

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**

**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP/RECORDS  
( )

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


City of Scottsdale Case No. 7-UP-2017

**REFUSAL TO SIGN WAIVER  
OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207**

I, Mark Scheberies, the undersigned, being the fee title Owner of  
the property, (Parcel No.) 174-08-939 located at  
7330 N Pima Rd in Scottsdale, Maricopa County, Arizona hereby acknowledges  
receipt of a "Waiver of Right to Make a Claim under Proposition 207" and, upon review  
and consideration, decline to sign said waiver.

Dated this 6th day of June, 2017.

By: ZAC NC Asset Investors, LLC  
(Printed Name of Owner)

Owner:   
(Signature of Owner)  
Mark T. Scheberies  
President

Waiver Refusal Form



## Commitment for Title Insurance

### ALTA PLAIN LANGUAGE COMMITMENT

#### INFORMATION

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

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

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of parties. You may review a copy of the arbitration rules at

<http://www.alta.org/>

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 as Requirements, Exceptions, and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact (888) 406-5166.

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## SCHEDULE A

Commitment 01-17017697-01T

1. Commitment Effective Date: 03/03/2017 at 7:00 AM

2. Policy (or Policies) to be issued:

(a)ALTA OWNER'S (LEASEHOLD) POLICY 06-17-06

Policy Amount: TO BE DETERMINED

Proposed Insured: CITY OF SCOTTSDALE AND CROWN CASTLE TOWERS 06-2 LLC



(b)

Policy Amount:

Proposed Insured:

(c)

Policy Amount:

Proposed Insured:

(d)

Policy Amount

Proposed Insured:

3. Fee Simple Interest in the land described in this Commitment is owned, at the Commitment Date by:

ZAC NC ASSET INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

SEE ATTACHED EXHIBIT "A"

SITE ID: 821516

**EXHIBIT "A"**

SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA:

PARENT PARCEL:

PARCEL NO. 1:

LOT 1 AND TRACT A OF REPLAT OF A PORTION OF THE INNER CIRCLE SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1120 OF MAPS, PAGE 44.

PARCEL NO. 2:

AN EASEMENT FOR ROADWAY AND PUBLIC UTILITIES OVER THE SOUTH 53.00 FEET OF THE NORTH 150.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SET FORTH IN INSTRUMENT RECORDED JUNE 29, 1966 AS DOCKET 6109, PAGE 90.

TAX I.D. NUMBER: 174-08-939, 174-08-940

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO ZAC NC ASSET INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GRANTEE, FROM ZENITH ARIZONA, INC., GRANTOR, BY DEED RECORDED 08/21/2015, AS DOCUMENT NO. 20150608288 OF THE MARICOPA COUNTY RECORDS.

END OF SCHEDULE A

LEGAL DESCRIPTION-WORD FORMAT

**SCHEDULE B – SECTION I  
REQUIREMENTS**

THE FOLLOWING REQUIREMENTS MUST BE MET:

- (1) PAY THE AGREED AMOUNTS FOR THE INTEREST IN THE LAND AND/OR THE MORTGAGE TO BE INSURED.
- (2) PAY US THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.
- (3) DOCUMENTS SATISFACTORY TO US CREATING THE INTEREST IN THE LAND AND/OR THE MORTGAGE TO BE INSURED MUST BE SIGNED, DELIVERED AND RECORDED.
- (4) YOU MUST TELL US IN WRITING THE NAME OF ANYONE NOT REFERRED TO IN THIS COMMITMENT WHO WILL GET AN INTEREST IN THE LAND OR WHO WILL MAKE A LOAN ON THE LAND. WE MAY THEN MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
- (5) PAY ALL TAXES, CHARGES AND ASSESSMENTS WHICH ARE DUE AND PAYABLE.

TAX I.D. NUMBER: 174-08-939

TAX YEAR: 2016 - FIRST HALF  
AMOUNT: \$19,193.28 - PAID

TAX YEAR: 2017 - SECOND HALF  
AMOUNT: \$19,193.28 - DUE 03/01/2017 - PAST DUE SUBJECT TO PENALTIES AND INTEREST

TAX I.D. NUMBER: 174-08-940

TAX YEAR: 2016 - FIRST HALF  
AMOUNT: \$19,193.28 - PAID

TAX YEAR: 2017 - SECOND HALF  
AMOUNT: \$19,193.28 - DUE 03/01/2017 - PAST DUE SUBJECT TO PENALTIES AND INTEREST

TAX YEAR: 2016 - FIRST HALF  
AMOUNT: \$19,193.28 - PAID

TAX YEAR: 2017 - SECOND HALF  
AMOUNT: \$19,193.28 - DUE 03/01/2017 - PAST DUE SUBJECT TO PENALTIES AND INTEREST

**TAX AUTHORITY INFORMATION:**

MARICOPA COUNTY TREASURER  
301 WEST JEFFERSON, SUITE 100  
PHOENIX, AZ 85003  
(602) 506-8511

NOTE: THE ABOVE REAL ESTATE TAX INFORMATION IS A REFLECTION OF THE TAX AUTHORITY RECORDS AVAILABLE AS OF THE DATE HEREOF. PLEASE NOTE THAT PRIOR TO CLOSING, SETTLEMENT AGENT IS ADVISED TO CONTACT TAXING AUTHORITY TO VERIFY ANY CHANGES TO THE RECORD.

END OF SCHEDULE B-I



**SCHEDULE B – SECTION II**  
**EXCEPTIONS**

ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

- (1) FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED.
- (2) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION OR RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
- (3) MECHANICS', CONTRACTORS' OR MATERIAL MEN'S LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.
- (4) ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENT AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY.
- (5) TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR DUE AND ALL SUBSEQUENT YEARS.
- (6) RESERVATIONS OR EXCEPTION IN PATENTS, OR ACTS AUTHORIZING THE ISSUANCE THEREOF.
- (7) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- (8) UNPATENTED MINING CLAIMS.
- (9) DELETING FROM ANY INSTRUMENT IN THE PUBLIC RECORDS REFLECTED HEREIN, 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 MATTERS VIOLATE 42 USC 3604(c).
- (10) RESERVATION OF EASEMENT, RECORDED 08/07/1959, IN BOOK 2956, PAGE 549 OF THE MARICOPA COUNTY RECORDS.
- (11) DECLARATION OF RESTRICTIONS, RECORDED 07/26/1966, IN BOOK 6145, PAGE 60 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS RECORDED 07/19/1968, AS BOOK 7186, PAGE 975 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS, RECORDED 08/09/1968, IN BOOK 7217, PAGE 612 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS, RECORDED 08/09/1968, IN BOOK 7217, PAGE 617 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS, RECORDED 09/26/1968, IN BOOK 7282, PAGE 282 OF THE MARICOPA COUNTY RECORDS.

NOTE: ASSIGNMENT OF COVENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS, BY AND BETWEEN STOVER'S INCORPORATED, ASSIGNOR, AND ROADRUNNER GOLF RESORT, INC., ASSIGNEE, RECORDED 08/27/1973, AS BOOK 10285, PAGE 671 OF MARICOPA COUNTY RECORDS.

CONTINUED NEXT PAGE

SCHEDULE B-II CONTINUED

NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS RECORDED 06/22/1981, AS BOOK 15329, PAGE 154 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS RECORDED 07/17/1981, AS BOOK 15388, PAGE 394 OF THE MARICOPA COUNTY RECORDS.

(12) SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY AND BUILDING SETBACKS AS SHOWN ON THE PLAT OF THE INNER CIRCLE, AS RECORDED IN PLAT BOOK 111, PAGE 42 OF MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 04/24/2012, AS INSTRUMENT NO. 20120341166 OF THE MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 01/29/2013, AS INSTRUMENT NO. 20130088161 OF THE MARICOPA COUNTY RECORDS.

(13) DECLARATION OF HORIZONTAL PROPERTY REGIME AND COVENANTS, CONDITIONS AND RESTRICTIONS PIMA INN CONDOMINIUMS, RECORDED 01/12/1982, IN BOOK 15758, PAGE 1344 OF THE MARICOPA COUNTY RECORDS.

NOTE: DECLARATION OF ANNEXATION PIMA INN CONDOMINIUMS RECORDED 11/27/1984, AS INSTRUMENT NO. 84-510193 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO DECLARATION RECORDED AS INSTRUMENT NO. 20020892546 OF THE MARICOPA COUNTY RECORDS.

(14) EASEMENT IN FAVOR OF CITY OF SCOTTSDALE, ARIZONA, RECORDED 12/22/1978, AS BOOK 13344, PAGE 239 OF THE MARICOPA COUNTY RECORDS.

(15) RECIPROCAL EASEMENT AND MANAGEMENT AGREEMENT, BY AND BETWEEN PIMA DEVELOPERS, LIMITED, AND PIMA INN CONDOMINIUM ASSOCIATION, RECORDED 01/12/1982, IN BOOK 15758, PAGE 1327 OF THE MARICOPA COUNTY RECORDS.

NOTE: FIRST AMENDMENT TO RECIPROCAL EASEMENT AND MANAGEMENT AGREEMENT, BY AND BETWEEN ZENITH ARIZONA, INC., AND PIMA INN CONDOMINIUM ASSOCIATION, RECORDED 08/30/2002, IN DOCUMENT NO. 20020892547 OF THE MARICOPA COUNTY RECORDS.

(16) SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS AS SHOWN ON THE PLAT OF PIMA INN CONDOMINIUMS, AS RECORDED IN PLAT BOOK 238, PAGE 43 OF MARICOPA COUNTY RECORDS.

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SCHEDULE B-II CONTINUED

(17) TERMS AND CONDITIONS AS SET FORTH IN THE ENCROACHMENT PERMIT, RECORDED 05/24/1983, IN DOCUMENT NO. 83-197620 OF THE MARICOPA COUNTY RECORDS.

(18) UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY, RECORDED 12/11/1995, AS DOCUMENT NO. 95-0759388 OF THE MARICOPA COUNTY RECORDS.

(19) MEMORANDUM OF LEASE BETWEEN ZENITH ARIZONA, INC., LESSOR(S) AND WESTERN PCS BTA I CORPORATION, LESSEE(S), RECORDED 10/14/1998 AS INSTRUMENT NO. 98-0913762 OF THE MARICOPA COUNTY RECORDS.

NOTE: AMENDMENT TO MEMORANDUM OF LEASE BY AND BETWEEN T-MOBILE WEST LLC, TENANT, AND ZENITH ARIZONA, INC., LANDLORD, RECORDED 07/21/2015 AS INSTRUMENT NO. 20150522782 OF THE MARICOPA COUNTY RECORDS.

(20) MEMORANDUM OF OPTION AND SITE LEASE AGREEMENT BY AND BETWEEN ZENITH ARIZONA, INC., LESSOR(S) AND AT&T WIRELESS PCS, INC. DBA AT&T WIRELESS SERVICES, LESSEE(S), RECORDED 06/03/1999 AS INSTRUMENT NO. 99-0534138 OF THE MARICOPA COUNTY RECORDS.

NOTE: MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT RECORDED 07/26/2012, AS INSTRUMENT NO. 20120660956 OF THE MARICOPA COUNTY RECORDS.

(21) MEMORANDUM OF AGREEMENT BY AND BETWEEN ZENITH ARIZONA, INC., LESSOR(S) AND NEXTEL WEST CORP., LESSEE(S), RECORDED 01/17/2003 AS INSTRUMENT NO. 2003-0061356 OF THE MARICOPA COUNTY RECORDS.

(22) GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT, BY AND BETWEEN ZMC HOTELS INN AT PIMA, AND COXCOM, INC. DBA COX COMMUNICATIONS PHOENIX, RECORDED 03/31/2006, IN DOCUMENT NO. 2006-0434402 OF THE MARICOPA COUNTY RECORDS.

(23) SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS AS SHOWN ON THE THE REPLAT OF A PORTION OF THE INNER CIRCLE SUBDIVISION, AS RECORDED IN PLAT BOOK 1038, PAGE 3 OF MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 04/24/2012, AS INSTRUMENT NO. 20120340069 OF THE MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 04/24/2012, AS INSTRUMENT NO. 20120340239 OF THE MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 04/24/2012, AS INSTRUMENT NO. 20120340655 OF THE MARICOPA COUNTY RECORDS.

(24) DRAINAGE AND FLOOD CONTROL EASEMENT IN FAVOR OF CITY OF SCOTTSDALE, RECORDED 02/01/2012, AS DOCUMENT NO. 20120084186 OF THE MARICOPA COUNTY RECORDS.

(25) SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS AS SHOWN ON THE REPLAT OF A PORTION OF THE INNER CIRCLE SUBDIVISION, AS RECORDED IN PLAT BOOK 1120, PAGE 44 OF MARICOPA COUNTY RECORDS.

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SCHEDULE B-II CONTINUED

(26) DRAINAGE AND FLOOD CONTROL EASEMENT IN FAVOR OF CITY OF SCOTTSDALE, RECORDED 11/18/2011, AS DOCUMENT NO. 20110955161 OF THE MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 04/24/2012, AS INSTRUMENT NO. 20120340070 OF THE MARICOPA COUNTY RECORDS.

NOTE: PARTIAL RELEASE OF EASEMENT RECORDED 04/24/2012, AS INSTRUMENT NO. 20120340071 OF THE MARICOPA COUNTY RECORDS.

(27) MEMORANDUM OF OPTION BY AND BETWEEN ZENITH ARIZONA, INC., LESSOR(S) AND CROWN CASTLE TOWERS 06-2 LLC, LESSEE(S), RECORDED 03/26/2015 AS INSTRUMENT NO. 20150203954 OF THE MARICOPA COUNTY RECORDS.

(28) MEMORANDUM OF LEASE BY AND BETWEEN ZAC NC ASSET INVESTORS, LLC, LESSOR(S) AND ZENITH ASSET COMPANY, LLC, LESSEE(S), RECORDED 08/21/2015 AS INSTRUMENT NO. 20150608290 OF THE MARICOPA COUNTY RECORDS.

END OF SCHEDULE B-II

[SUPPORTING DOCUMENTS](#)

## Commitment to Insure



### ALTA PLAIN LANGUAGE COMMITMENT

#### 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 Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) 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 this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions below.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

#### 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 your title – according to the state statutes where your land is located.

2. Later Defects. The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date of which all of the Requirements (a) and (c) of the Schedule B – Sections I 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 in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy 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 claim, 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.

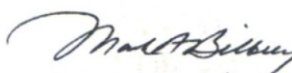
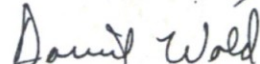
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

Issued through the Office of:

Old Republic National Title Ins. Co.  
530 South Main St., Suite 1031  
Akron, OH 44311  
1-888-406-5166

  
Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary



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:

7350 N. PIMA ROAD, SCOTTSDALE, AZ 85258

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

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

  
Signature of Property Owner

12-23-16  
Date

7-UP-2017  
03/22/17





## Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 7330 N. PIMA ROAD, SCOTTSDALE, AZ 85258  
b. County Tax Assessor's Parcel Number: 174-08-939  
c. General Location: PIMA ROAD & INDIAN BEND ROAD  
d. Parcel Size: \_\_\_\_\_  
e. 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

T R Henderson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12-23, 2016  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Planning and Development Services

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

SURVEYOR'S NOTES

1. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT ANY INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

2. BUILDING SETBACK LINES, ZONING, FLOOD AREA ZONES, AND ADDRESSES THAT MAY BE SHOWN ARE SUPPLIED BY THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR WILL NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION SUPPLIED BY OTHERS.

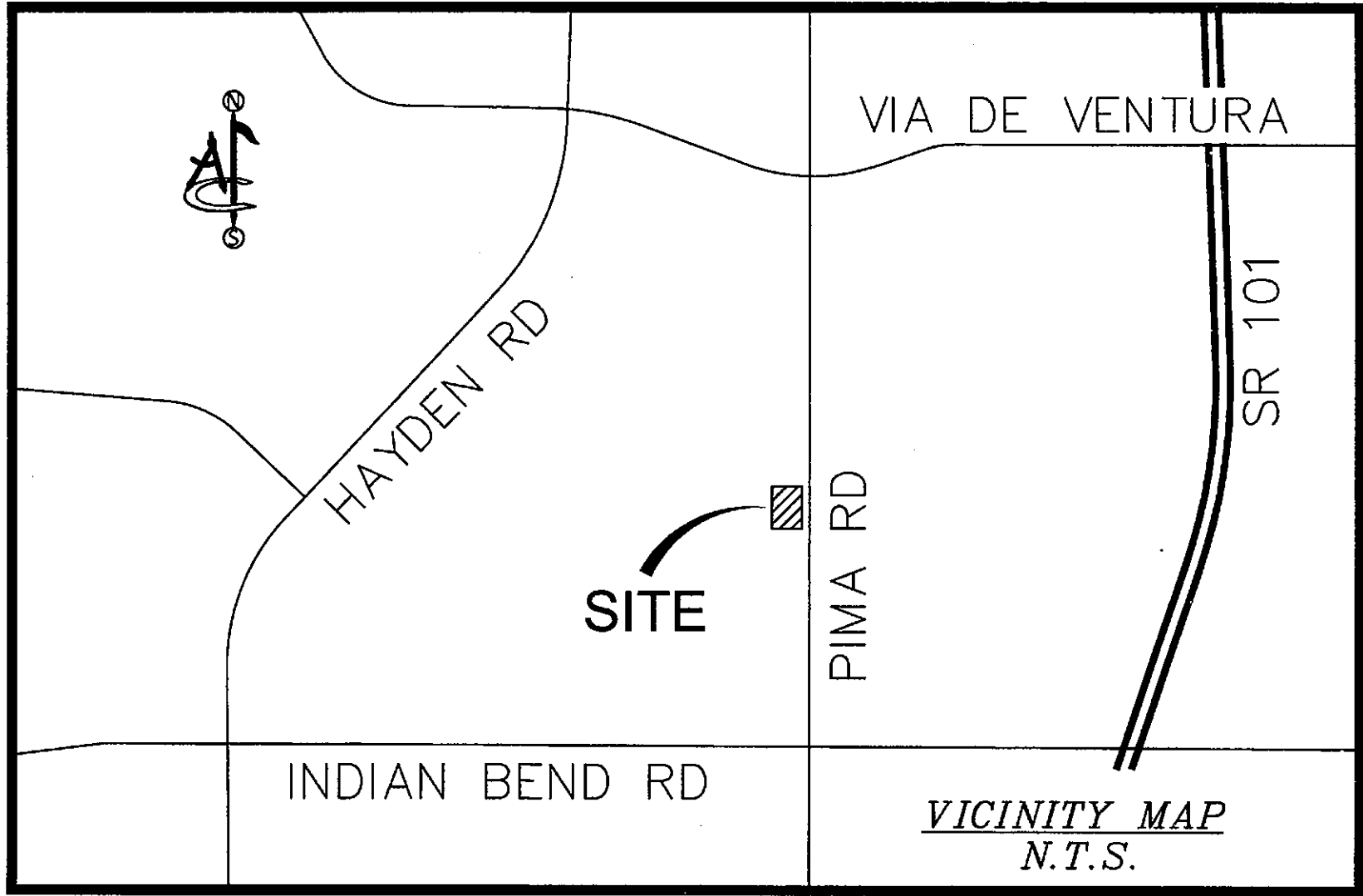
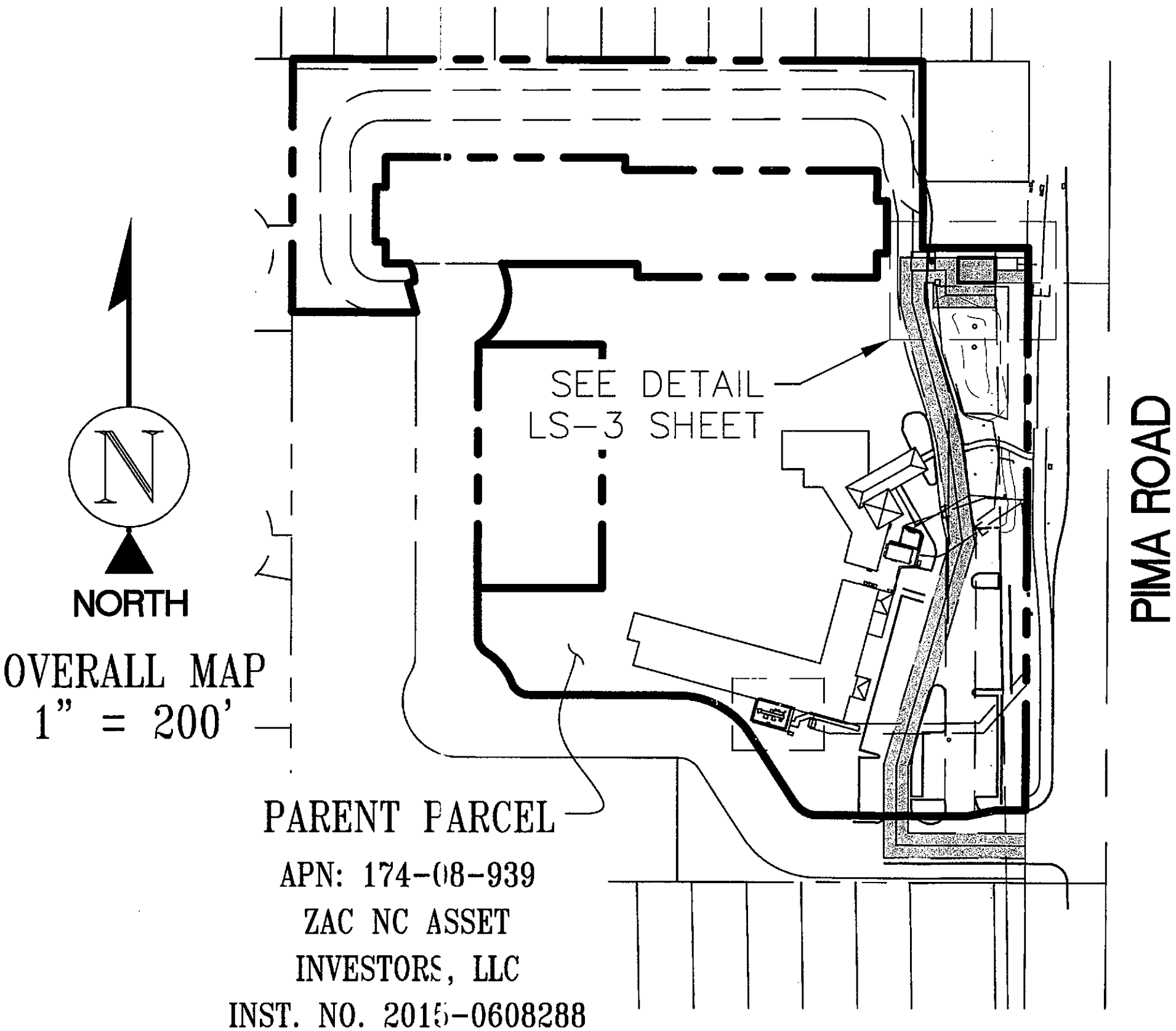
3. THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN TITLE REPORT, ORDER NO. CRC-WC-372961-C, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED DECEMBER 29, 2015. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.

4. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

5. THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X" AREAS OF 500 YEAR FLOOD; 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITHIN DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), COMMUNITY PANEL NO. 1770LF, MAP NO. 04013C1770L, DATED SEPTEMBER 16, 2013.

6. PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY RAW STATIC GPS DATA PROCESSED ON THE NGS OPUS WEBSITE. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NAVD88 DATUM.

7. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH OR DETERMINE A CROWN CASTLE LEASE PARCEL & ASSOCIATED EASEMENTS. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION PROVIDED BY TITLE AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.



DIRECTIONS TO SITE

FROM THE CROWN CASTLE OFFICE IN CHANDLER TAKE INTERSTATE 10 WEST TO THE US 60. TAKE THE US 60 EAST TO STATE ROUTE 101. TAKE STATE ROUTE 101 NORTH TO THE INDIAN BEND EXIT. TAKE INDIAN BEND WEST TO PIMA ROAD. TAKE PIMA ROAD NORTH TO THE SITE ON THE LEFT SIDE OF THE ROAD.

POSITION OF GEODETIC COORDINATES  
LATITUDE 33° 32' 42.8" NORTH (NAD83)  
LONGITUDE 111° 53' 30.5" WEST (NAD83)  
GROUND ELEVATION @ 1302.5' (NAVD88)

LEGEND

- P.O.T. POINT OF TERMINUS  
P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
R/W RIGHT OF WAY  
EP ELECTRIC PANEL  
CPB COMMUNICATIONS PULL BOX  
CMU CONCRETE MASONRY UNIT  
A/C AIR CONDITIONER  
FIRE HYDRANT  
LIGHT POLE  
LIMITS OF LESSOR'S PROPERTY  
EASEMENT  
UNDERGROUND SEWER  
UNDERGROUND ELECTRIC  
UNDERGROUND FIBER OPTICS

SURVEY DATE

09/29/16

CERTIFICATION

ALL VISIBLE SITE RELATED IMPROVEMENTS ARE CONTAINED WITHIN THE OVERALL LEASE AREA.

CERTIFIED TO:  
CROWN CASTLE  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

MATTHEW R. FORD, R.L.S. #52961

DATE



PROJECT INFORMATION:

DAYS INN & SUITES  
821516  
7330 N. PIMA ROAD  
SCOTTSDALE, AZ 85258  
MARICOPA COUNTY

ORIGINAL ISSUE DATE:

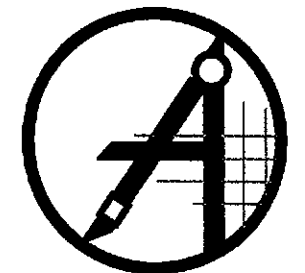
03/18/2015

REV.: DATE: DESCRIPTION: BY:

1	03/25/15	REVISE LEGALS	CK
2	07/10/15	ADDED DETAIL	DRH
3	03/30/16	ADDED UTILITIES	DRH
4	09/29/16	RVSD LEASE-C	DRH
5	10/10/16	ADD ESMT-C	DRH

PLANS PREPARED BY:

CONSULTANT:



410 E. SOUTHERN AVE.  
TEMPE, ARIZONA 85282  
PH. (480) 659-4072  
www.ambitconsulting.us

DRAWN BY: CHK.: APV.:

DRH NS MF

APPROVALS:

SHEET TITLE:

TITLE

SHEET NUMBER:

LS-1





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NS

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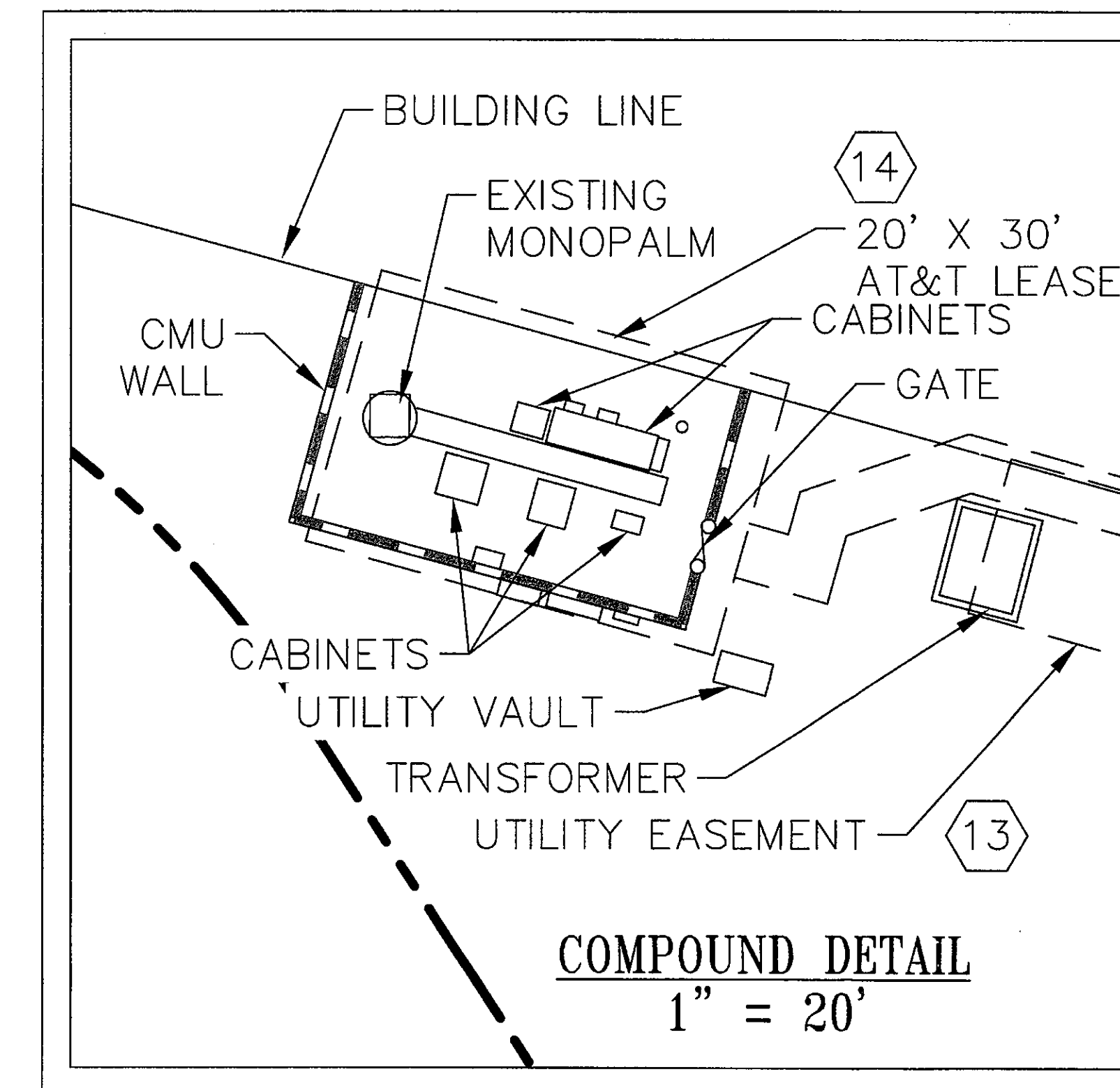
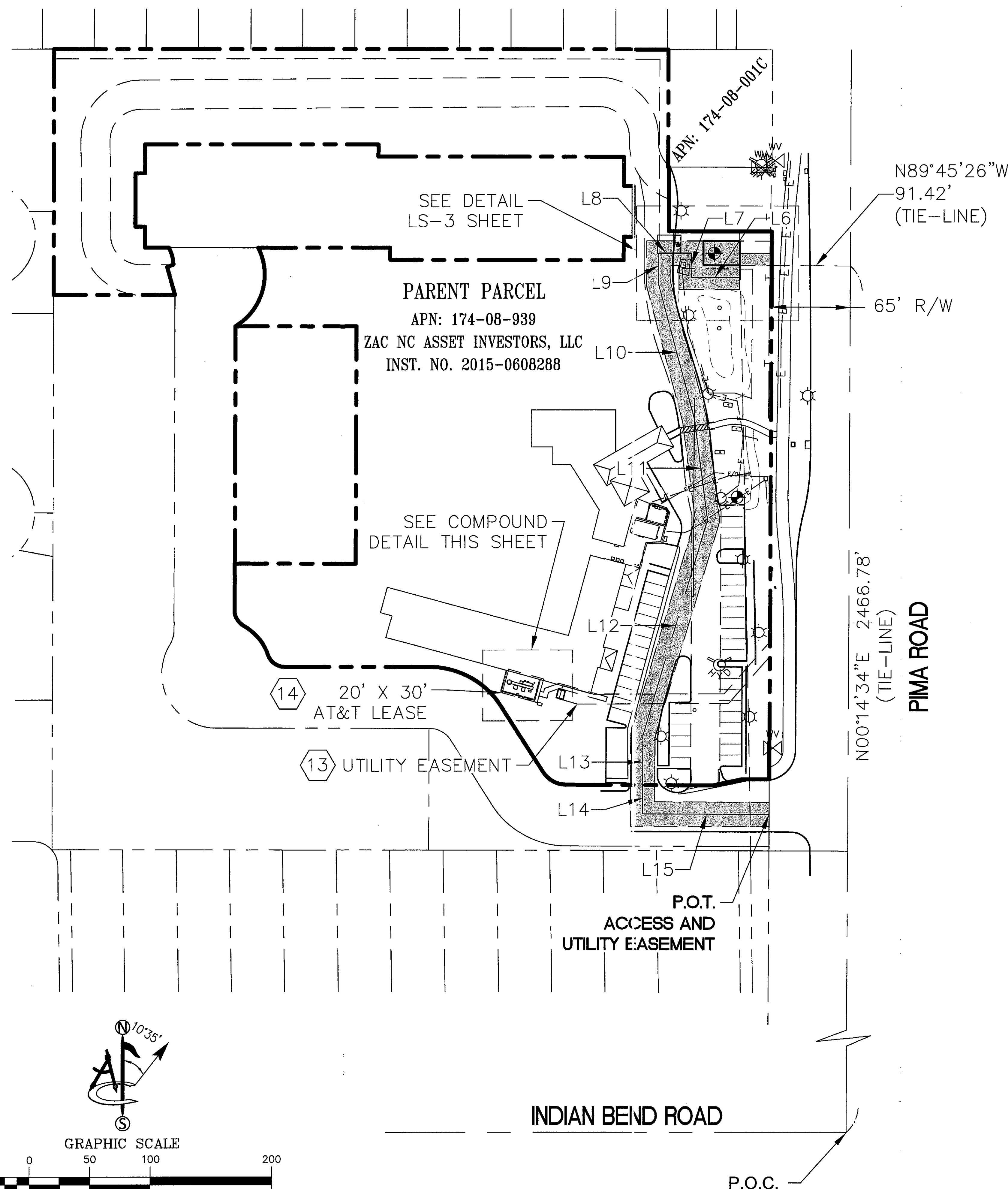
LICENSER:

SHEET TITLE:

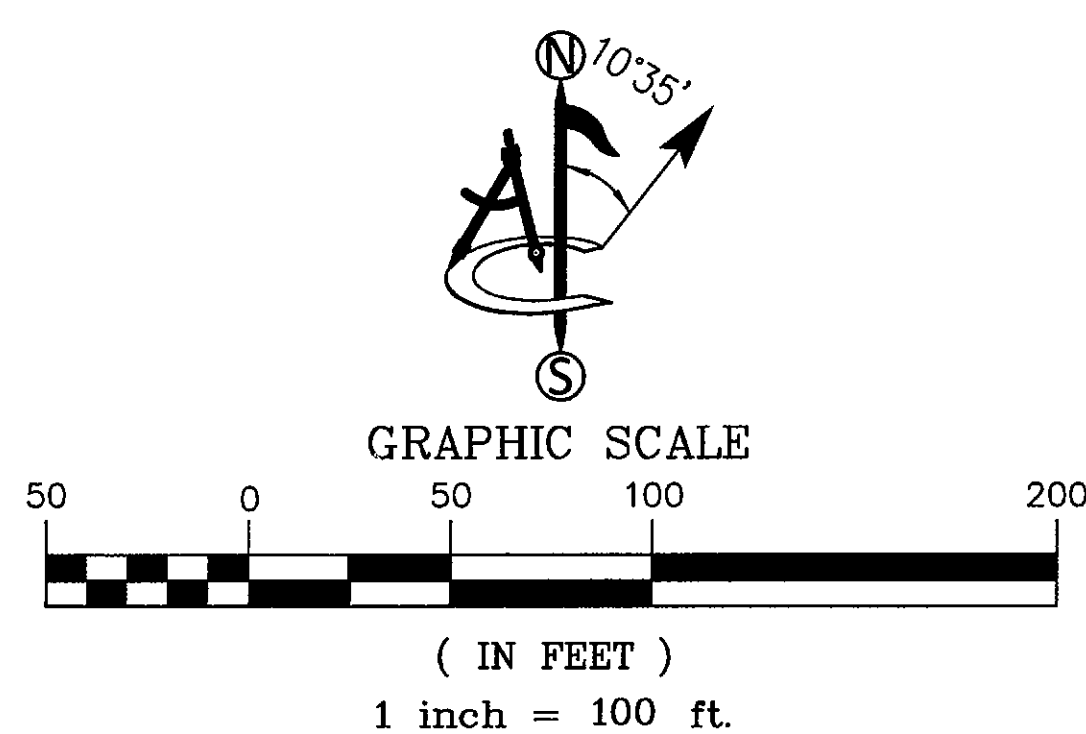
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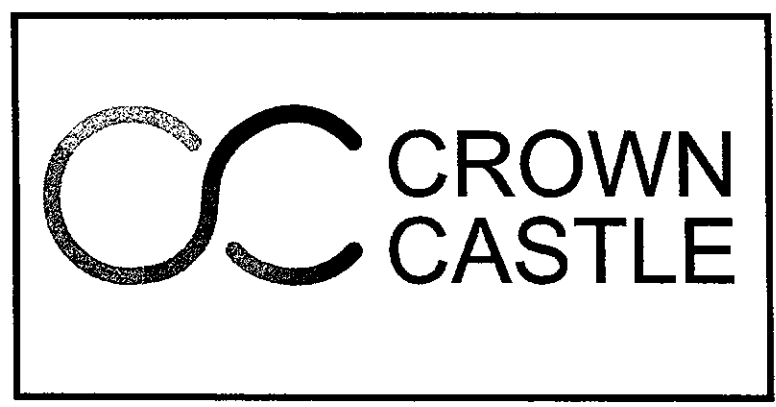
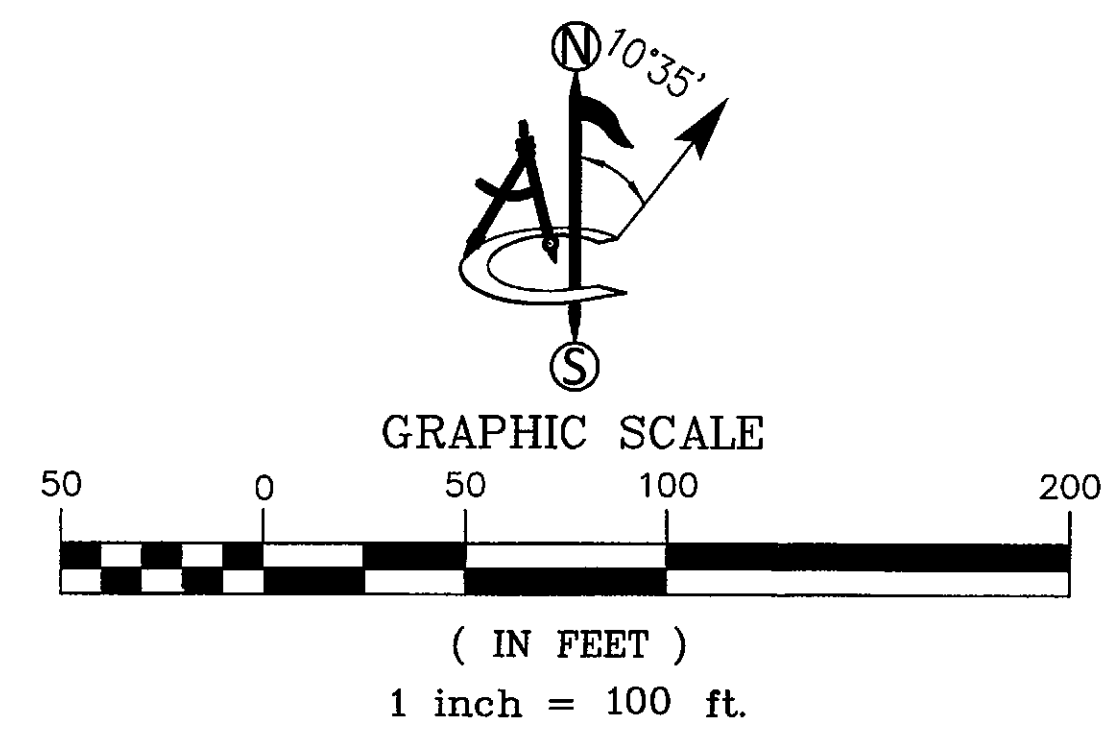
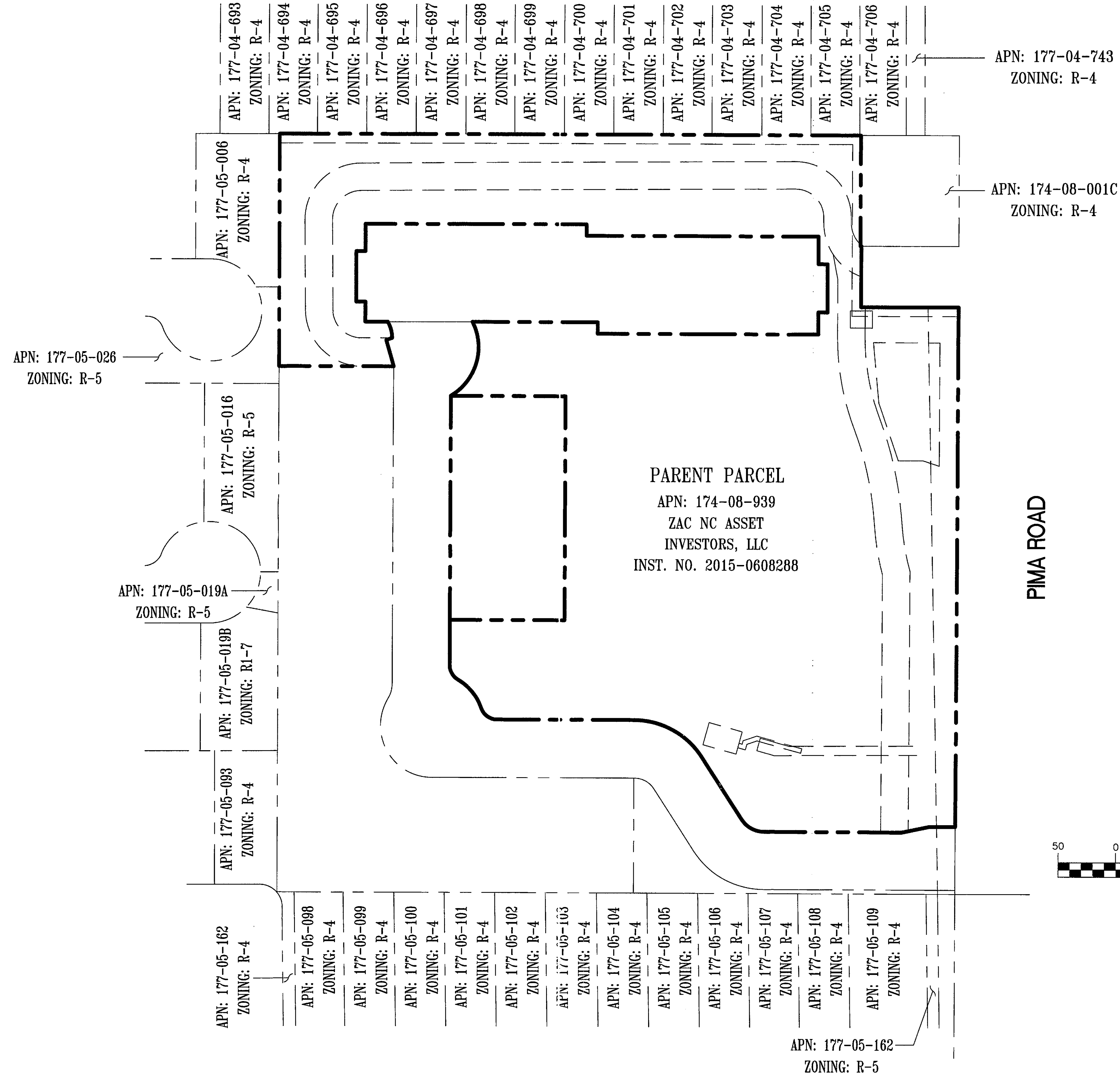
SHEET NUMBER:

**LS-2**



LINE TABLE		
LINE#	LENGTH	DIRECTION
L6	40.00'	N89°52'06"W
L7	20.00'	N00°14'34"E
L8	26.88'	N89°52'06"W
L9	25.86'	S00°14'34"W
L10	115.96'	S14°49'04"E
L11	82.81'	S07°27'29"E
L12	186.35'	S16°36'17"W
L13	40.90'	S00°14'34"W
L14	23.72'	S00°14'34"W
L15	104.57'	S89°45'26"E





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DRAWN BY: DRH    CHK.: NS    APV.: MF

LICENSER:

SHEET TITLE:

PARCEL DETAIL

SHEET NUMBER:

LS-2A





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**ambit consulting**

DRAWN BY: DRH    CHK.: NS    APV.: MF

LICENSER:

SHEET TITLE:

**SURVEY DETAIL**

SHEET NUMBER:

**LS-3**

LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	30.00'	N89°52'06"W
L2	20.00'	N00°14'34"E
L3	30.00'	S89°52'06"E

LINE TABLE		
LINE#	LENGTH	DIRECTION
L4	20.00'	S00°14'34"W
L5	10.00'	S00°14'34"W

