

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS

(_____)

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

City of Scottsdale Case Nos. 1-GP-2016 & 1-ZN-2016

**AGREEMENT FOR THE WAIVER OF CLAIMS
FOR DIMINUTION IN VALUE OF PROPERTY**

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the "Agreement") is made in favor of the City of Scottsdale ("City") by _____ a _____ ("Owner").

RECITALS

A. Owner is the fee title owner of property, Parcel No. 128-49-002H located at 6320 & 6350 E. Thomas Road (the "Property").

B. Owner acknowledges that he/she has made a request to the City for application of its land use laws for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.

C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a land owner, in some cases, if the city approves a land use law that reduces the fair market value of the owner's property. This law is sometimes referred to as "Proposition 207" or the "Private Property Rights Protection Act". (ARS 12-1131, et.seq.)

D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes private property owners to enter into agreements with political subdivisions to waive any claim for diminution in value of their property in connection with any action requested by the property owner.

E. City and Owner seek to resolve whether the application of the City's land use laws to the Property constitute a "diminution in value" of the Property or other harm entitling Owner, now or in the future, to seek compensation from the City under the Private Property Rights Protection Act.

IT IS AGREED AS FOLLOWS:

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)

c. Owner has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements

for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions set forth in Case Nos. 1-GP-2016 & 1-ZN-2016 shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that compliance with the stipulations and conditions set forth in Case Nos. 1-GP-2016 & 1-ZN-2016 will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act based on the Owner's request in Case Nos. 1-GP-2016 & 1-ZN-2016. This waiver constitutes a complete release of any and all claims and causes of action under the Private Property Rights Protection Act that may arise out of the Owner's request in Case Nos. 1-GP-2016 & 1-ZN-2016.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have based on the Owner's request in Case Nos. 1-GP-2016 & 1-ZN-2016.

d. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

Owner WL Scottsdale Thomas Owner, LLC Its: See attached signature page and notary

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me
by _____ on this ____ day of _____, 20__.

My commission expires:

Notary Public

SIGNATURE PAGE TO
AGREEMENT FOR THE WAIVER OF CLAIMS
FOR DIMINUTION IN VALUE OF PROPERTY

WL SCOTTSDALE THOMAS OWNER, LLC,
a Delaware limited liability company

By: EW11-WHIREP-Scottsdale Thomas, LLC,
a Delaware limited liability Company
Its: Sole Member

By: Ever West Real Estate Partners, LLC,
a Colorado limited liability company
Its: Non-Member Manager

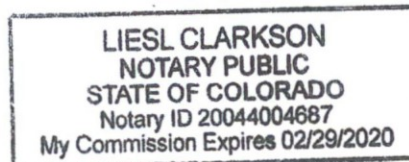
By: 
Name: Paul Andrews
Its: Managing Partner – Chief Financial Officer

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed sworn to and acknowledged before me by Paul Andrews on this 3rd day of June, 2016.

WITNESS my hand and official seal.


Notary Public



My Commission Expires: 2/29/2020

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

**COMMITMENT FOR TITLE INSURANCE****ISSUED BY**

First American Title Insurance Company
through its Division

First American Title Insurance Company**TABLE OF CONTENTS**

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DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	Schedule B (inside)
REQUIREMENTS (Standard)	on the third page
REQUIREMENTS (Continued)	Requirements (inside)
CONDITIONS	on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

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

Part One: (for use with 2006 ALTA policies)

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

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

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

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

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

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

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

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

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

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

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

comply with the Requirements
or
eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
- 5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

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

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



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

SCHEDULE A

Fourth Amended

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

Effective Date: **December 2, 2015** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$12,400,000.00

Proposed Insured:

WL Scottsdale Thomas Owner, LLC, a Delaware limited liability company

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

Scottsdale Executive Villas, L.L.C., an Arizona limited liability company

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

WL Scottsdale Thomas Owner, LLC, a Delaware limited liability company

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Ron B. Robertson @ (602)567-8160/rrobertson@firstam.com.

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

EXHIBIT "A"

PARCEL NO. 1:

THE NORTH 368.00 FEET OF THE SOUTH 408.00 FEET OF THE EAST 1,674.20 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 418.55 FEET.

PARCEL NO. 2:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOLDEN KEYS TWO, ACCORDING TO BOOK 105 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF 61ST PLACE AS SHOWN ON SAID GOLDEN KEYS TWO, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 328.69 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91 DEGREES 01 MINUTE 36 SECONDS AN ARC DISTANCE OF 31.77 FEET TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHWEST QUARTER;

THENCE NORTH 88 DEGREES 57 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE 397.50 FEET TO THE EAST LINE OF THE WEST 418.55 FEET OF THE EAST 1,675.20 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 349.07 FEET TO THE NORTH LINE OF THE SOUTH 404.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88 DEGREES 57 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE 418.52 FEET TO THE POINT OF BEGINNING.

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

**SCHEDULE B
Fourth Amended**

PART TWO:

1. Second installment of 2015 taxes, a lien, payable on or before March 1, 2016, and delinquent May 1, 2016. (All taxes due are paid in full.)
2. Reservations or Exceptions in the Patent to the Land recorded ion Book 25 of Deeds, Page 447, or in Acts authorizing the issuance thereof reading as Follows:

Subject to any vested an accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

3. An easement for telephone, telegraph lines and incidental purposes in the document recorded as Docket 6659 and Page 146.

(Affects Parcel No. 1)

4. An easement for alley, public utilities, street and incidental purposes in the document recorded as Docket 15588 and Page 539.
5. An easement for traffic control, maintenance devices and incidental purposes in the document recorded as Docket 15834 and Page 642.

(Affects Parcel No. 1)

6. An easement for water lines and incidental purposes in the document recorded as Docket 15834 and Page 644.
7. An easement for water lines and incidental purposes in the document recorded as Docket 15914 and Page 581.

The Grantee's Interest under the easement was assigned to City of Scottsdale pursuant to Assignment recorded as 87-046761 of Official Records.

8. Public utility, emergency vehicle access and refuse access easements dedicated as shown on the plat of Map of Dedication Scottsdale Corporate Center Phase One, as recorded June 22, 1982 as Plat Book 243 of Maps, Page 2.

Thereafter Parcel No. 1 herein was withdrawn from said plat and the Declaration of Horizontal Property Regime recorded as Docket 15982, Page 20 by Declaration of Withdrawal of Property

from Horizontal Property Regime Scottsdale Corporate Center Phase One recorded as 83-420214 of Official Records and thereafter said Horizontal Property Regime was terminated by Termination of Horizontal Property Regime and Declaration of Covenants and Restrictions recorded as 2002-198685 of Official Records.

9. An easement for communication, other facilities and incidental purposes in the document recorded as 85-226574 of Official Records.

(Affects Parcel No. 1)

10. An easement for underground power and incidental purposes in the document recorded as 94-686467 of Official Records.

11. An easement for vehicular non-access and incidental purposes in the document recorded as 97-504661 of Official Records.

(Affects Parcel No. 1)
12. An easement for underground power and incidental purposes in the document recorded as 2000-545450 of Official Records.
13. An easement for permanent drainage and incidental purposes in the document recorded as 2000-619015 of Official Records and thereafter assigned by document recorded as 2004-985076 of Official Records.

(Affects Parcel No. 1)
14. This item has been intentionally deleted.
15. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Superior Surveying Services, Inc. on October 5, 2015 and revised October 12, 2015, designated Job Number 150939:
a) overhead electric lines traversing a southeast portion of Parcel No. 1 as delineated on the survey
16. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.
NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
17. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

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

Fourth Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. First half of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$83,051.02 for the year 2015 under Assessor's Parcel No. 128-49-002H 0.

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$31,064.60 for the year 2015 under Assessor's Parcel No. 128-49-235 9.

(Affects Parcel No. 2)

3. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in a Revolving Loan Agreement with a credit limit in the principal amount of \$4,725,000.00 recorded April 16, 2013 as 2013-0345299 of Official Records.

Dated: April 15, 2013

Trustor: Scottsdale Executive Villas, L.L.C., an Arizona limited liability company

Trustee: First American Title Insurance Company, a California corporation

Beneficiary: Wells Fargo Bank, National Association

Together with a termination of the Equity Line of Credit secured by said Deed of Trust.

4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

REQUIREMENT SATISFIED

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

6. Furnish any amendments to the Articles of Organization filed with the Arizona Corporation Commission, any amendments to the Operating Agreement or changes in membership subsequent to April 15, 2013, relating to Scottsdale Executive Villas, L.L.C., a(n) Arizona limited liability company.
7. Record Warranty Deed from Scottsdale Executive Villas, L.L.C., an Arizona limited liability company to Buyer(s).

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

8. Such further requirements as may be necessary after completion of the above.
9. Return to title department for final recheck before recording.

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

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

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S.¹ 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

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

End of Requirements



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 6200 - 6390 East Thomas Road
- b. County Tax Assessor's Parcel Number: 128-49-002H and 128-49-235
- c. General Location: NWC of Thomas Road and 64th Street
- d. Parcel Size: Roughly 13.4 acres
- e. Legal Description: See Attached

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

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

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

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

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

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

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

Name (printed)

Date

Signature

DAVID E RAMSAY
GEORGE ANDREW III

1/8, 2016
1/10, 2016
_____, 20____
_____, 20____

[Signature]
[Signature]

Planning and Development Services

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

EXHIBIT "A"

PARCEL NO. 1:

THE NORTH 368.00 FEET OF THE SOUTH 408.00 FEET OF THE EAST 1,674.20 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 418.55 FEET.

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A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOLDEN KEYS TWO, ACCORDING TO BOOK 105 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF 61ST PLACE AS SHOWN ON SAID GOLDEN KEYS TWO, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 328.69 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91 DEGREES 01 MINUTE 36 SECONDS AN ARC DISTANCE OF 31.77 FEET TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHWEST QUARTER;

THENCE NORTH 88 DEGREES 57 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE 397.50 FEET TO THE EAST LINE OF THE WEST 418.55 FEET OF THE EAST 1,675.20 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 349.07 FEET TO THE NORTH LINE OF THE SOUTH 404.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88 DEGREES 57 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE 418.52 FEET TO THE POINT OF BEGINNING.