

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



# Appeals of Dedication, Exactions, or Zoning Regulations

## Rights of Property Owner

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

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

## Appeal Procedure

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

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

For questions, you may contact:

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

Address your appeal to:

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

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

## Planning and Development Services

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

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

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

1465 N. SCOTTSDALE RD, SCOTTSDALE ARIZONA

(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.

Jonathan D. Skrzyr

Signature of Property Owner

Date

7.27.2016

**34-DR-2016**  
**07/27/16**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Skysong ASU Scottsdale Innovation Center**

**APN 131-17-014F**

**Building 6**

A parcel of land lying within Section 2, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 2, a 3-inch City of Scottsdale brass cap in handhole, from which the west quarter corner of said section, a stone in handhole, bears South 00°00'06" West (basis of bearing), a distance of 2636.82 feet;

**THENCE** along the west line of said section, South 00°00'06" West, a distance of 485.53 feet;

**THENCE** leaving said west line, South 89°59'54" East, a distance of 350.55 feet, to the **POINT OF BEGINNING**;

**THENCE** North 90°00'00" East, a distance of 295.68 feet;

**THENCE** South 00°00'00" East, a distance of 101.66 feet;

**THENCE** North 89°59'44" West, a distance of 41.73 feet;

**THENCE** South 00°00'00" West, a distance of 7.09 feet;

**THENCE** North 89°59'59" West, a distance of 17.33 feet;

**THENCE** South 00°00'03" East, a distance of 55.98 feet;

**THENCE** South 90°00'00" West, a distance of 236.61 feet;

**THENCE** North 00°00'00" East, a distance of 164.73 feet, to the **POINT OF BEGINNING**.

*Wood, Patel & Associates, Inc.*  
(480) 834-3300  
[www.woodpatel.com](http://www.woodpatel.com)



Page 1 of 1

**34-DR-2016**  
**07/27/16**

NW COR. SEC. 2, T1N, R4E  
 3<sup>rd</sup> CITY OF SCOTTSDALE  
 BRASS CAP IN HANDHOLE  
 POINT OF COMMENCEMENT

**MCDOWELL ROAD**

**SCOTTSDALE ROAD**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°59'54"E	350.55'
L2	N90°00'00"E	295.68'
L3	S00°00'00"E	101.66'
L4	N89°59'44"W	41.73'
L5	S00°00'00"W	7.09'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N89°59'59"W	17.33'
L7	S00°00'03"E	55.98'
L8	N90°00'00"W	236.61'
L9	N00°00'00"E	164.73'

(BASIS OF BEARING)

S00°00'06"W 2636.82'

2151.29'  
 485.53'

EX. 65' RW

DKT 3186, PG 451,  
 M.C.R.

ASUF SCOTTSDALE LLC (LEASE)  
 APN: 131-17-014F

L1

L2

POINT OF  
 BEGINNING

L9

L6

L4

L5

L3

**SKYSONG BOULEVARD**

L8

W 1/4 COR., SEC. 2,  
 T1N, R4E  
 STONE IN  
 HANDHOLE



**EXHIBIT "B"**

SKYSONG ASU SCOTTSDALE INNOVATION CENTER  
 APN 131-17-014F  
 BUILDING 6  
 NOT TO SCALE

**WOOD/PATEL**  
 MISSION: CLIENT SERVICE  
 (480) 834-3300  
 WWW.WOODPATEL.COM

**INNOVATION PLACE**

**INFORMATION**

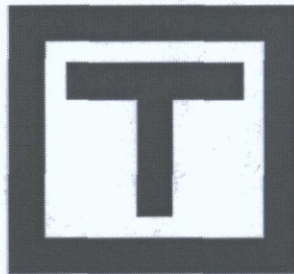
The Title Insurance Commitment is a legal contract between you and the company set forth below. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

We 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.**



**THOMAS**  
Title & Escrow

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Thomas Title & Escrow**

as Issuing Agent for First American Title Insurance Company

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EXCEPTIONS - PART TWO ..... Schedule B (inside)  
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REQUIREMENTS (Continued) .....Requirements (inside)  
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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**

## AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

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### SCHEDULE B - EXCEPTIONS

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

**Part One: (for use with 2006 ALTA policies)**

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

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

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

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

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

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

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

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

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

**REQUIREMENTS**  
(Standard)

The following requirements must be met:

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

(Continued on Requirements Page)

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**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

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**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.**

# First American - Training Office 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](http://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

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Effective Date: July 11, 2016 at 5:00 pm

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

**ALTA 2006 EXTENDED OWNER'S POLICY**

Proposed Insured: To Come

2. The estate or interest in the land described or referred to in this commitment and covered herein is **SubLeasehold Estate as set forth in Schedule A, Part II**, and title thereto is at the effective date vested in:

**City of Scottsdale, an Arizona municipal corporation as to Fee Simple;  
ASUF Scottsdale, L.L.C., an Arizona limited liability company as to leasehold; and  
Skysong Office 3, LLC, a Delaware Limited Liability Company as to subleasehold**

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

**To Come**

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

**SEE ATTACHED EXHIBIT "A"**

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

**N/A**

Countersigned  
**Thomas Title & Escrow, LLC**

BY:   
Authorized Signature

**EXHIBIT "A"**

**A parcel of land lying within Section 2, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:**

**COMMENCING at the Northwest corner of said Section 2, a City of Scottsdale brass cap in handhole, from which the West quarter corner of said section, a stone in handhole, bears South 00°00'06" West (basis of bearing), a distance of 2636.82 feet;**

**THENCE along the West line of said Section, South 00°00'06" West, a distance of 1014.98 feet;**

**THENCE leaving said West line, South 89°59'54" East, a distance of 65.00 feet, to the East right-of-way line of Scottsdale Road and the POINT OF BEGINNING;**

**THENCE leaving said East right-of-way line, South 90°00'00" East, a distance of 159.01 feet;**

**THENCE South 00°00'00" West, a distance of 176.02 feet;**

**THENCE South 01°14'34" East, a distance of 72.40 feet;**

**THENCE South 00°05'10" West, a distance of 20.03 feet;**

**THENCE South 00°48'21" East, a distance of 2.49 feet;**

**THENCE South 00°04'51" West, a distance of 55.58 feet;**

**THENCE South 00°57'04" East, a distance of 44.98 feet, to the North line of a 20-foot alley as shown on Final Plat recorded in Book 85, page 33, Maricopa County Records(M.C.R.);**

**THENCE along said North line, South 88°59'19" West, a distance of 161.29 feet, to the East right-of-way line of said Scottsdale Road;**

**THENCE leaving said North line, along said East right-of-way line, North 00°00'06" East, a distance of 374.31 feet to the POINT OF BEGINNING.**

**Schedule A, Part II**

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

**A Ground Lease dated August 9, 2004, executed by City of Scottsdale, a Arizona municipal corporation, as landlord, and ASUF SCOTTSDALE, L.L.C., an Arizona limited liability company, as tenant, recorded August 9, 2004 as 2004-920528 and 2004-920529, of Official Records;**

**First Amendment to Ground Lease recorded September 14, 2006 as 2006-1225303, of Official Records;**

**Second Amendment to Ground Lease recorded February 07, 2012 as 2012-100586, of Official Records;**

**Third Amendment to Ground Lease recorded February 23, 2012 as 2012-148324, of Official Records;**

**Fourth Amendment to Ground Lease recorded August 20, 2013 as 2013-757229, of Official Records.**

**Fifth Amendment to Ground Lease recorded April 20, 2015 as 2015-270211 and re-recorded as 2015-367919, of Official Records.**

**Sixth Amendment to Ground Lease recorded June 23, 2015 as 2015-445841, of Official Records.**

**A Ground Sublease Agreement dated August 16, 2013, executed by ASUF Scottsdale, L.L.C., an Arizona limited liability company, as sublessor and SkySong Office 3, LLC, a Delaware limited liability company, as sublessee, as disclosed by a Memorandum of Sublease recorded August 16, 2013 as 2013-749883 and as disclosed by a Ground Sublease Estoppel and Recognition Agreement recorded October 5, 2015 as 2015-0715767, of Official Records.**

**A Ground Sublease dated \_\_\_\_\_, executed by SkySong Office 3, LLC, a Delaware limited liability company to \_\_\_\_\_, recorded \_\_\_\_\_, as \_\_\_\_\_.**

# First American Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: July 11, 2016, 5:00pm

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

1. **NOTE: The records of the County Treasurer indicate that the land was exempt from taxes for the year 2015.**  
  
**NOTE: Taxes are assessed in the total amount of \$0 for the year 2015 under Assessor's Parcel No. 131-17-014H.**  
**(Covers more property)**
2. **Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. 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(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.**
3. **Completion of inspection now in progress by an employee of Thomas Title & Escrow. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.**
4. **Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.**
5. **Furnish Landlord's Estoppel Affidavit evidencing that the Lessee of the Lease shown in Schedule A, Part Two, is not in default under any of the provisions thereof and that the transaction contemplated herein is not a violation of any of the provisions contained therein.**

6. **FURNISH the Company with written statements from the Member(s) or Manager(s) named below stating that the Operating Agreement for the following Limited Liability Company has not been amended, from date listed below, or if said Agreement has been amended, furnish a copy of said amendment to the Company for review:**

**Dated: October 9, 2015**

**NOTE: Documentation on file in this office authorizes the following to execute any necessary instruments on behalf of SkySong Office 3, LLC, a Delaware limited liability company: SkySong Plaza 3, LLC, an Arizona limited liability company, as Administrative Member**

**NOTE: Documentation on file in this office authorizes the following to execute any necessary instruments on behalf of SkySong Plaza 3, LLC, an Arizona limited liability company: Harper SkySong Plaza 3, LLC, an Arizona limited liability company, as Managing Member**

**NOTE: Documentation on file in this office authorizes the following to execute any necessary instruments on behalf of Harper SkySong Plaza 3, LLC, an Arizona limited liability company: Sharon J. Harper and Oliver J. Harper, as Co-Trustees of the Harper Family Revocable Trust, under Agreement dated November 5, 1998, as amended, as Members**

7. **Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.**

**Thomas Title and Escrow reserves the right to make additional exceptions and/or requirements after examination of the item(s) submitted in satisfaction of the requirement(s) above.**

8. **Record full release and reconveyance of a Deed of Trust to secure an original indebtedness in the amount of \$24,500,000.00 and any other amounts or obligations secured thereby, recorded October 5, 2015 as 2015-0715765 and re-recorded October 9, 2015 as 2015-0728797, of Official Records, dated October 5, 2015, by SKYSONG OFFICE 3, LLC, Trustor, THOMAS TITLE & ESCROW, LLC, Trustee and LIFE INSURANCE COMPANY OF THE SOUTHWEST, Beneficiary.**
9. **Record Full Release of an Absolute Assignment of Leases and Rents, recorded October 5, 2015 as 2015-0715766 and re-recorded October 9, 2015 as 2015-0728796, of Official Records, as additional security for the payment of the indebtedness secured by the Deed of Trust recorded October 5, 2015 as 2015-071575 and re-recorded October 9, 2015 as 2015-0728797, of Official Records**
10. **Record Sublease as shown on Schedule A, Part Two.**

#### **END OF SCHEDULE B - REQUIREMENTS**

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

# First American Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: July 11, 2016, 5:00pm

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

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

1. **Taxes for the full year of 2016. (The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017).**
2. **Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.**
3. **Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.**
4. **The liabilities and obligations imposed upon the land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation, and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.**
5. **Any charge upon the land by reason of its inclusion in Skysong Owners Association.**
6. **An easement for water mains and incidental purposes recorded as Docket 7498, page 195, of Official Records.**
7. **All matters as set forth in Agreement, recorded August 9, 2004, as 2004-920526, of Official Records.**
8. **All matters as set forth in Trust Indenture, recorded August 18, 2004, as 2004-1216682, of Official Records.**
9. **All matters as set forth in Agreement, recorded October 18, 2004, as 2004-1216683, of Official Records.**
10. **All matters as set forth in Agreement, recorded February 7, 2006, as 2006-176289, of Official Records.**
11. **The terms, conditions and provisions contained in the document entitled Declaration of Cross Easement recorded June 19, 2006 as 2006-820026, of Official Records and rerecorded June 29, 2006 as 2006-877346, of Official Records.**



12. **Covenants, conditions, restrictions, liabilities and obligations in the document recorded October 6, 2006 as 2006-1328277, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes;**  
**Amendment of said Declaration recorded March 4, 2009 as 2009-191194;**  
**First Amendment to said Declaration recorded January 17, 2013 as 2013-53117, of Official Records; and**  
**Assignment and Assumption of Administrative Agent's Rights, Responsibilities and Obligations recorded January 17, 2013 as 2013-53118, of Official Records.**
13. **All matters as set forth in Agreement, recorded November 29, 2006, as 2006-1561084, of Official Records.**
14. **An easement for public utility and incidental purposes recorded as 2008-883877, of Official Records.**
15. **All matters as set forth in Resolution No. 8356 designating a portion of the City of Scottsdale as a Single Central Business District recorded June 29, 2010, as 2010-549775, of Official Records**
16. **All matters as set forth in City of Scottsdale Quit Claim Deed concerning Historic Rights recorded March 8, 2012, as 2012-193699, of Official Records.**
17. **The terms and conditions of the lease set forth in Schedule A, Part II.**
18. **An unrecorded lease dated July 30, 2013, 2013, executed by SkySong Office 3, LLC, a Delaware limited liability company, as assignee of SkySong Plaza 3, LLC, an Arizona limited liability company, as lessor and Arizona Board of Regents, a body corporate, acting for and on behalf of Arizona State University, as lessee, as disclosed by a(n) Subordination, Non-Disturbance and Attornment Agreement recorded August 16, 2013 as 2013-749885, of Official Records**
19. **An unrecorded lease dated August 16, 2013, 2013, executed by SkySong Office 3, LLC, a Delaware limited liability company, as assignee of SkySong Plaza 3, LLC, an Arizona limited liability company, as lessor and Plaza Del Rio Management Corp., an Arizona corporation, as lessee, as disclosed by a(n) Subordination, Non-Disturbance and Attornment Agreement recorded August 16, 2013 as 2013-749886, of Official Records.**
20. **An unrecorded lease dated August 16, 2013, 2013, executed by SkySong Office 3, LLC, a Delaware limited liability company, as assignee of SkySong Plaza 3, LLC, an Arizona limited liability company, as lessor and Webfilings, LLC, a California limited liability company, as lessee, as disclosed by a(n) Subordination, Non-Disturbance and Attornment Agreement recorded August 19, 2013 as 2013-754138, of Official Records.**
21. **An easement for underground electrical and incidental purposes recorded as 2014-154841, of Official Records.**
22. **All matters as set forth in Notice of Street Corridor and Utility Corridor Statement, recorded June 19, 2015, as 2015-441027 and Notice of Amendment recorded January 28, 2016 as 2016-0059602, of Official Records**
23. **All matters as set forth in Parking Easement and Cost Sharing Agreement, recorded September 11, 2015, as 2015-657211, of Official Records.**

24. **An easement for Surface Parking Easement Agreement and incidental purposes recorded as 2016-0373972, of Official Records.**
25. **An easement for underground electrical conduits and conductors and incidental purposes recorded as 2016-0368896, of Official Records.**
26. **The effect of a map purporting to show the land recorded January 28, 2016 as 2016-0058268.**
27. **Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.**
28. **Any facts about the land that an inspection or inquiry of parties in possession would disclose and that are not shown by the Public Records.**
29. **Any rights, interest or claims of parties in possession of the land not shown by the public records. NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.**

**END OF SCHEDULE B - EXCEPTIONS**