

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Unofficial Document



When recorded mail to:

Wayne A. Smith
Robbins & Green, P.A.
1800 Norwest Tower
3300 North Central Avenue
Phoenix, Arizona 85012

OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
95-0525630 08/30/95 04:42

TONY 2 OF 7

LAWYERS TITLE OF ARIZONA, INC.

300134-KLS

2 of 7

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 30 day of August, 1995, by and between MALL AT THE CROSSROADS, INC., a Washington corporation ("MATC"), and SONORA CENTER DEVELOPMENT, an Arizona general partnership ("Sonora").

RECITALS:

A. MATC owns the real property described on Exhibit "A" attached hereto (the "MATC Parcel").

B. Sonora has purchased from MATC the real property described on Exhibit "B" attached hereto (the "Sonora Parcel"). The Sonora Parcel is contiguous to the MATC Parcel.

C. The parties believe it to be in their mutual best interests to have a roadway constructed on portions of their respective parcels which will provide access to both parcels and, for that purpose, they have agreed to grant to one another, for the benefit of their respective properties, the easements hereinafter set forth. Further, the parties have entered into this Agreement for the purpose of establishing their respective rights and obligations concerning the construction and maintenance of the improvements on said roadway.

AGREEMENT:

NOW, THEREFORE, MATC and Sonora declare, covenant and agree that the MATC Parcel and the Sonora Parcel shall be held, sold, conveyed and used subject to the easements, servitudes, covenants and conditions granted under this Agreement.

EASEMENTS:

1. MATC Parcel Easement.

(A) Subject to any reservation contained in this Section 1, MATC hereby grants to Sonora and hereby creates and imposes upon the MATC Parcel, for the benefit of the Sonora Parcel,

a perpetual nonexclusive easement over, across and upon that portion of the MATC Parcel described on Exhibit "C" attached hereto (the "MATC Easement Parcel"), for the following purposes: (i) ingress to and egress from the Sonora Parcel and Northsight Boulevard and Pima Road for the passage of vehicles of Sonora and its officers, directors, employees, agents, contractors, suppliers and customers ("Sonora's Permittees"); (ii) the installation, maintenance and repair of conduits for water, sewer, electricity, gas and other utilities serving the Sonora Parcel; and (iii) the construction, maintenance, repair and replacement of driveways, lanes, curbs, gutters and traffic control signs on the easement area. All construction and replacement under clause (iii) shall be performed in accordance with plans and specifications approved by MATC and Sonora and by the appropriate government authority responsible for issuance of the building permit.

(B) MATC reserves from the easements granted under Paragraph 1(A) of this Agreement:

(1) The right to the use of that part of the MATC Parcel burdened by the easement granted in Paragraph 1(A) by MATC and MATC's partners and tenants and their respective directors, officers, employees, agents, contractors, customers and suppliers ("MATC's Permittees") for (i) vehicular ingress to and from the MATC Parcel and Northsight Boulevard and Pima Road; (ii) for the installation, maintenance and repair of conduits for water, sewer, electricity, gas and other utilities serving the MATC Parcel; and (iii) for the construction, maintenance, repair and replacement of driveways, lanes, curbs, gutters and traffic control signs on the easement area.

(2) The right to establish reasonable, nondiscriminatory regulations and traffic controls, directional signs, markers, curbs and striping for the regulation of traffic using the easement, all of which will not interfere with the use of the easement by Sonora's Permittees.

(3) Nothing contained in this Agreement shall grant Sonora or its Permittees the right to control or limit the construction, demolition or modification of improvements of any nature, including buildings, parking areas and driveways, utilities, plazas, sidewalks and other facilities designed for vehicular use on the MATC Parcel, as long as during and upon completion of such construction, demolition or alteration, reasonable facilities exist to allow vehicular use of the easement granted under Paragraph 1(A) of this Agreement.

(C) The easement granted under this Section 1 shall burden and be a servitude upon the MATC Parcel and shall benefit and be appurtenant to the Sonora Parcel. The easement shall run

with the land but shall be subject at all times to the reservations set forth in this Agreement.

2. Sonora Parcel Easement.

(A) Subject to any reservation contained in this Section 2, Sonora hereby grants to MATC and hereby creates and imposes upon the Sonora Parcel, for the benefit of the MATC Parcel, a perpetual nonexclusive easement over, across and upon that portion of the Sonora Parcel described on Exhibit "D" attached hereto (the "Sonora Easement Parcel"), for the following purposes: (i) ingress to and egress from the MATC Parcel and Northsight Boulevard and Pima Road for the passage of vehicles of MATC and its officers, directors, employees, agents, contractors, suppliers and customers ("MATC's Permittees"); (ii) the installation, maintenance and repair of conduits for water, sewer, electricity, gas and other utilities serving the MATC Parcel; and (iii) the construction, maintenance, repair and replacement of driveways, lanes, curbs, gutters and traffic control signs on the easement area. All construction and replacement under clause (iii) shall be performed in accordance with plans and specifications approved by Sonora and MATC and by the appropriate government authority responsible for issuance of the building permit.

(B) Sonora reserves from the easements granted under Paragraph 2(A) of this Agreement:

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(1) The right to the use of that part of the Sonora Parcel burdened by the easement granted in Paragraph 2(A) by Sonora and Sonora's partners and tenants and their respective directors, officers, employees, agents, contractors, customers and suppliers ("Sonora's Permittees") for (i) vehicular ingress to and from the Sonora Parcel and Northsight Boulevard and Pima Road; (ii) for the installation, maintenance and repair of conduits for water, sewer, electricity, gas and other utilities serving the Sonora Parcel; and (iii) for the construction, maintenance, repair and replacement of driveways, lanes, curbs, gutters and traffic control signs on the easement area.

(2) The right to establish reasonable, nondiscriminatory regulations and traffic controls, directional signs, markers, curbs and striping for the regulation of traffic using the easement, all of which will not interfere with the use of the easement by MATC's Permittees.

(3) Nothing contained in this Agreement shall grant MATC or its Permittees the right to control or limit the construction, demolition or modification of improvements of any nature, including buildings, parking areas and driveways, utilities, plazas, sidewalks and other facilities designed for vehicular use on the Sonora

Parcel, as long as during and upon completion of such construction, demolition or alteration, reasonable facilities exist to allow vehicular use of the easement granted under Paragraph 2(A) of this Agreement.

(C) The easement granted under this Section 2 shall burden and be a servitude upon the Sonora Parcel and shall benefit and be appurtenant to the MATC Parcel. The easement shall run with the land but shall be subject at all times to the reservations set forth in this Agreement.

3. Construction of Roadway Improvements.

Sonora agrees to construct a roadway, approximately one-half of which shall lie on the MATC Easement Parcel and approximately one-half of which shall lie on the Sonora Easement Parcel, together with related improvements such as curbs, drainage facilities, street lights, traffic signals, signs, and other improvements customarily associated with a roadway. All costs of constructing the roadway and related improvements shall be the sole responsibility of Sonora. The roadway and related improvements shall be constructed in accordance with plans and specifications mutually acceptable to Sonora and MATC. Sonora agrees to satisfy all requirements of the City of Scottsdale in the construction of the roadway and related improvements. Sonora shall not permit any mechanics', materialmen's or other liens to attach to the MATC Parcel by reason of its construction of the roadway and related improvements, and Sonora hereby indemnifies and holds MATC and the MATC Parcel harmless from any and all loss or liability resulting from the construction of the roadway and related improvements.

4. Temporary Construction Easement.

MATC hereby grants to Sonora a temporary easement to use a twenty (20) foot strip of land lying South of and contiguous to the MATC Easement Parcel (the "Temporary Construction Easement") for general construction purposes relating to the construction of the roadway and related improvements. The Temporary Construction Easement shall terminate at such time as the construction of the roadway and related improvements is completed.

5. Maintenance of Roadway Improvements.

(A) Following Sonora's construction of the roadway improvements, Sonora shall be solely responsible for maintaining and repairing the improvements at its expense. If Sonora fails to maintain the roadway in a safe and attractive condition, repairs and maintenance may be done by MATC upon fifteen (15) days written notice to Sonora specifying the nature of the repairs or maintenance and the estimated cost thereof (except that emergency repairs necessary to correct any condition that might jeopardize the safety of anyone using the roadway may be made by MATC without prior notice to Sonora). In the event the repairs or maintenance specified in the notice are performed by or at the expense of MATC

after said fifteen (15) day notice to Sonora (or sooner, in the event of emergency repairs), MATC shall be entitled to recover the expense of such repairs or maintenance from Sonora, plus interest thereon at the rate of eighteen percent (18%) per annum, and such expense, if not paid within ten (10) days after written demand therefor, shall constitute a lien against the Sonora Parcel. If Sonora disputes the need for any expense incurred by MATC, such dispute shall be resolved by arbitration. Each party shall select an arbiter and, if the two arbiters cannot agree, they shall select a third arbiter and the majority decision of the three arbiters shall be binding upon the parties. Each party shall bear the expenses of the arbiter chosen by it, and the expenses of the third arbiter, if any, shall be borne equally by the parties.

(B) Any traffic controls, signals or striping on the roadway shall be constructed, installed and maintained pursuant to the requirements of the appropriate government authority so as to provide reasonable, safe control of all vehicles passing to and from Northsight Boulevard and Pima Road and the parcels and shall not be installed in a manner giving preference to either parcel.

(C) If it becomes necessary for the owner of either parcel to temporarily curtail or interrupt use of the roadway for purposes of construction, repair, installation of underground utilities or other purposes not inconsistent with the construction or operation of any building on any parcel, the party proposing to interrupt or curtail the use of the roadway shall give at last thirty (30) days prior notice to the other party. The party proposing the interruption or curtailment shall then attempt to provide for rerouting of traffic so as to present the least possible inconvenience to the use of the roadway by the other party or the other party's Permittees. Unless agreed to in writing by the other party, neither parcel owner shall interrupt or curtail the use of the roadway at any time which would interfere with the business on the other party's parcel.

6. Miscellaneous.

(A) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only with the written consent of all record owners of the MATC Parcel and the Sonora Parcel.

(B) No Rights in Public. No part of this Agreement shall be construed as creating any rights in the general public, nor shall any part be construed as dedicating for public use any portion of the easements described in this Agreement.

(C) Successors. The easements set forth in this Agreement shall run with the land and inure to the benefit of the successors and assigns of MATC and Sonora. Use of the terms "MATC" and "Sonora" shall be deemed to mean the named parties and, upon any sale of a parcel by either party, the person or entity who becomes a fee owner of a parcel. Each person who becomes an owner

of a parcel shall be bound by the easements burdening such parcel and each party transferring ownership of a parcel shall no longer be entitled to rights and easements accruing to the owner of such parcel.

(D) Condition of Grant. Each easement herein is granted subject to all taxes and other assessments, reservations in patents and all easements, right-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

(E) Indemnity. Each owner of a parcel benefitted by an easement granted under this Agreement shall defend, indemnify and hold harmless the owner of the parcel burdened by such easement from and against any claim or liability arising from death, personal injury or property damage caused by or arising out of negligent use of the burdened parcel under the right of such easement and all costs and expenses, including without limitation attorneys' fees, incurred by the indemnified party in connection therewith.

(F) Notice. Any notices given under the terms of this Agreement shall be given in writing by registered or certified United States mail addressed as follows:

If to MATC:

Unofficial Document

Mall at the Crossroads, Inc.
c/o Northsight Corporation
Attn: Michael Leary
14100 N. Northsight Blvd.
Scottsdale, Arizona 85260

If to Sonora:

Sonora Center Development
Attn: Luigi Talarico, Jr.
2525 E. Camelback Rd., Suite 960
Phoenix, Arizona 85016

Notices shall be deemed to be given on the day of deposit in the mail, evidenced by the postmark.

(G) Prior Agreements. This Agreement supersedes all prior agreements between the parties with respect to easements on the properties described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MALL AT THE CROSSROADS, INC.,
a Washington corporation

SONORA CENTER DEVELOPMENT, an
Arizona general partnership

By: Sonora Village, Inc., an
Arizona corporation

By: [Signature]
Its: President

By: [Signature]
Luigi Talarico, Jr.
Its: President

By: BVT Capital Partners II,
L.P., a Delaware limited
partnership

By: BVT Real Estate Develop-
ment, Inc., general
partner

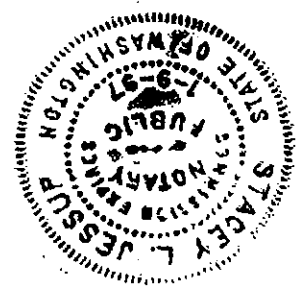
By: [Signature]
Its: President

STATE OF Washington,
County of Snohomish) SS. Unofficial Document

On this 24th day of August, 1995, before me,
the undersigned Notary Public, personally appeared J. Glen
Edson, known to me (or satisfactorily proven) to be the
person whose name is above subscribed, who acknowledged to me that
(s)he is the President of Mall at the Crossroads, Inc., a
Washington corporation, and that (s)he executed the foregoing
instrument in such capacity on behalf of said corporation, being so
authorized to do.

[Signature] STACEY JESSUP
Notary Public

My Commission Expires:
1-9-97

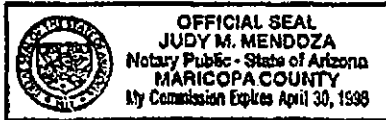


STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 30th day of August, 1995, before me, the undersigned Notary Public, personally appeared Luigi Talarico, Jr., known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that he is the President of Sonora Village, Inc., an Arizona corporation, general partner of Sonora Center Development, an Arizona general partnership, and that he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Judy M. Mendoza
Notary Public

My Commission Expires:
4-30-98



STATE OF Arizona,)
) ss.
County of Maricopa)

On this 30th day of August, 1995, before me, a Notary Public, personally appeared James E. Himelrick, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, who acknowledged that he/she is the President of BVT Real Estate Development, Inc., a partner, a general partner of BVT Capital Partners II, L.P., who is a partner of Sonora Center Development, an Arizona general partnership, and that he/she executed this instrument in said capacity on behalf of said corporation, being so authorized to do.

Judy M. Mendoza
Notary Public

My Commission Expires:
4-30-98



EXHIBIT "A"

MATC PARCEL

Those portions of parcels 1, 4 and 6 and Northsight Boulevard, according to the Map of Dedication for NORTHSIGHT II, recorded in Book 315 of Maps, Page 15 and the Affidavit of Corrections recorded in Instrument number 88-312897, records of Maricopa County, and G.L.O lots 37 and 38 and a portion of G.L.O. lot 17, Section 12, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 12;
thence North 89 degrees 57 minutes 13 seconds West along the North line of said Section 12 a distance of 60.00 feet to a point on the West line of the East 60 feet of said Section 12, said point being the TRUE POINT OF BEGINNING;
thence South 00 degrees 07 minutes 35 seconds West along said West line a distance of 117.50 feet to a point on the West line of State Route 117 as recorded in Instrument number 88-013562, records of Maricopa County;
thence South 04 degrees 59 minutes 25 seconds West along said West line a distance of 2490.51 feet to the Southeast corner of said parcel 6;
thence North 89 degrees 58 minutes 09 seconds West along the South line of said parcels 6 and 1 a distance of 1050.22 feet to the beginning of a curve concave southerly and having a radius of 1095.00 feet;
thence westerly along the South line of said parcel 1 and the arc of said curve through a central angle of 04 degrees 00 minutes 45 seconds a distance of 76.68 feet to the beginning of a reverse curve concave northerly and having a radius of 289.50 feet;
thence westerly along said South line and the arc of said curve through a central angle of 05 degrees 06 minutes 25 seconds a distance of 25.80 feet to a point of tangency;
thence North 88 degrees 53 minutes 36 seconds West along said South line a distance of 55.74 feet to the beginning of a curve concave southerly and having a radius of 158.50 feet;
thence westerly along said South line and the arc of said curve through a central angle of 07 degrees 36 minutes 09 seconds a distance of 21.03 feet to a point of tangency;
thence South 83 degrees 30 minutes 15 seconds West along said South line and the westerly prolongation thereof a distance of 154.71 feet to the beginning of a curve concave northeasterly and having a radius of 20.00 feet;
thence northwesterly along the arc of said curve through a central angle of 96 degrees 41 minutes 53 seconds a distance of 33.75 feet to a point of tangency;
thence North 00 degrees 12 minutes 08 seconds East along a line 10

feet west of and parallel with the East line of said Northsight Boulevard a distance of 757.31 feet to the beginning of a curve concave southeasterly and having a radius of 1055.00 feet;

thence northeasterly along said parallel line and the arc of said curve through a central angle of 39 degrees 22 minutes 00 seconds a distance of 724.87 feet to a point of tangency;

thence North 39 degrees 34 minutes 08 seconds East continuing along said parallel line a distance of 516.37 feet to the beginning of a curve concave northwesterly and having a radius of 1145.00 feet;

thence northeasterly along the arc of said curve continuing along said parallel line through a central angle of 42 degrees 49 minutes 16 seconds a distance of 855.74 feet;

thence North 89 degrees 01 minutes 51 seconds East leaving said parallel line a distance of 437.31 feet;

thence North 79 degrees 08 minutes 16 seconds East 460.00 feet;

thence South 89 degrees 51 minutes 44 seconds East 230.00 feet to a point on the West line of the East 60 feet of Section 1, Township 3 North, Range 4 East;

thence South 00 degrees 08 minutes Unofficial Document 5 seconds West along said West line a distance of 112.80 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

SONORA PARCEL

Those portions of Parcel 4 and Northsight Boulevard, NORTHSIGHT II, according to Book 315 of Maps, page 15 and Affidavit of Correction, recorded in Document No. 88-312897 records of Maricopa County, and a portion of the Southeast quarter of Section 1, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Southeast corner of said Section 1;

thence North 00 degrees 08 minutes 16 seconds East along the East line of said Southeast quarter a distance of 112.70 feet;

thence North 89 degrees 51 minutes 44 seconds West 60.00 feet to a point on the West line of the East 60 feet of said Southeast quarter said point being the TRUE POINT OF BEGINNING;

thence continuing North 89 degrees 51 minutes 44 seconds West 230.00 feet;

thence South 79 degrees 08 minutes 16 seconds West 460.00 feet;

thence South 89 degrees 01 minutes 51 seconds West 437.31 feet to a point on a line which lies 10 feet Westerly of and parallel with the Westerly line of said Parcel 4 said point lying on a curve the radius of which bears South 86 degrees 44 minutes 51 seconds West a distance of 1145.00 feet therefrom;

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thence Northerly along said parallel line and the arc of said curve through a central angle of 30 degrees 35 minutes 03 seconds a distance of 611.19 feet to the beginning of a reverse curve concave Easterly and having a radius of 20.00 feet;

thence Northerly along said parallel line and the arc of said curve through a central angle of 87 degrees 05 minutes 22 seconds a distance 30.40 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 1855.00 feet, said point also lying on the Southeasterly line of Hayden Road as described in Document Nos. 84-550571, 85-016484, 85-016485 and 85-016489;

thence Northeasterly along said Southeasterly line and the arc of said curve through a central angle of 28 degrees 14 minutes 25 seconds a distance of 914.30 feet to a point of tangency;

thence North 25 degrees 00 minutes 46 seconds East along said Southeasterly line a distance of 258.42 feet to the beginning of a curve concave Southeasterly and having a radius of 50.00 feet;

thence Northeasterly along said Southeasterly line and the arc of said curve through a central angle of 86 degrees 51 minutes 25 seconds a distance of 75.80 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 1865.00 feet said point also lying on the Southerly line of Frank Lloyd Wright Boulevard (C.A.P. Parkway) as described in said Document Nos. 85-016485 and 85-016489;

thence Southeasterly along said Southerly line and the arc of said curve through a central angle of 17 degrees 53 minutes 22 seconds a distance of 582.31 feet to a point on the West line of the East 60 feet of the Southeast quarter of said Section 1;

thence South 00 degrees 08 minutes 16 seconds West along said West line a distance of 1338.02 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"

MATC EASEMENT PARCEL

A PORTION OF PARCEL 4, AND NORTHSIGHT BOULEVARD, NORTHSIGHT II, ACCORDING TO BOOK 315 OF MAPS, PAGE 15, AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT 88-312897, RECORDS OF MARICOPA COUNTY, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N.00°08'16"E. ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 112.70 FEET; THENCE N.89°51'44"W. A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF SAID SOUTHEAST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING N.89°51'44"W. A DISTANCE OF 230.00 FEET; THENCE S.79°08'16"W. A DISTANCE OF 460.00 FEET; THENCE S.89°01'51"W. A DISTANCE OF 437.31 FEET TO A POINT ON A LINE WHICH LIES 10 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 4, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS S.86°44'51"W. A DISTANCE OF 1145.00 THEREFROM; THENCE SOUTHERLY ALONG SAID PARALLEL LINE ON THE SAID CURVE THROUGH A CENTRAL ANGLE OF 00°44'51" A DISTANCE OF 15.07 FEET; THENCE N.88°54'18"E. A DISTANCE OF 433.22 FEET; THENCE N.79°08'16"E. A DISTANCE OF 449.85 FEET; THENCE N.89°19'17"E. A DISTANCE OF 64.47 FEET; THENCE S.83°04'30"E. A DISTANCE OF 59.23 FEET; THENCE S.89°51'44"E. A DISTANCE OF 110.00 FEET TO A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1; THENCE N.00°08'16"E. A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "D"

SONORA EASEMENT PARCEL

A PORTION OF PARCEL 4, AND NORTHSIGHT BOULEVARD, NORTHSIGHT II, ACCORDING TO BOOK 315 OF MAPS, PAGE 15, AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT 88-312897, RECORDS OF MARICOPA COUNTY, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N.00°08'16"E. ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 112.70 FEET; THENCE N.89°51'44"W. A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF SAID SOUTHEAST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING N.89°51'44"W. A DISTANCE OF 230.00 FEET; THENCE S.79°08'16"W. A DISTANCE OF 460.00 FEET; THENCE S.89°01'51"W. A DISTANCE OF 437.31 FEET TO A POINT ON A LINE WHICH LIES 10 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 4, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS S.86°44'51"W. A DISTANCE OF 1145.00 THEREFROM; THENCE NORTHERLY ALONG SAID PARALLEL LINE ON THE SAID CURVE THROUGH A CENTRAL ANGLE OF 01°12'38" A DISTANCE OF 24.40 FEET; THENCE N.89°01'51"E. A DISTANCE OF 109.30 FEET; THENCE S.80°50'09"E. A DISTANCE OF 53.26 FEET; THENCE N.89°01'51"E. A DISTANCE OF 265.50 FEET; THENCE N.79°08'16"E. A DISTANCE OF 496.83 FEET; THENCE S.89°51'44"E. A DISTANCE OF 195.43 FEET TO A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1; THENCE S.00°08'16"W. A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING.

When recorded return to:

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chi

Sonora Village Investors LLC
Sonora Village Investors LLC
15029 N. Thompson Peak Parkway
Suite B111, Box 450
Scottsdale, Arizona 85260
Attn.: Ryan Denk

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526259

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, B&F Sonora Group LLC, a Delaware limited liability company (as successor in interest by merger to Lincoln Penmar Sonora LLC, B & F Sonora LLC, and Clark Sonora LLC, each a Delaware limited liability company), WFC Sonora Investors LLC, a Delaware limited liability company (as successor in interest by merger to K Co. Sonora LLC, Santa Monica Sonora LLC, Corteen Sonora LLC, San Fernando Sonora LLC, Columbia Sonora LLC, Cienega Sonora LLC, Parthenia Sonora LLC, Santiago Sonora LLC, Victory Sonora LLC, Coronado Sonora LLC and Magnolia Knott Sonora LLC, each a Delaware limited liability company), and Wilshire Selby Sonora LLC, a Delaware limited liability company (collectively "Grantors") do hereby grant, transfer, sell and convey to Sonora Village Investors LLC, a Delaware limited liability company ("Grantee"), that certain real property situated in Maricopa County, Arizona, legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements, structures and buildings thereon, and all rights, privileges, interests, easements and development rights appurtenant thereto (collectively, the "Property"), together with all of Grantors' right, title and interest, if any, in and to the mineral, gas and other hydrocarbon substances on and under the Property, if any.

To have and to hold the Property unto Grantee, and its successors and assigns forever.

Grantors, for themselves and their successors and assigns, do hereby covenant and agree that they will warrant and forever defend the Property and possession thereof by Grantee, against the acts of Grantors only, subject only to the permitted exceptions set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference.

[signatures on following pages]

B&F Sonora Group LLC, a Delaware limited liability company

By: Westwood Financial Corp., a California corporation, its Manager

By: [Signature]
Name: RANDY BANCHIK
Its: Executive Vice President

State of California)
County of Los Angeles)

On May 25, 2012 before me, BRENDA NAVARRO, personally appeared RANDY BANCHIK, who 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.

Unofficial Document

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



DATE: MAY 25, 2012

WFC Sonora Investors LLC, a Delaware limited liability company

By: Westwood Financial Corp., a California corporation, its Manager

By: *Randy Banchik*
Name: RANDY BANCHIK
Its: Executive Vice President

State of California)
County of Los Angeles)

On May 25, 2012 before me, BRENDA NAVARRO, personally appeared RANDY BANCHIK, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *B. Navarro* (Seal)

DATE: MAY 25 2012

Wilshire Selby Sonora LLC, a Delaware limited liability company

By: Westwood Financial Corp., a California corporation, its Manager

By: [Signature]
Name: HANDY BANCHIK
Its: Executive Vice President

State of California)
County of Los Angeles)

On May 25, 2012 before me, BRENDA NAVARRO, personally appeared HANDY BANCHIK, who 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~~/^{Official Document}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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

DATE: May 25, 2012

Exhibit "A"

LOTS 1 AND 2, OF RECORD OF SURVEY, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 967 OF MAPS, PAGE 27;

ALSO BEING DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THOSE PORTIONS OF PARCEL 4 AND NORTHSIGHT BOULEVARD, NORTHSIGHT II, ACCORDING TO BOOK 315 OF MAPS, PAGE 15 AND AFFIDAVIT OF CORRECTION, RECORDED IN 88-312897 OF OFFICIAL RECORDS OF MARICOPA COUNTY, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF SAID SOUTHEAST QUARTER OF SAID POINT BEING THE TRUE POINT OF BEGINNING;

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THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, 230.00 FEET;

THENCE SOUTH 79 DEGREES 08 MINUTES 16 SECONDS WEST, 460.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 51 SECONDS WEST 437.31 FEET TO A POINT ON A LINE WHICH LIES 10 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 4 SAID POINT LYING ON A CURVE THE RADIUS OF WHICH BEARS SOUTH 86 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 1145.00 FEET THEREFROM;

THENCE NORTHERLY ALONG SAID PARALLEL LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 35 MINUTES 03 SECONDS, A DISTANCE OF 611.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHERLY ALONG SAID PARALLEL LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87 DEGREES 05 MINUTES 22 SECONDS, A DISTANCE OF 30.40 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1855.00 FEET, SAID POINT ALSO LYING ON THE SOUTHEASTERLY LINE OF HAYDEN ROAD, AS DESCRIBED IN INSTRUMENTS RECORDED AS 84-550571 OF OFFICIAL RECORDS, AS 85-016484 OF OFFICIAL RECORDS, AS 85-016485 OF OFFICIAL RECORDS AND AS 85-016489 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 28 DEGREES 14 MINUTES 25 SECONDS, A DISTANCE OF 914.30 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25 DEGREES 00 MINUTES 46 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 258.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86 DEGREES 51 MINUTES 25 SECONDS, A DISTANCE OF 75.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1865.00 FEET SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF FRANK LLOYD WRIGHT BOULEVARD (C.A.P. PARKWAY) AS DESCRIBED IN SAID INSTRUMENT RECORDED AS 85-016485 OF OFFICIAL RECORDS AND AS 85-016489 OF OFFICIAL RECORDS;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 53 MINUTES 22 SECONDS A DISTANCE OF 582.31 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1338.02 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

(LOS OLIVOS)

Unofficial Document

THAT PORTION OF NORTHSIGHT II, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 315 OF MAPS, PAGE 15; AND AFFIDAVIT OF CORRECTION RECORDED AS 88-312897 OF OFFICIAL RECORDS; AND

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 393.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 106.00 FEET;

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THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 227.72 FEET;

THENCE SOUTH 17 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 111.50 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 193.13 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

(PRESTIGE CLEANERS)

THAT PORTION OF PARCEL NO. 4, NORTHSIGHT II, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 315 OF MAPS, PAGE 15; AND AFFIDAVIT OF CORRECTION RECORDED IN 88-312897 OF OFFICIAL RECORDS; AND

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 112.70 FEET;

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THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 164.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 98.00 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 176.42 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST, A DISTANCE OF 98.00 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 176.42 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

(EARL'S ON CAMELBACK)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 1085.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 275.32 FEET;

THENCE NORTH 67 DEGREES 18 MINUTES 05 SECONDS WEST, A DISTANCE OF 45.23 FEET;

THENCE NORTH 22 DEGREES 41 MINUTES 55 SECONDS EAST, A DISTANCE OF 284.53 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND WHOSE RADIUS BEARS NORTH 10 DEGREES 25 MINUTES 12 SECONDS EAST, A DISTANCE OF 1865.00 FEET, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF FRANK LLOYD WRIGHT BOULEVARD (C.A.P. PARKWAY) AS DESCRIBED IN INSTRUMENTS RECORDED AS 85-016485 OF OFFICIAL RECORDS AND AS 85-016489 OF OFFICIAL RECORDS;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 26 MINUTES 23 SECONDS, A DISTANCE OF 209.61 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 253.02 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

(COBBLESTONE AUTO SPA)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF SAID SOUTHEAST QUARTER;

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THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1338.02 FEET TO A POINT ON A TANGENT CURVE, CONCAVE NORTHEASTERLY AND WHOSE RADIUS BEARS NORTH 03 DEGREES 58 MINUTES 49 SECONDS, EAST A DISTANCE OF 1865.00 FEET SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF FRANK LLOYD WRIGHT BOULEVARD (CAP PARKWAY) AS DESCRIBED IN INSTRUMENT RECORDED AS 85-016485 OF OFFICIAL RECORDS AND AS 85-016489 OF OFFICIAL RECORDS;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 03 MINUTES 26 SECONDS, A DISTANCE OF 359.91 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 49 MINUTES 56 SECONDS, A DISTANCE OF 222.40 FEET TO THE BEGINNING OF THE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, SAID CURVE ALSO BEING THE SOUTHEASTERLY LINE OF HAYDEN ROAD, AS DESCRIBED IN INSTRUMENTS RECORDED AS 84-550571 OF OFFICIAL RECORDS, AS 85-0164874 OF OFFICIAL RECORDS, AS 85-0164485 OF OFFICIAL RECORDS AND AS 85-016489 OF OFFICIAL RECORDS;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86 DEGREES 51 MINUTES 25 SECONDS, A DISTANCE OF 75.80 FEET;

THENCE SOUTH 25 DEGREES 00 MINUTES 46 SECONDS WEST CONTINUING ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 174.73 FEET;

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THENCE SOUTH 67 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 277.95 FEET;

THENCE NORTH 22 DEGREES 41 MINUTES 55 SECONDS EAST, A DISTANCE OF 239.01 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

(MCDONALDS)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF

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1338.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND WHOSE RADIUS BEARS NORTH 03 DEGREES 58 MINUTES 49 SECONDS EAST, A DISTANCE OF 1865.00 FEET, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF FRANK LLOYD WRIGHT BOULEVARD (C.A.P. PARKWAY) AS DESCRIBED IN INSTRUMENTS RECORDED AS 85-016485 OF OFFICIAL RECORDS AND AS 85-016489 OF OFFICIAL RECORDS;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 26 MINUTES 23 SECONDS, A DISTANCE OF 209.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 22 MINUTES 45 SECONDS, A DISTANCE OF 77.44 FEET;

THENCE SOUTH 22 DEGREES 41 MINUTES 55 SECONDS WEST, A DISTANCE OF 269.64 FEET;

THENCE SOUTH 67 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 75.99 FEET;

THENCE NORTH 22 DEGREES 41 MINUTES 55 SECONDS EAST, A DISTANCE OF 284.53 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

(HALLE ENTERPRISES)

Unofficial Document

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 951.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 259.18 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 104.00 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 259.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 104.00 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

(WENDYS)

THAT PORTION OF PARCEL NO. 4 NORTHSIGHT II, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 315 OF MAPS, PAGE 15 AND AFFIDAVIT OF CORRECTION RECORDED IN 88-312897 OF OFFICIAL RECORDS;

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF BEGINNING OF PAD A;

THENCE CONTINUING NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 176.42 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST, A DISTANCE OF 11.02 FEET;

THENCE SOUTH 03 DEGREES 54 MINUTES 53 SECONDS EAST, A DISTANCE OF 129.30 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 167.28 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPTING THEREFROM THAT PORTION OF SAID LAND TAKEN BY THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION IN FINAL ORDER OF CONDEMNATION RECORDED AS 2000-0925904 OF OFFICIAL RECORDS.

PARCEL NO. 2:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS, WATER, SEWER, ELECTRICITY, GAS AND OTHER UTILITY LINES AND DRIVEWAYS, LANES, CURVES, GUTTERS AND TRAFFIC CONTROL SIGNS AS CREATED IN INSTRUMENT RECORDED AS 95-0525630 OF OFFICIAL RECORDS OVER
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THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF PARCEL 4, AND THE NORTHSIGHT BOULEVARD, NORTHSIGHT II, ACCORDING TO BOOK 315 OF MAPS, PAGE 15, AND AFFIDAVIT OF CORRECTION RECORDED IN 88-312897 OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 112.70 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF SAID SOUTHEAST QUARTER AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 230.00 FEET;

THENCE SOUTH 79 DEGREES 08 MINUTES 16 SECONDS WEST, A DISTANCE OF 460.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 51 SECONDS WEST, A DISTANCE OF 437.31 FEET TO A POINT ON A LINE WHICH LIES 10 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 4, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS SOUTH 86 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 1145.00 FEET THEREFROM;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE ON THE SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 44 MINUTES 51 SECONDS, A DISTANCE OF 15.07 FEET;

THENCE NORTH 88 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 433.22 FEET;

THENCE NORTH 79 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 449.85 FEET;

THENCE NORTH 89 DEGREES 19 MINUTES 17 SECONDS EAST, A DISTANCE OF 64.47 FEET;

THENCE SOUTH 83 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 59.23 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit "B"

PERMITTED EXCEPTIONS

1. Current taxes, a lien not yet due and payable.
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Restrictions, dedications, conditions, reservations and easements shown on the plat of Map of Dedication Northsight II, as recorded in Plat Book 315 of Maps, Page(s) 15 and thereafter Affidavit of Correction recorded as 88-312897 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 42 USC 3604(c).
4. Restrictions, dedications, conditions, reservations and easements shown on the plat of Sonora Village Phase 1, as recorded in Plat Book 411 of Maps, Page(s) 8, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Covenants, Conditions and Restrictions as set forth in document recorded in 95-525631 of Official Records; as 96-712950 of Official Records; as 96-11571 of Official Records; as 96-86750 of Official Records; as 96-109768 of Official Records; as 96-527764 of Official Records; as 96-584283 of Official Records; as 96-873660 of Official Records and thereafter Designation of Declarant recorded as 99-1063105 of Official Records and thereafter re-recorded as 00-311866 of Official Records and as 99-1063107 of Official Records and thereafter re-recorded as 00-311867 of Official Records and thereafter Designation of Declarant recorded May 19, 2000 as 2000-0381159 of Official Records and recorded as 2000-0635565 of Official Records and thereafter Designation of Declarant and Assignment recorded concurrently herewith, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. An easement for public utilities and incidental purposes in the document recorded as 88-386760 of Official Records.

7. An easement for public utilities and incidental purposes in the document recorded as 88-386761 of Official Records.
8. An easement for public utilities and incidental purposes in the document recorded as 94-0128764 of Official Records.
9. Terms and provisions of an unrecorded lease dated June 12, 1995, by and between Sonora Village, Inc., an Arizona corporation as lessor and Fry's Food Stores of Arizona, Inc., a California corporation as lessee, as disclosed by a Memorandum of Lease recorded June 20, 1995 as 95-0355943 of Official Records. Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
10. The terms and provisions contained in the document entitled "Reciprocal Easement Agreement" which among other things provides for an easement for vehicular ingress and egress, water sewer, electricity, gas and other utility lines and driveways, lanes, curbs, gutters and traffic control signs and incidental purposes in the document recorded as 95-525630 of Official Records.
11. An easement for electric lines and incidental purposes in the document recorded as 96-0247169 of Official Records. Unofficial Document
12. The terms and provisions contained in the document entitled "Indemnity Agreement" recorded July 29, 1996 as 96-0530990 of Official Records.
13. An easement for water line and incidental purposes in the document recorded as 96-0531007 of Official Records.
14. An easement for water line and incidental purposes in the document recorded as 96-0679884 of Official Records.
15. Terms and provisions of an unrecorded lease dated (Not Shown), by and between Sonora Center Development as lessor and Staples, Inc., a Delaware corporation as lessee, as disclosed by a Memorandum of Lease recorded December 18, 1996 as 96-0877791 of Official Records. Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
16. The terms and provisions contained in the document entitled "Results of Survey" recorded as Book 583 of Maps, Page 23 and thereafter Amended Cover Sheet of Results of Survey recorded as Book 618 of Maps, Page 32.

17. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded September 24, 2003 as 2003-1338741 of Official Records.
18. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691782 of Official Records.
19. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691790 of Official Records.
20. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691924 of Official Records.
21. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691933 of Official Records.
22. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691934 of Official Records.
23. The terms and provisions contained in ^{Unofficial Document} the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691939 of Official Records.
24. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691986 of Official Records.
25. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0691994 of Official Records.
26. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692009 of Official Records.
27. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692022 of Official Records.
28. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692023 of Official Records.
29. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692025 of Official Records.

30. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692029 of Official Records.
31. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692037 of Official Records.
32. The terms and provisions contained in the document entitled "Noise and Avigation Easement and Covenant Not to Sue" recorded May 22, 2006 as 2006-0692043 of Official Records.
33. Restrictions, dedications, conditions, reservations and easements as set forth in Record of Survey, recorded January 18, 2008 as Book 967 of Maps, Page 27.
34. 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.
35. Water rights, claims or title to water, whether or not shown by the public records.
36. Matters disclosed by an accurate survey of the property.

Unofficial Document



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, Neighborhood and Transportation Division

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:

Sonora Village - PAD D, SWC Frank Lloyd Wright Boulevard and Bina Road
(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.

By: Sonora Village Investors, LLC
By: Sonora Village mgr, ITS mgr
By: RD Advisors LLC, ITS mgr

By: [Signature], ITS Pres 6/17/15
Signature of Property Owner Date



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: SWC Frank Lloyd Wright Boulevard and Pima Road
- b. County Tax Assessor's Parcel Number: 215-51-018
- c. General Location: SWC Frank Lloyd Wright Boulevard and Pima Road
- d. Parcel Size: _____
- e. Legal Description: see attached legal description

(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
<u>Ryan Denk</u>	<u>6/17</u> , 20 <u>15</u>	<u>[Signature]</u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

Planning and Development Services

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