

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

Legal

FIRST AMERICAN TITLE INSURANCE COMPANY

issued by
Great American Title Agency, Inc.

SCHEDULE A

Commitment Number: 21603039
(PHO Medal/PHO Mellotron)

Commitment Amount: \$0.00

Effective Date: October 18, 2016 at 7:30 A.M.,
Records of Maricopa County, Arizona

Type of Coverage: ALTA Standard Owners 10-17-92

(Endorsed for Leasehold)

1. Name of Proposed Insured:

**Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a
Verizon Wireless**

2. The Estate or interest in the Land upon issuance of the Policy shall be the interest of the Lessee in that Lease set forth in Schedule A, Part II.

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

**Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a
Verizon Wireless**

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

SEE EXHIBIT "A" ATTACHED HEREIN

Owner/Fee Title: **94 Hundred Shea, L.L.L.P., a Delaware limited liability partnership**
Parcel No.: 217-36-001M

SCHEDULE A, PART II

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

A lease executed by **94 Hundred Shea, L.L.L.P., a Delaware limited liability partnership,** Lessor, to **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless,** Lessee, dated ____, recorded ____, in Instrument No. ____.
(Term: ____)

END OF SCHEDULE A

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, Attorney's fees or expenses, any or all of which arise by reason of the following:

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2016. (The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017).
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District and Fire District Assistance Tax and East Valley Institute of Technology.
3. Any charge upon said land by reason of its inclusion in McCormick Ranch Property Owners' Association, Inc.
4. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded in Docket 9148, Page 706, recorded in Docket 12480, Page 163, Supplemental recorded in Docket 12480, Page 176, Certificate of Amendment recorded in Docket 12749, Page 676 and Certificate of Amendment recorded in Docket 14056, Page 1401 of Official Records and as shown on the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
5. Reservations, conditions, covenants, restrictions, easements and all other matters as set forth therein in Warranty Deed recorded as Docket 13819, Page 101 of Official Records.

Thereafter Termination of Easement was recorded as 20020311725 of Official Records.
6. An easement for transmission and distribution of electricity and all other matters as set forth therein, recorded in Docket 14132, Page 343 and recorded in Docket 14132, Page 345 of Official Records.
7. An easement for public trail and scenic corridor and all other matters as set forth therein, recorded in 95-0258605 of Official Records.

Thereafter City of Scottsdale Release of Easement recorded as 20051250124 of Official Records.
8. An easement for parking and access and all other matters as set forth therein, recorded in 2000-0538396 of Official Records.
9. All matters as set forth in Map of Dedication – Mountain View Park recorded as Book 630 of Maps, Page 20 of Official Records.
10. All matters as set forth in City of Scottsdale Lot Split Approval recorded as 20030652111 of Official Records.
11. All matters as set forth in PLSS Subdivision – Record of Survey recorded as Book 752 of Maps, Page 33 of Official Records.

12. All matters as set forth in Financial Obligation Agreement for Payment of Water & Sewer Development Fees & Penalties recorded as 20050923668 of Official Records.
13. All matters as set forth in Record of Survey recorded as Book 783 of Maps, Page 48 of Official Records.
14. An easement for utility and all other matters as set forth therein, recorded in 2006-1216729 of Official Records.
15. An easement for pipeline(s) and all other matters as set forth therein, recorded in 2007-0050921 of Official Records.
16. All matters as set forth in Waiver of Right to Make a Claim Under Proposition 207 recorded as 20121107894 of Official Records.
17. All matters as set forth in Easement Agreement recorded as 20130306840 of Official Records.
18. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an original indebtedness of \$12,240,000.00 and any other amounts or obligations secured thereby, recorded May 29, 2013 as 20130489802 of Official Records.

Dated: May 29, 2013
Trustor: 94 Hundred Shea, LLLP
Trustee: First American Title Insurance Company
Beneficiary: Redwood Commercial Mortgage Corporation

The beneficial interest in the Deed of Trust was assigned to Wells Fargo Bank, National Association, as Trustee for the Registered Holders of J.P. Morgan chase Commercial Mortgage Securities Trust 2013-C13, Commercial Mortgage Pass-Through Certificate Series 2013-C13 by assignment recorded as 20130704386 of Official Records.

19. An Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as 20130704386 of Official Records, as additional security for the payment of the indebtedness secured by the Deed of Trust recorded as 20130489802 of Official Records.

The interest of the Assignee of the Assignment of Rents and Leases was assigned to Wells Fargo Bank, National Association, as Trustee for the Registered Holders of J.P. Morgan chase Commercial Mortgage Securities Trust 2013-C13, Commercial Mortgage Pass-Through Certificate Series 2013-C13 by assignment recorded as 20130704387 of Official Records.

20. A Financing Statement recorded as 20130514107 of Official Records.

Debtor: 94 Hundred Shea, LLLP
Secured Party: Redwood Commercial Mortgage Corporation

Financing statement recorded as 20130704388 of Official Records, assigning interest of the secured party to Wells Fargo Bank, National Association, as Trustee for the Registered Holders of J.P. Morgan chase Commercial Mortgage Securities Trust 2013-C13, Commercial Mortgage Pass-Through Certificate Series 2013-C13.

21. An easement for public non-motorized access and all other matters as set forth therein, recorded in 20140122973 of Official Records.
22. An easement for scenic corridor and all other matters as set forth therein, recorded in 20140122997 of Official Records.
23. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
24. The terms and conditions of the lease set forth in Schedule A, Part Two.

END OF SCHEDULE B

REQUIREMENTS

1. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless.**
2. Proper Showing as to the current members of **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless.**
3. Proper showing that **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless** has been properly formed in its domiciliary state.
4. Furnish a copy of the Articles of Organization or other pertinent formation documents of **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless**, duly processed by the proper regulatory body of Delaware.
5. Furnish copies of all Certificates required by Title 29, Chapter 3, Arizona Revised Statutes, on file with the Secretary of State relating to 94 Hundred Shea, L.L.L.P., a Delaware limited liability partnership. Said Certificates shall be certified by an authorized representative of the Secretary of State as true and correct copies and shall be accompanied by a Certificate from the Secretary of State's office stating that the Certificates presented constitute a complete set of Certificates filed in said office relative to the limited partnership stated.
6. Furnish a copy of the Partnership Agreement of 94 Hundred Shea, L.L.L.P., a Delaware limited liability partnership, together with any amendments thereto.
7. Record Lease as shown in Schedule A, Part II, herein.
8. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
9. Such further requirements as may be necessary after completion of the above.

END OF REQUIREMENTS

EXHIBIT "A"

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF 96TH STREET AND SHEA BOULEVARD MARKING THE NORTHEAST CORNER OF SAID SECTION 30, FROM WHICH A BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF 92ND STREET AND SHEA BOULEVARD MARKING THE NORTH QUARTER OF SAID SECTION 30 BEARS SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST 2642.28 FEET SAID LINE BEING NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, AND THE BASIS FOR THE BEARINGS IN THE DESCRIPTION:

THENCE SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE 1321.14 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST 65.00 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST 490.84 FEET;

THENCE SOUTH 59 DEGREES 59 MINUTES 23 SECONDS WEST 346.13 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST 200.00 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST 664.19 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID PARALLEL LINE 500.00 FEET TO THE POINT OF BEGINNING.

(NOTE: COVERS MORE THAN APN 217-26-001M)



Privacy Information

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Affidavit of Authority to Act as the Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 9375 E SHEA BLVD.
- b. County Tax Assessor's Parcel Number: 217-36-001M
- c. General Location: SHEA BLVD & 42ND STREET
- d. Parcel Size: 6.84 ACRES
- e. Legal Description: Provided on Survey

(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)

Steve Cohen

Date

3/9, 2017

Signature

[Handwritten Signature]

_____, 20

_____, 20

_____, 20

Planning and Development Services