEAK RD BLDG G SCOTTSDALE, AZ 85255**
Assessed Owner(s):	**PATOCA LLC**
Search As:	**Tax ID 217-1 Parcel 153**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **11/13/2008**
		Land AV:	**26,800.00**	**26,800.00**	Conveying Instrument: **080975199**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**167,500.00**	**167,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,647.36**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**823.68**	**0.00**	**11/01/2011**	**PAID**	**10/31/2011**	**0.00**
2nd	**823.68**	**0.00**	**05/01/2012**	**UNPAID**		**823.68**
						823.68

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$823.68	**$823.68**	**$823.68**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:20 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-154 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-154 4							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
910	**16**		**45**		**11**	**4N**	**5E**	**NE**	
Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 45 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**							
Address:	**12423 E DESERT VISTA DR SCOTTSDALE 85255**							
City:								
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**							
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**							
Search As:	**Tax ID 217-1 Parcel 154**							

Use Code:	**0011**		Primary	Secondary	Conveyance Date:	**03/29/2007**
		Land AV:	**29,360.00**	**29,360.00**	Conveying Instrument:	**070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:				
		Land FCV:	**183,500.00**	**183,500.00**		
Region Code:		Imp. FCV:			**Square Footage**	
Flood Zone:		Exemptions:			Land:	**2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:	
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:	
Elem:	**CAVE CREEK #93**				Total Tax:	**1,804.70**
High:	**UNIFIED**					

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**902.35**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**902.35**	**0.00**	**05/01/2012**	**UNPAID**		**902.35**
						902.35

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$902.35	**$902.35**	**$902.35**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	**Department**	**Title Unit**	**Order No.**	**Date Created**
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:21 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-155 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-155 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
910	16		46		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 1 MCR 910-16 LOT/SECTION: 46 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12405 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 155**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **03/29/2007**
		Land AV:	**29,520.00**	**29,520.00**	Conveying Instrument: **070370697**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**184,500.00**	**184,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **1,814.56**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**907.28**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**907.28**	**0.00**	**05/01/2012**	**UNPAID**		**907.28**
						907.28

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$907.28	**$907.28**	**$907.28**

Imp Dist	Back Taxes
0	**0**

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Chicago Title	2160-PHOENIX OPS	01	CT1012652	01/12/2010

***** END OF REPORT *****

Printed: 12/14/2011 8:33:22 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-161 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-161 9**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		1		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 1 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12392 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 161**

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**4,800.00**	**4,800.00**	Conveyance Date: **02/25/2008**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **080162328**
Region Code:		Land FCV:	**30,000.00**	**30,000.00**	
Flood Zone:		Imp. FCV:			**Square Footage**
Zoning Code:		Exemptions:			Land: **3**
		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **295.04**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**147.52**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**147.52**	**0.00**	**05/01/2012**	**UNPAID**		**147.52**
						147.52

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$147.52	**$147.52**	**$147.52**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:22 AM UMST
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Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-162 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-162 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		2		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 2 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12348 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 162**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,120.00**	**5,120.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**32,000.00**	**32,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **314.72**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**157.36**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**157.36**	**0.00**	**05/01/2012**	**UNPAID**		**157.36**
						157.36

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$157.36	**$157.36**	**$157.36**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-163 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-163 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		3		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 3 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12304 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 163**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,680.00**	**5,680.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**35,500.00**	**35,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **349.16**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**174.58**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**174.58**	**0.00**	**05/01/2012**	**UNPAID**		**174.58**
						174.58

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$174.58	**$174.58**	**$174.58**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-164 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-164 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		4		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 4 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24020 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 164**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**6,560.00**	**6,560.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**41,000.00**	**41,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **4**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **403.24**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**201.62**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**201.62**	**0.00**	**05/01/2012**	**UNPAID**		**201.62**
						201.62

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$201.62	**$201.62**	**$201.62**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:24 AM UMST
Searched: 12/14/2011 7:26:00 AM
Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-165 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-165 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		5		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 5 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23962 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 165**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,520.00**	**3,520.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**22,000.00**	**22,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **216.38**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**108.19**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**108.19**	**0.00**	**05/01/2012**	**UNPAID**		**108.19**
						108.19

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$108.19	**$108.19**	**$108.19**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

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Searched: 12/14/2011 7:26:00 AM

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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-166 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-166 5**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		6		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 6 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23904 N 123RD PL SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 166**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**2,720.00**	**2,720.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**17,000.00**	**17,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **167.20**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**83.60**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**83.60**	**0.00**	**05/01/2012**	**UNPAID**		**83.60**
						83.60

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$83.60	**$83.60**	**$83.60**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

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Searched: 12/14/2011 7:26:00 AM

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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-167 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-167 2							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**40**		**7**		**11**	**4N**	**5E**	**SW**	
Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 7 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**							
Address:	**12262 E MARIPOSA GRANDE DR SCOTTSDALE 85255**							
City:								
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**							
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**							
Search As:	**Tax ID 217-1 Parcel 167**							

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**4,080.00**	**4,080.00**	Conveyance Date: **02/25/2008**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **080162328**
		Land FCV:	**25,500.00**	**25,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **250.78**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**125.39**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**125.39**	**0.00**	**05/01/2012**	**UNPAID**		**125.39**
						125.39

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$125.39	**$125.39**	**$125.39**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:26 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-168 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-168 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		8		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 8 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12204 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 168**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,800.00**	**4,800.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**30,000.00**	**30,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **295.04**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**147.52**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**147.52**	**0.00**	**05/01/2012**	**UNPAID**		**147.52**
						147.52

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$147.52	**$147.52**	**$147.52**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:26 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-169 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-169 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		9		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 9 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12269 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 169**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,400.00**	**4,400.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**27,500.00**	**27,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **270.48**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**135.24**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**135.24**	**0.00**	**05/01/2012**	**UNPAID**		**135.24**
						135.24

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$135.24	**$135.24**	**$135.24**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:27 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-170 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-170 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		10		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 10 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12237 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 170**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,240.00**	**4,240.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**26,500.00**	**26,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **260.62**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**130.31**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**130.31**	**0.00**	**05/01/2012**	**UNPAID**		**130.31**
						130.31

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$130.31	**$130.31**	**$130.31**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:28 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-171 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-171 5**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**40**		**11**		**11**	**4N**	**5E**	**SW**	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 11 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12205 E MARIPOSA GRANDE DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 171**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,400.00**	**4,400.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**27,500.00**	**27,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **270.48**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**135.24**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**135.24**	**0.00**	**05/01/2012**	**UNPAID**		**135.24**
						135.24

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$135.24	**$135.24**	**$135.24**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:28 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-172 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-172 2**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		12		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 12 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23752 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 172**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,360.00**	**3,360.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**21,000.00**	**21,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **206.54**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**103.27**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**103.27**	**0.00**	**05/01/2012**	**UNPAID**		**103.27**
						103.27

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$103.27	**$103.27**	**$103.27**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:29 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-173 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-173 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**40**		**13**		**11**	**4N**	**5E**	**SW**	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 13 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23704 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 173**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,040.00**	**3,040.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**19,000.00**	**19,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **186.88**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**93.44**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**93.44**	**0.00**	**05/01/2012**	**UNPAID**		**93.44**
						93.44

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$93.44	**$93.44**	**$93.44**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:30 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-174 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-174 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		14		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 14 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23656 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 174**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,440.00**	**3,440.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**21,500.00**	**21,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **211.46**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**105.73**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**105.73**	**0.00**	**05/01/2012**	**UNPAID**		**105.73**
						105.73

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$105.73	**$105.73**	**$105.73**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:30 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-175 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-175 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**40**		**15**		**11**	**4N**	**5E**	**SW**	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 15 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23608 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 175**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**2,960.00**	**2,960.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**18,500.00**	**18,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **181.94**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**90.97**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**90.97**	**0.00**	**05/01/2012**	**UNPAID**		**90.97**
						90.97

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$90.97	**$90.97**	**$90.97**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:31 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-176 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-176 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		16		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 16 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12206 E TROON VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 176**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,520.00**	**3,520.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**22,000.00**	**22,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **216.38**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**108.19**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**108.19**	**0.00**	**05/01/2012**	**UNPAID**		**108.19**
						108.19

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$108.19	**$108.19**	**$108.19**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:32 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-177 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-177 9**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**40**		**17**		**11**	**4N**	**5E**	**SW**	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 17 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12207 E TROON VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 177**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,640.00**	**4,640.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**29,000.00**	**29,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **285.22**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**142.61**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**142.61**	**0.00**	**05/01/2012**	**UNPAID**		**142.61**
						142.61

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$142.61	**$142.61**	**$142.61**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:32 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-178 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-178 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		18		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 18 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12239 E TROON VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 178**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,760.00**	**3,760.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**23,500.00**	**23,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **231.14**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**115.57**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**115.57**	**0.00**	**05/01/2012**	**UNPAID**		**115.57**
						115.57

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$115.57	**$115.57**	**$115.57**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:33 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-179 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-179 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		19		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 19 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12271 E TROON VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 179**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,440.00**	**3,440.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**21,500.00**	**21,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **211.46**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**105.73**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**105.73**	**0.00**	**05/01/2012**	**UNPAID**		**105.73**
						105.73

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$105.73	**$105.73**	**$105.73**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:33 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-180 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-180 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		20		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 20 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23556 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 180**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,000.00**	**4,000.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**25,000.00**	**25,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **245.88**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**122.94**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**122.94**	**0.00**	**05/01/2012**	**UNPAID**		**122.94**
						122.94

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$122.94	**$122.94**	**$122.94**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:34 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-181 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-181 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		21		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 21 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23555 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 181**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,320.00**	**4,320.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**27,000.00**	**27,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **265.54**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**132.77**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**132.77**	**0.00**	**05/01/2012**	**UNPAID**		**132.77**
						132.77

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$132.77	**$132.77**	**$132.77**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:35 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-182 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-182 9**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		22		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 22 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23603 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 182**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,280.00**	**3,280.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**20,500.00**	**20,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **201.62**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**100.81**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**100.81**	**0.00**	**05/01/2012**	**UNPAID**		**100.81**
						100.81

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$100.81	**$100.81**	**$100.81**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

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Searched: 12/14/2011 7:26:00 AM

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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-183 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-183 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		23		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 23 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23651 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 183**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**2,880.00**	**2,880.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**18,000.00**	**18,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **177.02**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**88.51**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**88.51**	**0.00**	**05/01/2012**	**UNPAID**		**88.51**
						88.51

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$88.51	**$88.51**	**$88.51**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-184 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-184 3
Described As:	SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 24 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E
Address:	23699 N 123RD ST SCOTTSDALE 85255
City:	
Billing Address:	1751 W DIEHL RD A NAPERVILLE, IL 60563
Assessed Owner(s):	MCDOWELL MOUNTAIN BACK BOWL LLC
Search As:	Tax ID 217-1 Parcel 184

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		24		11	4N	5E	SW	

Use Code:	0011		Primary	Secondary	Conveyance Date: 02/25/2008
		Land AV:	6,080.00	6,080.00	Conveying Instrument: 080162328
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	38,000.00	38,000.00	
Region Code:		Imp. FCV:			Square Footage
Flood Zone:		Exemptions:			Land: 4
Zoning Code:		Tax Rate:	4.535 %	1.6119 %	Improvements:
School Districts		Tax Rate Area:		931400	Tax Defaulted:
Elem:	CAVE CREEK #93				Total Tax: 373.72
High:	UNIFIED				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	186.86	0.00	11/01/2011	PAID	09/22/2011	0.00
2nd	186.86	0.00	05/01/2012	UNPAID		186.86
						186.86

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$186.86	$186.86	$186.86

Imp Dist	Back Taxes
0	0

*** END OF REPORT ***

TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-185 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-185 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		25		11	4N	5E	SW	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 25 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23747 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 185**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,480.00**	**4,480.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**28,000.00**	**28,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **275.38**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**137.69**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**137.69**	**0.00**	**05/01/2012**	**UNPAID**		**137.69**
						137.69

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$137.69	**$137.69**	**$137.69**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:37 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-186 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-186 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**40**		**26**		**11**	**4N**	**5E**	**SW**	

Described As:	**SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 26 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23845 N 123RD ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 186**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,120.00**	**3,120.00**	Conveying Instrument: **080162328**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**19,500.00**	**19,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **191.78**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**95.89**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**95.89**	**0.00**	**05/01/2012**	**UNPAID**		**95.89**
						95.89

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$95.89	**$95.89**	**$95.89**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:38 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-187 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-187 5
Described As:	SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 27 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E
Address:	12349 E MARIPOSA GRANDE DR SCOTTSDALE 85255
City:	
Billing Address:	1751 W DIEHL RD A NAPERVILLE, IL 60563
Assessed Owner(s):	MCDOWELL MOUNTAIN BACK BOWL LLC
Search As:	Tax ID 217-1 Parcel 187

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		27		11	4N	5E	SW	

		Primary	Secondary		
Use Code:	0011	Land AV:	3,280.00	3,280.00	Conveyance Date: 02/25/2008
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: 080162328
		Land FCV:	20,500.00	20,500.00	
Region Code:		Imp. FCV:			Square Footage
Flood Zone:		Exemptions:			Land: 2
Zoning Code:		Tax Rate:	4.535 %	1.6119 %	Improvements:
School Districts		Tax Rate Area:		931400	Tax Defaulted:
Elem:	CAVE CREEK #93				Total Tax: 201.62
High:	UNIFIED				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	100.81	0.00	11/01/2011	PAID	09/22/2011	0.00
2nd	100.81	0.00	05/01/2012	UNPAID		100.81
						100.81

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$100.81	$100.81	$100.81

Imp Dist	Back Taxes
0	0

*** END OF REPORT ***

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Searched: 12/14/2011 7:26:00 AM

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Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-188 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-188 2
Described As:	SERENO CANYON PHASE 2 MCR 974-40 LOT/SECTION: 28 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E
Address:	12393 E MARIPOSA GRANDE DR SCOTTSDALE 85255
City:	
Billing Address:	1751 W DIEHL RD A NAPERVILLE, IL 60563
Assessed Owner(s):	MCDOWELL MOUNTAIN BACK BOWL LLC
Search As:	Tax ID 217-1 Parcel 188

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	40		28		11	4N	5E	SW	

		Primary	Secondary		
Use Code:	0011	Land AV:	3,280.00	3,280.00	Conveyance Date: 02/25/2008
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: 080162328
		Land FCV:	20,500.00	20,500.00	
Region Code:		Imp. FCV:			Square Footage
Flood Zone:		Exemptions:			Land: 2
Zoning Code:		Tax Rate:	4.535 %	1.6119 %	Improvements:
School Districts		Tax Rate Area:		931400	Tax Defaulted:
Elem:	CAVE CREEK #93				Total Tax: 201.62
High:	UNIFIED				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	100.81	0.00	11/01/2011	PAID	09/22/2011	0.00
2nd	100.81	0.00	05/01/2012	UNPAID		100.81
						100.81

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$100.81	$100.81	$100.81

Imp Dist	Back Taxes
0	0

*** END OF REPORT ***

TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

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Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-195 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-195 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**1**		**11**	**4N**	**5E**	**SE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 1 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**23978 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 195**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,400.00**	**4,400.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**27,500.00**	**27,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **270.48**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**135.24**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**135.24**	**0.00**	**05/01/2012**	**UNPAID**		**135.24**
						135.24

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$135.24	**$135.24**	**$135.24**

Imp Dist	Back Taxes
0	**0**

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TITLEPOINT

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Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-196 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-196 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**2**		**11**	**4N**	**5E**	**SE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 2 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12539 E ALAMEDA RD SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 196**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,600.00**	**5,600.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**35,000.00**	**35,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **344.22**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**172.11**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**172.11**	**0.00**	**05/01/2012**	**UNPAID**		**172.11**
						172.11

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$172.11	**$172.11**	**$172.11**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

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Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-197 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-197 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**3**		**11**	**4N**	**5E**	**SE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 3 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12571 E ALAMEDA RD SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 197**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,960.00**	**4,960.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**31,000.00**	**31,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **304.90**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**152.45**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**152.45**	**0.00**	**05/01/2012**	**UNPAID**		**152.45**
						152.45

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$152.45	**$152.45**	**$152.45**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:41 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-198 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-198 9							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**41**		**4**		**11**	**4N**	**5E**	**SE**	
Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 4 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**							
Address:	**12538 E ALAMEDA RD SCOTTSDALE 85255**							
City:								
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**							
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**							
Search As:	**Tax ID 217-1 Parcel 198**							

Use Code:	**0011**		Primary	Secondary	Conveyance Date:	**02/25/2008**
		Land AV:	**4,800.00**	**4,800.00**	Conveying Instrument:	**080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:				
		Land FCV:	**30,000.00**	**30,000.00**		
Region Code:		Imp. FCV:			**Square Footage**	
Flood Zone:		Exemptions:			Land:	**2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:	
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:	
Elem:	**CAVE CREEK #93**				Total Tax:	**295.04**
High:	**UNIFIED**					

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**147.52**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**147.52**	**0.00**	**05/01/2012**	**UNPAID**		**147.52**
						147.52

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$147.52	**$147.52**	**$147.52**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:41 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-199 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-199 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**5**		**11**	**4N**	**5E**	**SE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 5 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24171 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 199**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,200.00**	**5,200.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**32,500.00**	**32,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **319.64**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**159.82**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**159.82**	**0.00**	**05/01/2012**	**UNPAID**		**159.82**
						159.82

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$159.82	**$159.82**	**$159.82**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

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Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-200 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-200 9							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**41**		**6**		**11**	**4N**	**5E**	**NE**	
Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 6 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**							
Address:	**24269 N 125TH ST SCOTTSDALE 85255**							
City:								
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**							
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**							
Search As:	**Tax ID 217-1 Parcel 200**							

Use Code:	**0011**		Primary	Secondary	Conveyance Date:	**02/25/2008**
		Land AV:	**3,680.00**	**3,680.00**	Conveying Instrument:	**080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:				
		Land FCV:	**23,000.00**	**23,000.00**		
Region Code:		Imp. FCV:			**Square Footage**	
Flood Zone:		Exemptions:			Land:	**2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:	
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:	
Elem:	**CAVE CREEK #93**				Total Tax:	**226.22**
High:	**UNIFIED**					

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**113.11**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**113.11**	**0.00**	**05/01/2012**	**UNPAID**		**113.11**
						113.11

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$113.11	**$113.11**	**$113.11**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:43 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-201 6
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-201 6**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	41		7		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 7 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12535 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 201**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**2,720.00**	**2,720.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**17,000.00**	**17,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **1**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **167.20**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**83.60**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**83.60**	**0.00**	**05/01/2012**	**UNPAID**		**83.60**
						83.60

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$83.60	**$83.60**	**$83.60**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:43 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-202 3
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-202 3**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**8**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 8 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12567 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 202**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,440.00**	**5,440.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**34,000.00**	**34,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **334.38**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**167.19**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**167.19**	**0.00**	**05/01/2012**	**UNPAID**		**167.19**
						167.19

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$167.19	**$167.19**	**$167.19**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

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Searched: 12/14/2011 7:26:00 AM

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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-203 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-203 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	41		9		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 9 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**12532 E DESERT VISTA DR SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 203**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,880.00**	**4,880.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**30,500.00**	**30,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **299.96**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**149.98**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**149.98**	**0.00**	**05/01/2012**	**UNPAID**		**149.98**
						149.98

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$149.98	**$149.98**	**$149.98**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:44 AM UMST
Searched: 12/14/2011 7:26:00 AM

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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-204 8
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-204 8**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	41		10		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 10 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24463 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 204**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,960.00**	**4,960.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**31,000.00**	**31,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **304.90**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**152.45**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**152.45**	**0.00**	**05/01/2012**	**UNPAID**		**152.45**
						152.45

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$152.45	**$152.45**	**$152.45**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:45 AM UMST
Searched: 12/14/2011 7:26:00 AM

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Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-205 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-205 5**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**11**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 11 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24561 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 205**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,160.00**	**4,160.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**26,000.00**	**26,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **255.70**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**127.85**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**127.85**	**0.00**	**05/01/2012**	**UNPAID**		**127.85**
						127.85

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$127.85	**$127.85**	**$127.85**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

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Searched: 12/14/2011 7:26:00 AM

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TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-206 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-206 2**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**12**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 12 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24659 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 206**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,280.00**	**5,280.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**33,000.00**	**33,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **324.54**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**162.27**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**162.27**	**0.00**	**05/01/2012**	**UNPAID**		**162.27**
						162.27

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$162.27	**$162.27**	**$162.27**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:46 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-207 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-207 0							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**41**		**13**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 13 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24757 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 207**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**5,120.00**	**5,120.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**32,000.00**	**32,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **314.72**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**157.36**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**157.36**	**0.00**	**05/01/2012**	**UNPAID**		**157.36**
						157.36

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$157.36	**$157.36**	**$157.36**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:47 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-208 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-208 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**14**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 14 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24758 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 208**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,520.00**	**3,520.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**22,000.00**	**22,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **216.38**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**108.19**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**108.19**	**0.00**	**05/01/2012**	**UNPAID**		**108.19**
						108.19

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$108.19	**$108.19**	**$108.19**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:48 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-209 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-209 4**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**15**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 15 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24660 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 209**

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**4,560.00**	**4,560.00**	Conveyance Date: **02/25/2008**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **080162305**
		Land FCV:	**28,500.00**	**28,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **280.30**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**140.15**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**140.15**	**0.00**	**05/01/2012**	**UNPAID**		**140.15**
						140.15

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$140.15	**$140.15**	**$140.15**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

Printed: 12/14/2011 8:33:48 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

TITLEPOINT
Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-210 5
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-210 5							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**41**		**16**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 16 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24562 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 210**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,880.00**	**4,880.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**30,500.00**	**30,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **299.96**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**149.98**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**149.98**	**0.00**	**05/01/2012**	**UNPAID**		**149.98**
						149.98

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$149.98	**$149.98**	**$149.98**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:49 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-211 2
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-211 2**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	41		17		11	4N	5E	NE	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 17 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24464 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 211**

Use Code:	**0011**		Primary	Secondary	Convcyance Date: **02/25/2008**
		Land AV:	**5,200.00**	**5,200.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**32,500.00**	**32,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **3**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **319.64**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**159.82**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**159.82**	**0.00**	**05/01/2012**	**UNPAID**		**159.82**
						159.82

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$159.82	**$159.82**	**$159.82**

Imp Dist	Back Taxes
0	0

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:50 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-212 0
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-212 0**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**18**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 18 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24366 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 212**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,200.00**	**3,200.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**20,000.00**	**20,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **196.70**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**98.35**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**98.35**	**0.00**	**05/01/2012**	**UNPAID**		**98.35**
						98.35

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$98.35	**$98.35**	**$98.35**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:50 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-213 7
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-213 7**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**19**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 19 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24318 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 213**

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**3,920.00**	**3,920.00**	Conveyance Date: **02/25/2008**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **080162305**
		Land FCV:	**24,500.00**	**24,500.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **240.96**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**120.48**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**120.48**	**0.00**	**05/01/2012**	**UNPAID**		**120.48**
						120.48

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$120.48	**$120.48**	**$120.48**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:51 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-214 4
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-214 4							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**41**		**20**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 20 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24270 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 214**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**4,160.00**	**4,160.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**26,000.00**	**26,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **255.70**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**127.85**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**127.85**	**0.00**	**05/01/2012**	**UNPAID**		**127.85**
						127.85

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$127.85	**$127.85**	**$127.85**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:52 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-215 1
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	**217-01-215 1**

Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
974	**41**		**21**		**11**	**4N**	**5E**	**NE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 21 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24174 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 215**

		Primary	Secondary		
Use Code:	**0011**	Land AV:	**4,400.00**	**4,400.00**	Conveyance Date: **02/25/2008**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			Conveying Instrument: **080162305**
Region Code:		Land FCV:	**27,500.00**	**27,500.00**	
Flood Zone:		Imp. FCV:			**Square Footage**
Zoning Code:		Exemptions:			Land: **2**
		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **270.48**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**135.24**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**135.24**	**0.00**	**05/01/2012**	**UNPAID**		**135.24**
						135.24

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$135.24	**$135.24**	**$135.24**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

TITLEPOINT

Printed: 12/14/2011 8:33:52 AM UMST
Searched: 12/14/2011 7:26:00 AM

Printed By: D.GALDAMEZ

Tax Search
Maricopa, Arizona
Assessor's Parcel 217-01-216 9
Tax Year: 2011
Payment as of: 12/03/2011

Order: CTA1109940
Co: Chicago Title
Dept: 2160-PHOENIX OPS CRN: 0002100060
TO: 01
Created By: d.galdamez

APN:	217-01-216 9							
Plat Book	**Page**	**Block**	**Lot(s)**	**Subdivision**	**Section**	**Township**	**Range**	**QQ**	**Acres**
974	**41**		**22**		**11**	**4N**	**5E**	**SE**	

Described As:	**SERENO CANYON PHASE 3 MCR 974-41 LOT/SECTION: 22 BLOCK/TOWNSHIP: 4N TRACT/RANGE: 5E**
Address:	**24076 N 125TH ST SCOTTSDALE 85255**
City:	
Billing Address:	**1751 W DIEHL RD A NAPERVILLE, IL 60563**
Assessed Owner(s):	**MCDOWELL MOUNTAIN BACK BOWL LLC**
Search As:	**Tax ID 217-1 Parcel 216**

Use Code:	**0011**		Primary	Secondary	Conveyance Date: **02/25/2008**
		Land AV:	**3,360.00**	**3,360.00**	Conveying Instrument: **080162305**
VACANT RESIDENTIAL URBAN SUBDIVIDED		Imp. AV:			
		Land FCV:	**21,000.00**	**21,000.00**	
Region Code:		Imp. FCV:			**Square Footage**
Flood Zone:		Exemptions:			Land: **2**
Zoning Code:		Tax Rate:	**4.535 %**	**1.6119 %**	Improvements:
School Districts		Tax Rate Area:		**931400**	Tax Defaulted:
Elem:	**CAVE CREEK #93**				Total Tax: **206.54**
High:	**UNIFIED**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**103.27**	**0.00**	**11/01/2011**	**PAID**	**09/22/2011**	**0.00**
2nd	**103.27**	**0.00**	**05/01/2012**	**UNPAID**		**103.27**
						103.27

Due Thru 1/2012	Due Thru 2/2012	Due Thru 3/2012
$103.27	**$103.27**	**$103.27**

Imp Dist	Back Taxes
0	**0**

***** END OF REPORT *****

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080178393 02/28/2008 04:26
ELECTRONIC RECORDING

22009368-15-4-4--
fraustoj

Return To:
JOHNSON BANK

P.O. BOX 248
RACINE, WI 53401-0248
800-661-2446

Prepared By:
JOHNSON BANK/VERONICA DUNN

FIDELITY NATIONAL TITLE
3/3 22009368

[Space Above This Line For Recording Data]

3290051590

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 21ST, 2008, together with all Riders to this document.
(B) "Borrower" is RICHARD S. POPPER, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument. Borrower's mailing address is 29068 N. 108TH ST, SCOTTSDALE, AZ 85262.
(C) "Lender" is JOHNSON BANK

Lender is a WISCONSIN CORPORATION
organized and existing under the laws of THE STATE OF WISCONSIN.

Lender's mailing address is P.O. BOX 248, RACINE, WI 53401-0248

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is JOHNSON BANK

. Trustee's mailing address is

P.O. BOX 248
RACINE, WI 53401-0248

(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 21ST, 2008 . The Note states that Borrower owes Lender SIX HUNDRED FORTY THREE THOUSAND NINE HUNDRED FIFTY AND NO/100. Dollars (U.S. $ 643,950.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1ST, 2011 .
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

Order: CTA1109940 Doc: MP:2008 00178393 Page 2 of 15 Created By: d.galdamez Printed: 12/21/2011 12:30:06 PM EST

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of MARICOPA :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SCOTTSDALE, COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS: LOT 10, SERENO CANYON PHASE 1, ACCORDING TO BOOK 910 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA AND AFFIDAVIT OF AMENDMENT, RECORDED MAY 24, 2007 IN INSTRUMENT NO. 20070603846, OF OFFICIAL RECORDS.

Parcel ID Number: 21701015B which currently has the address of

12250 E. DESERT VISTA DR. [Street]

SCOTTSDALE [City], Arizona 85255 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicers and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county treasurer of the county in which the sale took place.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Time of Essence. Time is of the essence in each covenant of this Security Instrument.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____	_____ (Seal) RICHARD S. POPPER -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

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STATE OF ARIZONA, MARICOPA **County ss:**

The foregoing instrument was acknowledged before me this 22nd FEBRUARY ~~21ST~~, 2008
by RICHARD S. POPPER

OFFICIAL SEAL
ROSHNI BRECHTEL
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 1, 2011

My Commission Expires: 4-1-11

Notary Public

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070844372 07/25/2007 04:38
ELECTRONIC RECORDING

22009122-11-3-3--
Hoyp

FIDELITY NATIONAL TITLE

RECORDATION REQUESTED BY:
Legacy Bank
North Scottsdale Office
20909 N 90th Place #102
Scottsdale, AZ 85255

WHEN RECORDED MAIL TO:
Legacy Bank
North Scottsdale Office
20909 N 90th Place #102
Scottsdale, AZ 85255

2/2 22009122

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated July 16, 2007, among Corn Investments, LLC, an Arizona limited liability company, whose address is 11638 E. Four Peaks Road, Scottsdale, AZ 85262 ("Trustor"); Legacy Bank, whose address is North Scottsdale Office, 20909 N 90th Place #102, Scottsdale, AZ 85255 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Legacy Bank, whose address is 20909 N. 90th Place, Suite 102, Scottsdale, AZ 85255 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Maricopa County, State of Arizona:**

Lot 42 of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

The Real Property or its address is commonly known as 12477 East Desert Vista Drive, Scottsdale, AZ 85255.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the

period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Beneficiary, at its option, but without obligation to do so, may correct any condition violating any applicable Environmental Law affecting the Property, and in doing so shall conclusively be deemed to be acting reasonably and for the purpose of protecting the value of its collateral, and all costs of correcting a condition or violation shall be payable to Beneficiary by Trustor as provided in the Expenditures by Lender section of this Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Arizona law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this

Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes and assessments, including without limitation sales or use taxes in any state, local privilege or excise taxes based on gross revenues, special taxes, charges (including water and sewer), fines and impositions levied against Trustor or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Beneficiary shall have the right, but not the duty or obligation, to charge Trustor for any such taxes or assessments in advance of payment. In no event does exercise or non-exercise by Beneficiary of this right relieve Trustor from Trustor's obligation under this Deed of Trust or impose any liability whatsoever on Beneficiary.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement

value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, to the extent permitted by applicable law, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default and shall be exercisable by Lender to the extent permitted by applicable law.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender, or have otherwise been previously disclosed to and accepted by Lender in writing in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness

secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance without warranty and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on

Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of sale or judicial proceedings.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Insurance Policies. Lender shall have the right upon an Event of Default, but not the obligation, to assign all of Trustor's right, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any receiver or any purchaser of the Property at a foreclosure sale, and Trustor hereby appoints Lender as attorney in fact to assign and transfer such policies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. However, Trustor will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Trustor's default. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Maricopa County, State of Arizona. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be

sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Arizona.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Maricopa County, State of Arizona.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Arizona as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Legacy Bank, and its successors and assigns.

Borrower. The word "Borrower" means Corn Investments, LLC, an Arizona limited liability company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee,

and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Legacy Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 16, 2007, **in the original principal amount of $500,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Legacy Bank, whose address is 20909 N. 90th Place, Suite 102, Scottsdale, AZ 85255 and any substitute or successor trustees.

Trustor. The word "Trustor" means Corn Investments, LLC, an Arizona limited liability company.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

CORN INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

THE MICHAEL J. CORN REVOCABLE TRUST, Member of Corn Investments, LLC, an Arizona limited liability company

By: _____
Michael J. Corn, Trustee of The Michael J. Corn Revocable Trust

THE ROBERTA E. CORN REVOCABLE TRUST, Member of Corn Investments, LLC, an Arizona limited liability company

By: Roberta E Corn
Roberta E. Corn, Trustee of The Roberta E. Corn Revocable Trust

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 17th day of July, 2007, before me, the undersigned Notary Public, personally appeared **Michael J. Corn, Trustee of The Michael J. Corn Revocable Trust, Member of Corn Investments, LLC, an Arizona limited liability company,** and known to me to be member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: _____ **Residing at** Scottsdale, Az

Notary Public in and for the State of Arizona

My commission expires 12/20/09

OFFICIAL SEAL
S. NACHTWEIH
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Dec. 20, 2009

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 16th day of July, 2007, before me, the undersigned Notary Public, personally appeared **Roberta E. Corn, Trustee of The Roberta E. Corn Revocable Trust, Member of Corn Investments, LLC, an Arizona limited liability company,** and known to me to be member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By _____ Residing at Scottsdale, Az

Notary Public in and for the State of Arizona

My commission expires 12/20/09

OFFICIAL SEAL
S. NACHTWEIH
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Dec. 20, 2009

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

Laser Pro Lending, Ver. 5.37.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AZ C:\ProgramFiles\LPL\LPL.FC TR-4127 PR-15

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20110528002 06/24/2011 08:19
ELECTRONIC RECORDING

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chagollaj

PREPARED BY:
Sharon Notter
Enterprise Bank & Trust
1281 N. Warson Rd.
St. Louis, MO 63132
314-810-3739

WHEN RECORDED MAIL TO:
Enterprise Bank & Trust
1281 N. Warson Rd.
St. Louis, MO 63132

(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Assignment of Deed of Trust

2. **Date of Document:** June 21, 2011

3. **Assignor(s):** Federal Deposit Insurance Corporation, as Receiver for Legacy Bank, Scottsdale, AZ

4. **Assignee(s):** Enterprise Bank & Trust

5. **Statutory Mailing Address(es):**
ASSIGNOR'S ADDRESS:
20909 N 90th Place #102
Scottsdale, AZ 85255

ASSIGNEE'S ADDRESS:
150 N Meramec
Clayton, MO 63105

6. **Legal Description:** Legal description of the property is set out on page 2.

7. **Reference Book and Page(s):** Book and Page(s) are set out on page 2.

Order: CTA1109940 Doc: MP:2011 00528002 Page 1 of 4 Created By: d.galdamez Printed: 12/21/2011 12:30:46 PM EST

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST (this "Assignment") is made as of this 21st day of June, 2011, by Federal Deposit Insurance Corporation, as Receiver for Legacy Bank, Scottsdale, AZ, whose address is 20909 N 90th Place #102, Scottsdale, AZ 85255, ("Assignor"), in favor of ENTERPRISE BANK & TRUST, a Missouri Chartered Trust Company, whose address is 150 N Meramec, Clayton MO 63105 ("Assignee").

RECITALS

A. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to that certain Deed of Trust executed by Corn Investments, LLC, an Arizona limited liability company, whose address is 11638 E. Four Peaks Road, Scottsdale, AZ 85262, for the benefit of Legacy Bank, dated July 16, 2007 and recorded as Document No. 20070844372, in the Maricopa County recorder's office, State of Arizona (the "Deed of Trust"), the promissory note or notes secured thereby, and all other documents evidencing or securing said promissory note or notes.

B. Assignor and Assignee desire to memorialize the assignment and conveyance of the Deed of Trust upon the terms provided herein.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby grant, sell, transfer, assign, deliver, set over and convey to Assignee all of Assignor's right, title and interest in, to and under the Deed of Trust, together with all of Assignor's right, title and interest in and to the property subject to the Deed of Trust (the "Property"), which Property is more particularly described as follows:

Lot 42 of Final Plat For Sereno Canyon Phase 1, according to Book 910 of Maps, Page 16, records of Maricopa County, Arizona.

The Real Property or its address is commonly known as 12477 East Desert Vista Drive, Scottsdale, AZ 85255.

TO HAVE AND TO HOLD the Deed of Trust, together with the rights and privileges thereunto in any manner belonging, unto Assignee, its successors and assigns, forever.

2. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Order: CTA1109940 Doc: MP:2011 00528002 Page 2 of 4 Created By: d.galdamez Printed: 12/21/2011 12:30:47 PM EST

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION
As Receiver for Legacy Bank, Scottsdale, AZ

By: Sharon K. Notter
Sharon K. Notter, Collateral Review Officer of Enterprise Bank & Trust
Attorney-in-Fact

ASSIGNEE:

ENTERPRISE BANK & TRUST

By: Patricia A Portman
Patricia A. Portman
Assistant Vice President

Loan #7003965

Order: CTA1109940 Doc: MP:2011 00528002 Page 3 of 4 Created By: d.galdamez Printed: 12/21/2011 12:30:47 PM EST

STATE OF MISSOURI)
) **ss.**
COUNTY OF ST. LOUIS)

On this 21st day of June, 2011, before me personally appeared Sharon K. Notter, to me personally known, who being by me duly sworn, did say that he/she is the Collateral Review Officer of ENTERPRISE BANK & TRUST, a Missouri Chartered Trust Company of the State of Missouri, the Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Legacy Bank, Scottsdale, Arizona, and that said instrument was signed in behalf of ENTERPRISE BANK & TRUST, by authority of its Board of Directors; and said Sharon K. Notter acknowledged said instrument to be the free act and deed of said company, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Carol S Lincoln
Notary Public Notary Seal
State of Missouri County of St Louis
My Commission Expires 08/25/2011
Commission # 07396450

STATE OF MISSOURI)
)**SS**
COUNTY OF ST LOUIS)

On this 21st day of June, 2011, before me appeared Patricia A. Portman, to me personally known, who, being by me duly sworn, did say that he/she is the Assistant Vice President of ENTERPRISE BANK & TRUST a Missouri Chartered Trust Company of the State of Missouri, and that said instrument was signed in behalf of said company, by authority of its Board of Directors; and said Patricia A. Portman acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Carol S Lincoln
Notary Public Notary Seal
State of Missouri County of St Louis
My Commission Expires 08/25/2011
Commission # 07396450

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

COUNTY OF SANTA CLARA
JOHN VARTANIAN
DEPARTMENT OF CHILD SUPPORT SERVICES
2851 JUNCTION AVENUE
SAN JOSE, CA 95134

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-0757352 07/02/07 11:49 AM
1 OF 5

HARESA

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF LIEN

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name and Address)*: 0116823 43VLW1 [X] Recording requested by and return to: COUNTY OF SANTA CLARA JOHN VARTANIAN DEPARTMENT OF CHILD SUPPORT SERVICES 2851 JUNCTION AVENUE SAN JOSE, CA 95134 TELEPHONE NO.: (408) 503 5200 [ ] ATTORNEY FOR [ ] JUDGMENT CREDITOR [X] ASSIGNEE OF RECORD	*FOR RECORDER'S USE ONLY*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 99 NOTRE DAME AVENUE MAILING ADDRESS: 191 N. FIRST STREET CITY AND ZIP CODE: SAN JOSE, CA 95113 BRANCH NAME: SUPERIOR COURT	
PETITIONER/PLAINTIFF: CONATHAN MOORE RESPONDENT/DEFENDANT: IVONNE CIFUENTES OTHER PARENT:	
NOTICE OF LIEN	CASE NUMBER: **195CP003513**

7624/DEC 06 43VLW1 ENF005

4 | 8

All aspects of this lien, including its priority and enforcement, are governed by the law of the State where the property is located. An obligor must follow the laws and procedures of the State where the property is located or recorded. An obligor may also contact the entity sending the lien. This lien remains in effect until released or withdrawn by the obligee or in accordance with the laws of the State where the property is located.

Note to Lien Recorder: Please provide the sender with a copy of the filed lien, containing the recording information, at the address provided above.

Check either "A" or "B" below. The option that does not apply may be omitted from the form.
If "B" is checked, the form must be notarized.

A. [X] Submitted by a IV-D agency/office on behalf of the named obligee

As an authorized agent of a State or Tribal, or subdivision of a State or Tribal, agency responsible for implementing the child support enforcement program set forth in Title IV, Part D, of the Federal Social Security Act (42 U.S.C. 651 et seq.), I have authority to file this child support lien in any State, or U.S. Territory. For additional information regarding this lien, including the pay-off amount, please contact the authorized agency and reference its case number, both listed above.

MAY.01, 2007
Date

Vicki Williams
Authorized Agent

VICKI WILLIAMS
Print name, e-mail address, phone and fax number
TELEPHONE: **(408) 503-5200**
FAX: **(408) 503-5319**
E-MAIL ADDRESS:

B. [ ] Submitted by an obligee or a private (non-IV-D) attorney or entity on behalf of an

I am [ ] the obligee of the above referenced order for]
[ ] an attorney or entity representing the above named obligee

I certify under penalty of perjury that the information contained in this notice is true and accurate and that this lien is submitted in accordance with the laws of the State of California.
For additional information regarding this lien, including the pay-off amount, please contact the obligee listed above.

Date

Signature

Print name, e-mail address, phone and fax

Notary State: CALIFORNIA

County: **SANTA CLARA**

I certify that **VICKI WILLIAMS** appeared before me and is known to me as the individual who signed the above.

Date MAY 01 2007

Elsa Luz Velasco, Notary Public
Notary Public

My appointment expires April 7, 2009



Notice: Respondents are not required to respond to this information collection unless it displays a valid OMB control number. The average burden for responding to this information collection is estimated at 30 minutes. If you believe this estimate is inaccurate, or if you have ideas to reduce this burden, please provide comment to the issuing agency.

OMB Control#: 0970-0153 Expiration Date: 01/31/2008

7624/DEC 06 43VLW1 ENF005

20070757352

Notice of Lien

TO:
(Name/Address of recorder or asset holder)

MARICOPA COUNTY
COUNTY RECORDER
111 S 3RD AVE #103
PHOENIX, AZ 85003

Obligor:
(Name/Address/DOB/SSN)

NATHAN MOORE
5137 N GRANITE REEF RD
SCOTTSDALE, AZ 85250-7422

DOB: **04-13-1976**
SSN: [redacted]**9-5098**

FROM:
(IV-D Agency or name of obligee
and/or his or her private attorney
or entity acting on behalf of the obligee,
address, phone, e-mail address, fax number)

DEPARTMENT OF CHILD SUPPORT SERVICES
2851 JUNCTION AVENUE
SAN JOSE, CA 95134

TELEPHONE: **(408) 503-5200** FAX: **(408) 503-5319**
E-MAIL ADDRESS:
Obligee:
(Name)

IVONNE RICHARDSON
IV-D Case#: **0116823**

This lien results from a child support order, entered on **04-03-1996** by the **SUPERIOR COURT OF CALIFORNIA IN THE COUNTY OF SANTA CLARA** in **CA** tribunal number **195CP003513**

As of **05-01-2007** , the obligor owes unpaid support in the amount of **$311.00**
This judgment may be subject to interest.

Prospective amounts of child support, not paid when due, are judgments that are added to the lien amount. This lien attaches to all non-exempt real and/or personal property of the above-named obligor which is located or existing within the State/county of filing, including any property specifically described below.

Specific description of property:

5137 N GRANITE REEF ROAD, SCOTTSDALE, ARIZONA 85250. PARCEL NUMBER 173-68-144. PROPERTY DESCRIPTION: LA BUENA VIDA TOWNHOUSES, LOT 14

7624/DEC 06 43VLW1 ENF005

When recorded mail to:

Stanley M. Hammerman, Esq.
HAMMERMAN & HULTGREN, P.C.
3101 N. Central Avenue, Suite 500
Phoenix, AZ 85012

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009-0553180 06/17/09 04:41 PM
6 OF 20
FLORESC

(The above space reserved for recc

HOLD FOR FRONTIER PROCESS

Tidewater Finance Company v. Nathan T. Moore

JUDGMENT

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE MARICOPA COUNTY RECORDER'S OFFICE.

4

Information Statement by Judgment Creditor

Judgment Debtor: Nathan T. Moore	Judgment Debtor:
Last Known Address: 2421 E. Ivy Street Mesa, AZ 85213	Last Known Address:
Service Address: 2421 E. Ivy Street Mesa, AZ 85213	Service Address:
Service By: PERSON XX MAIL___	Service By: PERSON___ MAIL___
Judgment Debtor's SSN: xxx-xx-9377	Judgment Debtor's SSN:
Judgment Debtor's DOB: Unknown	Judgment Debtor's DOB:
Judgment Debtor's License #: Unknown Issuing State:	Judgment Debtor's License #: Issuing State:
Has enforcement of Judgment been stayed by the Court? Yes No XX	If so, list date that enforcement can proceed:
Judgment Creditor Info: **Tidewater Finance Company** c/o Hammerman & Hultgren, P.C. 3101 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 264-2566	Amount of Judgment: **$ 9,054.76 Principal** **$ 3,015.24 Attorneys' Fees** **$ 140.00 Court Costs** **$12,210.00 Total** **plus accruing interest on the principal balance at the contract rate of 20% per annum from December 20, 2007, and future court costs, plus accruing interest on the fees and costs at the legal rate of 10% per annum from the date of Judgment.**

This information is provided by:
HAMMERMAN & HULTGREN, P.C.
3101 North Central Avenue, Suite 500
Phoenix, Arizona 85012
Telephone: (602) 264-2566
Facsimile: (602) 266-3488
Attorney for Judgment Creditor

20090553180

Stanley M. Hammerman, Esq., (#004048)
Jon R. Hultgren, Esq., (#010014)
Vincent M. Creta, Esq., (#019044)
HAMMERMAN & HULTGREN, P.C.
3101 North Central Avenue, Suite 500
Phoenix, Arizona 85012
Telephone: (602) 264-2566
Facsimile: (602) 266-3488

Attorneys for Plaintiff

CERTIFIED COPY

MICHAEL K. JEANES
Clerk of the Superior Court

By MONSERRAT VEJAR, Deputy
Date 06/17/2009 Time 12:29 PM

Description	Qty	Amount
CASE# TJ2009-009186		
TRANSFER JUDGEMENT	001	26.00
CERTIFICATIONS	001	26.00
COPIES	002	1.00
TOTAL AMOUNT		53.00

Receipt# 00011032621

IN THE EAST MESA JUSTICE COURT

MARICOPA COUNTY, ARIZONA

TIDEWATER FINANCE COMPANY aka TIDEWATER MOTOR CREDIT aka TIDEWATER CREDIT SERVICES, a Virginia corporation, Plaintiff, vs. NATHAN T. MOORE, a single man, Defendant.	NO. CC 2009-104739 R **JUDGMENT** TJ2009-009186

The above entitled matter having come regularly before the Court and it appearing to the Court that the Defendant, **Nathan T. Moore**, was personally served with a copy of the Summons and Complaint, and not having filed an Answer thereto, Plaintiff, appearing by its attorney, Stanley M. Hammerman, and the Defendant neither appearing in person, nor by counsel, and it appearing to the Court the default of the Defendant has been entered by the Court and the Court having considered the evidence on file, finds in favor of the Plaintiff and against the Defendant on Plaintiff's Complaint; and there being no just reason for delay;

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the JUDGMENT entered in the ___ Docket, Case # _____ in the Justice Court of the East Mesa Precinct in the case of _____ vs _____
DONE THIS 17 day of JUNE 20 09
JUSTICE OF THE PEACE

CERTIFIED COPY

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff recover Judgment from the Defendant, **Nathan T. Moore**, in the principal sum of Nine Thousand Fifty-Four and 76/100 Dollars ($9,054.76), plus accruing interest on the principal balance at the contract rate of 20% per annum from December 20, 2007, plus the sum of One Thousand Seven Hundred Fifty and 00/100 Dollars ($1,750.00) as and for attorneys' fees incurred herein, plus the additional sum of One Hundred Forty and xx/100 Dollars ($140.00) for Plaintiff's costs incurred herein, plus the costs of this action accruing with the attorneys' fees and costs to bear interest at the highest rate provided for by law from the date of this Judgment until paid in full.

DONE IN OPEN COURT this 4 day of June, 2009.

JUSTICE OF THE PEACE

MARK CHILES
JUSTICE OF THE PEACE
EAST MESA

The foregoing instrument is a full, true and correct copy of the original on file in this office.

JUN 17 2009

Attest _____, 20____

MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By _____ Deputy

When recorded mail to:

Name: _____

Address: _____

_____

City/State/Zip: _____

_____

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2011-0585356 07/14/11 04:17 PM
17 OF 21

PALUNBOA

this area reserved for county recorder

CAPTION HEADING:

_____

DO NOT REMOVE

This is part of the official document.

ORIGINAL

MAR 29 2011 FILED 1:50 PM
MICHAEL K. JEANES, Clerk
By C. CASTRO
Deputy

82-7654
Marc S. Gladner
STATE BAR NO.: 004751
CROSBY & GLADNER, P.C.
1700 E Thomas Road, Suite 101
Phoenix, Arizona 85016
(602) 274-9100 Fax: (602) 274-8300
msgladner@candglaw.com
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, a foreign corporation, Plaintiff, vs. SHELLY LEAH HANDCA and JOHN DOE HANDCA, wife and husband; NATHAN THOMAS MOORE and JANE DOE MOORE, husband and wife, Defendant.	NO.CV2010-032625 **DEFAULT JUDGMENT**

This cause having come on regularly for hearing or Plaintiff's having filed a Motion and Affidavit for Judgment by Default pursuant to Rules of Civil Procedure §55(b)(1), the Court finds: that the Defendants hereinafter named were regularly and duly served; that their time to answer expired; that their default was regularly entered and that the allegations contained in Plaintiff's Complaint are true and correct;

NOW THEREFORE, IT IS ADJUDGED the Plaintiff is granted Judgment against Defendant

Nathan Thomas Moore

(There being no just cause for delay of entry of Judgment and each of them as follows):

Order: CTA1109940 Doc: MP:2011 00585356 Page 2 of 4 Created By: d.galdamez Printed: 12/21/2011 12:31:23 PM EST

1.	Principal	$30468.57
2.	Accrued interest to date of Judgment ...	$0.00
3.	Accrued costs through date of Judgment .	$441.80
4.	Reasonable attorneys' fees, if allowed .	$0.00
TOTAL	.....	**$30910.37**

with interest in the total Judgment at 10.00% per annum until paid, plus after accruing costs, as may be awarded by the Court.

IT IS ORDERED that all bonds heretofore filed by the party, if any, are hereby exonerated; and if any cash bonds were posted, the Clerk is directed to return the cash bond to the party who posted the bond or to the party's attorneys.

DONE IN OPEN COURT this date: 3/24/11

JUDGE/COMMISSIONER

HONORABLE BENJAMIN E. VATZ

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest 6-3- 20 11

MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By _____ Deputy

Order: CTA1109940 Doc: MP:2011 00585356 Page 3 of 4 Created By: d.galdamez Printed: 12/21/2011 12:31:23 PM EST

Judgment Information Sheet

Pursuant to A.R.S 33-967

County: **MARICOPA**

Case No.: **CV2010-032625**

1. A. Correct Name of Judgment Debtor(s):

   Nathan Moore

   B. Last known address of Judgment Debtor(s):

   Nathan
   2421 E. Ivy Street
   Mesa, AZ 85213

   C. Address where Judgment Debtor(s) received Summons:

   Nathan

2. Name and address of Judgment Creditor:

   American Family Insurance
   c/o Crosby and Gladner, P.C.
   1726 E. Thomas Rd.
   Phoenix, Arizona 85016-7604

3. Amount of Judgment: $30,910.37

4. A. Debtor's Social Security Number:

   Nathan- Unknown

   B. Debtor's Date of Birth:

   Nathan- Unknown

   C. Debtor's Driver's License Number:

   Nathan- Unknown

5. **NO** stay of enforcement of Judgment has been entered.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080349770 04/21/2008 03:55
ELECTRONIC RECORDING

273386-4-1-1--
jessicac

WHEN RECORDED HOLD FOR:

TRACKDOWN, INC
Jerold Kaplan Law Office, P.C.
Phoenix AZ 85003

(The above space reserved for recording information)

CAPTION HEADING: DEFAULT JUDGMENT

DO NOT REMOVE

This is part of the official document

1053
printed: MAR 12 2008
JKLO ACCT#: 273386 MCM-51
[ ]

20080349770

JEROLD KAPLAN LAW OFFICE, PC
330 S 1st Avenue
Phoenix AZ 85003
Frederick J Dias AZ STATE BAR NO 16458
Patricio Esquivel AZ STATE BAR NO 15048
(602) 258-8433

IN THE SUPERIOR COURT OF
COUNTY OF MARICOPA, STATE OF ARIZONA

MIDLAND FUNDING LLC, Plaintiff, V BETTY A MOORE AND JOHN DOE MOORE, HER HUSBAND AND EACH OF THEM, Defendant(s),	NO. TJ2008-004743 INFORMATION STATEMENT

The Judgment Creditor by and through the undersigned Attorney and pursuant to A.R.S. Section 33-967, as amended, hereby attaches to and records with the Judgment in the above captioned cause the following information statement:

1. Judgment Debtors (Name/Address):
   BETTY A MOORE
   1800 E WESTCHESTER DR
   CHANDLER AZ 85249

2. Judgment Creditor (Name/Address)
   MIDLAND FUNDING LLC,
   %JEROLD KAPLAN LAW OFFICE, PC
   330 S 1st Avenue, Phoenix AZ 85003
   Attorney for Plaintiff
3. Judgment principal balance is $2639.46 PLUS costs, interest and attorney fees.
4. Name, Social Security Number, Date of Birth & AZ License no:

   BETTY A MOORE
   SSN: XXX-XX-0218 DOB: UNKNOWN AZ LIC#: UNKNOWN

5. No stay of enforcement has been ordered by the Court.

RESPECTFULLY submitted this March 12, 2008.

JEROLD KAPLAN LAW OFFICE, PC

By _____
Attorney for Plaintiff

5523
printed: MAR 12 2008
JKLO ACCT#: 273386
JKLO CLT ID#: MCM-51
NAN#:
JKLO CLT ACCT#: 8520488287
[ ]

20080349770

MICHAEL K. JEANES, CLERK
BY M Bond DEP

CERTIFIED COPY

FILED

08 APR 10 PM 3:09

PAID
9621440
$37.00

JEROLD KAPLAN LAW OFFICE, PC
330 S 1st Avenue
Phoenix AZ 85003
Frederick J Dias AZ STATE BAR NO 16458
Patricio Esquivel AZ STATE BAR NO 15048
(602) 258-8433

IN THE JUSTICE COURT OF SAN MARCOS PRECINCT

COUNTY OF MARICOPA, STATE OF ARIZONA

MIDLAND FUNDING LLC, Plaintiff, V BETTY A MOORE AND JOHN DOE MOORE, HER HUSBAND AND EACH OF THEM, Defendant(s),	TJ2008-004743 NO. CC2007246737 DEFAULT JUDGMENT .

This matter having been regularly presented

IT IS ORDERED that Plaintiff is granted Judgment against the Defendant(s): BETTY A MOORE

Principal	$	2639.46
Deductions (if any)	-$	0.00
Accrued interest 08/22/06 - 03/11/08 @ 10.000%	$	207.54
Accrued costs through date of judgment	$	110.00
Reasonable attorney's fees	$	712.65
TOTAL JUDGMENT:	$	3669.65

With interest on the principal at 10.000% per annum from 03/11/08 until paid; interest on costs and reasonable attorney's fees, if any allowed, at 10% per annum from the date hereof until paid, together with after-accruing costs.

DATED this 3-25-2008.

Judge Keith Frankel
San Marcos Justice Court

JUSTICE OF THE PEACE

5210
printed: MAR 12 2008
JKLO ACCT#: 273386 MCM-51

I hereby certify that this is a true and correct copy of the original on file on the Chandler Justice Court

Justice of the Peace 3/25/08

20080349770

The foregoing instrument is a full, true and correct copy of the original document.

Attest APR 11 2008 20____

MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By _____ Deputy

RETURN TO
HELP.

Gurstel, Staloch & Chargo, P.A.
64 East Broadway Road, Suite 255
Tempe, AZ 85282
BY: Jeno M. Berta (#024328)
Ruth A. Fischetti (#023012)
Attorneys for Plaintiff
Telephone: (877) 344-4002
Facsimile: (877) 750-6335
Email: info@gurstel.com
File number: 188106

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0576718 06/30/08 02:56 PM
10 OF 13
GARCIAC

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Capital One Bank Plaintiff, vs. Betty A Moore Defendant	)	Case No. **INFORMATION STATEMENT**

The Plaintiff by and through the undersigned Attorney and pursuant to A.R.S. § 33-967, as amended, hereby attaches to and records with the Judgment in the above-captioned cause the following informational statement:

1. Defendant:

   Betty A Moore

2. Plaintiff
   Capital One Bank
   c/o Gurstel, Staloch & Chargo, P.A.
   64 East Broadway Road, Suite 255
   Tempe, AZ 85282

3. Judgment balance on February 8, 2008 of $2,276.93 PLUS costs awarded by the Court PLUS after accruing costs and interest.

4.

NAME	SSN	DOB	D/L #
Betty A Moore	XXX-XX-0218	Unknown	Unknown

5. No Stay of Enforcement has been ordered by the Court.

RESPECTFULLY SUBMITTED this 27th day of February, 2008.

R. Fischetti

Jeno M. Berta (#024328)
Ruth A. Fischetti (#023012)
Attorneys for Plaintiff

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

20080576718

SAN MARCOS
2010 FEB -5 PM 2:05

Gurstel, Staloch & Chargo, P.A.
64 East Broadway Road, Suite 255
Tempe, AZ 85282
BY: Jeno M. Berta (#024328)
Ruth A. Fischetti (#023012)
Attorneys for Plaintiff
Telephone: (877) 344-4002
Facsimile: (877) 750-6335
Email: info@gurstel.com
File number: 188106

CERTIFIED COPY

FILED
JUN 30 2008 12:57PM
MICHAEL K. JEANES, Clerk
By M. Mejia
Deputy

PAID
$137.00
1004951S

IN THE SAN MARCOS JUSTICE COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Capital One Bank Plaintiff,	Case No.CC2007234759 TJ2008-009092
vs.	JUDGMENT (Default)
Betty A Moore Defendant	

This cause being brought before this Court pursuant to Plaintiff having filed a Motion and Affidavit for Judgment by Default pursuant to A.R.C.P. 55(b)(1), and the court finding: that the Defendant hereinafter was/were regularly and duly served; that the time to answer has expired; that the default was regularly and properly entered and that the allegations in Plaintiff's Complaint are true and correct;

NOW, THEREFORE, IT IS ADJUDGED AND DECREED that the Plaintiff is granted Judgment against the following Defendant:

Betty A Moore

for the principal sum of $1,551.56, plus interest in the amount of $474.97 from and before October 8, 2007, plus interest at the rate of 28.15% per annum from and after October 8, 2007 in the amount of $142.40, for total interest due in the amount of $617.37, , plus plaintiff's costs and disbursements until Judgment @ 10% per

I hereby certify that this is a true and correct copy of the original on file on the Chandler Justice Court.

Justice of the Peace

Clerk

6-24-08
Date

incurred herein totaling $108.00; for a total judgment in the amount of *$2,276.93.*

DONE IN OPEN COURT this date: 2-8-2008

Judge Keith Frankel
San Marcos Justice Court
By the Court

Copies mailed to parties this _____ day of February, 2008.

Gurstel, Staloch & Chargo, P.A.
64 East Broadway Road, Suite 255
Tempe, AZ 85282

Betty A Moore
1800 E Westchester Dr
Chandler AZ 85249-8669

By:_____

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest JUN 30 2008 20___
MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By_____ Deputy

10182

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #6
Lien Unit Phone: (800) 829-3903

Serial Number
725542610

For Optional Use by Recording Office

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2010-1059588 12/06/10 09:58 AM
135 OF 298

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer ELIZABETH MOORE

Residence 825 S DOBSON RD
MESA, AZ 85202-2901

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2005	XXX-XX-9831	03/30/2009	04/29/2019	11595.47
1040	12/31/2006	XXX-XX-9831	03/30/2009	04/29/2019	12602.85
1040	12/31/2007	XXX-XX-9831	03/29/2010	04/28/2020	12960.51
				Total	$ 37158.83

Place of Filing
COUNTY RECORDER
MARICOPA COUNTY
PHOENIX, AZ 85003

This notice was prepared and signed at SEATTLE, WA, on this,

the 25th day of November, 2010.

Signature
for MICHAEL W. COX

Title
ACS
(800) 829-3903

26-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004)
CAT. NO 60025X

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20090746927 08/12/2009 10:52
ELECTRONIC RECORDING

298550-4-1-1--
fraustoj

WHEN RECORDED HOLD FOR:

TRACKDOWN, INC
Jerold Kaplan Law Office, P.C.
Phoenix AZ 85034

(The above space reserved for recording information)

CAPTION HEADING: DEFAULT JUDGMENT

DO NOT REMOVE

This is part of the official document

1053
printed: APR 27 2009
JKLO ACCT#: 298550 MCM465
[ ]

JEROLD KAPLAN LAW OFFICE, PC
2738 E Washington St
Phoenix AZ 85034
Frederick J Dias AZ STATE BAR NO 16458
Patricio Esquivel AZ STATE BAR NO 15048
(602) 258-8433

IN THE SUPERIOR COURT OF
COUNTY OF MARICOPA, STATE OF ARIZONA

MIDLAND FUNDING LLC, Plaintiff, V ABBY FISHER AND THOMAS FISHER, HER HUSBAND AND EACH OF THEM, Defendant(s),	NO. TJ2009-011588 INFORMATION STATEMENT

The Judgment Creditor by and through the undersigned Attorney and pursuant to A.R.S. Section 33-967, as amended, hereby attaches to and records with the Judgment in the above captioned cause the following information statement:

1. Judgment Debtors (Name/Address):
   ABBY FISHER
   THOMAS FISHER
   12440 N 27TH WAY

   Phoenix AZ 85032

2. Judgment Creditor (Name/Address)
   MIDLAND FUNDING LLC,
   %JEROLD KAPLAN LAW OFFICE, PC
   2738 E Washington St Phoenix AZ 85034 (Attorney for Plaintiff)

3. Judgment principal is $1526.72, PLUS costs, interest and attorney fees.

4. Name, Social Security Number, Date of Birth & AZ License #:

ABBY FISHER	THOMAS FISHER
SSN: XXX-XX-4166	SSN: UNKNOWN
DOB: 12121959	DOB: UNKNOWN
AZ LIC#: UNKNOWN	AZ LIC#: UNKNOWN

5. No stay of enforcement has been ordered by the Court.

RESPECTFULLY submitted this April 27, 2009.

JEROLD KAPLAN LAW OFFICE, PC

By _____
Attorney for Plaintiff

5525
printed: APR 27 2009
JKLO ACCT#: 298550 MCM465
[ ]

CERTIFIED COPY

MICHAEL K. JEANES
Clerk of the Superior Court

By KRISTY KEE, Deputy
Date 08/04/2009 Time 09:04 AM

Description	Qty	Amount
CASE# TJ2009-011588		
TRANSFER JUDGEMENT	001	25.00
CERTIFICATIONS	001	26.00
COPIES	002	1.00
TOTAL AMOUNT		52.00

JEROLD KAPLAN LAW OFFICE, PC
2738 E Washington St
Phoenix AZ 85034
Frederick J Dias AZ STATE BAR NO 16458
Patricio Esquivel AZ STATE BAR NO 15048
(602) 258-8433

IN THE JUSTICE COURT OF DREAMY DRAW PRECINCT

COUNTY OF MARICOPA, STATE OF ARIZONA

MIDLAND FUNDING LLC,

Plaintiff,

V

ABBY FISHER AND THOMAS FISHER,
HER HUSBAND AND EACH OF THEM,

Defendant(s),

NO. CC2008302966RC

DEFAULT JUDGMENT

TJ2009-011588

This matter having been regularly presented

IT IS ORDERED that Plaintiff is granted Judgment against the Defendant(s): ABBY FISHER
THOMAS FISHER

Principal		$ 1678.32
Deductions (if any)		-$ 300.00
Accrued interest 09/30/03 - 04/23/09 @ 10.000%		$ 167.73
Accrued costs through date of judgment		$ 148.40
Reasonable attorney's fees		$ 453.15
TOTAL JUDGMENT:		$ 2147.60

With interest on the principal at 10.000% per annum from the date of judgment until paid; interest on costs and reasonable attorney's fe if any allowed, at 10% from the date of judgment until paid, together with after-accruing costs.

DATED this 6-3-09

JUSTICE OF THE PEACE

5210
printed: APR 27 2009
JKLO ACCT#: 298550 MCM465

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest: _____ 20__
Judge Frank J. Conti
Dreamy Draw Justice Court

Lex E. Anderson

Copy of the foregoing mailed this April 27, 2009 to:

ABBY FISHER
12440 N 27TH WAY
PHOENIX AZ 85032

THOMAS FISHER
12440 N 27TH WAY
PHOENIX AZ 85032

JEROLD KAPLAN LAW OFFICE, PC

By _____
Attorney for Plaintiff

5210
printed: APR 27 2009
JKLO ACCT #: 298550 MCM465

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest AUG 04 2009 20___
MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, In and for the County of Maricopa.

By _____ Deputy