

(6) Corral/Legal

Chafin, Kim

From: Hunsberger, Mark
Sent: Monday, June 22, 2009 10:01 AM
To: Chafin, Kim; Bloemberg, Greg A
Subject: Rose Garden Utility Letters

Attachments: Picture (Device Independent Bitmap); Letter_SWGAS_abandonments 6-09.doc; Exhibit A .pdf; Exhibit B .pdf

Attached is a letter template for updating the letters from utilities for the Rose Garden abandonment application. There were a few small changes to the maps. Let me know if you see any problems or have any other changes. I plan to start contacting them tomorrow.

Thanks,

Mark

Mark Hunsberger
City of Scottsdale
Economic Vitality Department
480-312-7315



Letter_SWGAS_aba Exhibit A .pdf (19
ndonments 6-09... KB)



Exhibit B .pdf (17
KB)

ROSE GARDEN PROJECT CONSTRUCTION DEADLINE

9--08
1st Amendment to Amended and Restated

ALL COMPONENTS WEST OF GOLDWATER -(Former Rose Garden Parking)

| | |
|---|---------------|
| New DR Application for Garage & Hotel | December 2008 |
| Garage Construction Docs Submitted for Review | May 2009 |
| Garage Construction Begins | June 2010 |
| Certificate of Completion for Garage | March 2012 |
| Garage Open to the Public | November 2012 |

missed

CENTER RESIDENTIAL AND RETAIL (Private Property)

| | |
|--|---|
| DR Application Submitted | Done |
| Construction Docs Submitted for Review | June 2011 |
| Construction Begins | <small>Unofficial Document</small> June 2012 |
| Construction Complete, per Dev. Agrmt. | December 2014 |

EAST TOWNHOME COMPONENTS (Private Property)

| | |
|---|---------------|
| DR Application Submitted | Done |
| Public Utility Work Initiated | Done |
| Public Utility Work Completed | December 2009 |
| Construction Docs Submitted for Review | February 2009 |
| Construction Begins, no later than | June 2010 |
| Construction Ends for Deck & 6 THs | June 2012 |
| Construction Complete – per Dev. Agrmt. | December 2014 |

missed

ROSE GARDEN PROJECT CONSTRUCTION DEADLINE

9--08
1st Amendment to Amended and Restated

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| Construction Complete -- per Dev. Agrmt. | December 2014 |

Draft from Mark Hunsberger 6-24-09

Rose Garden
Historic Platted Lots
with Proposed Abandonments

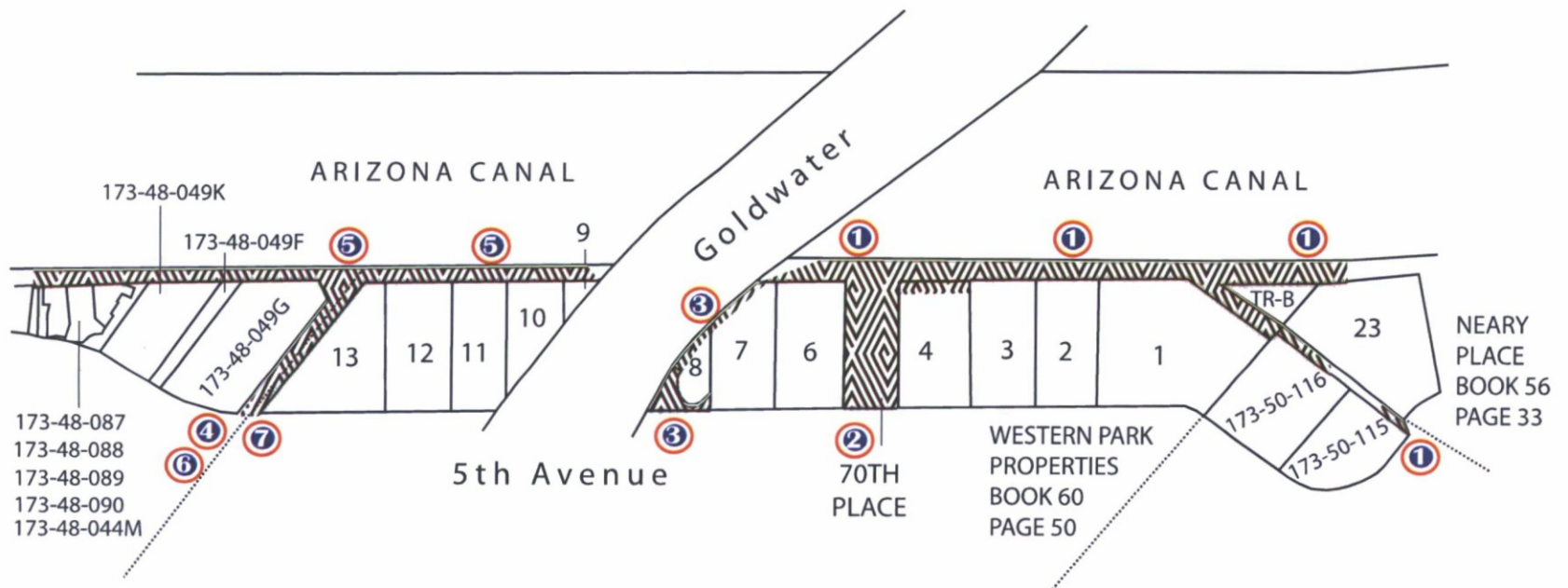


EXHIBIT A

Draft from Mark Hunsberger 6-24-09

Rose Garden
Tract Names
With New Service Areas

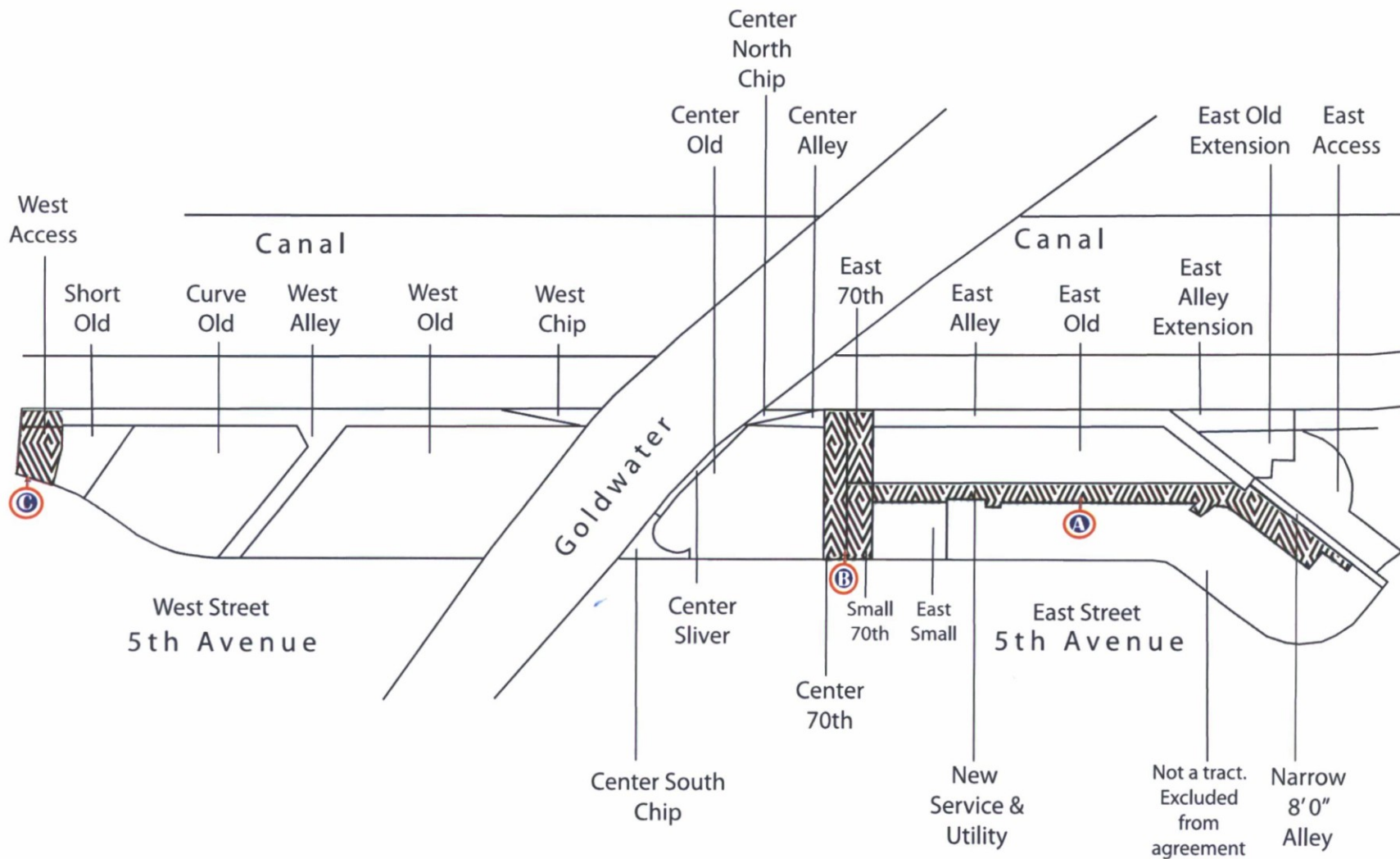


EXHIBIT B



Economic Vitality Department

4021 N. 75th Street, Suite 102
Scottsdale, AZ 85251

PHONE 480-312-7989
FAX 480-312-2672
WEB www.ScottsdaleAZ.gov

June XX, 2009

Troy Hollinger
SW Gas
Phoenix, AZ

*Draft
From Mark
Hunsberger
6-24-09*

By Fax: 602-484-5353

Norma Jardin
Eng. Technician
SW Gas
norma.jardin@swgas.com

Dear Troy & Norma:

As a part of the construction of an underground City public parking garage located at the northwest corner of Goldwater Boulevard and 5th Avenue and the subsequent development, titled "Rose Garden Development," and detailed in the Development Agreement entered into on July 5, 2005, the City is required to move forward with abandoning existing alleyways and emergency/service access easements. The project design and future new construction has been coordinated with Norma Jardin, as well as our other utility contacts. We are now processing the proper paperwork of the city's formal abandonment process.

The proposed abandonments are depicted on Exhibit A and are as follows:

1. A portion of the alley adjacent to Western Park Properties, Book 60, Page 50 M.C.R., east of Goldwater Boulevard.
2. A portion of Lot 5 of Western Park Properties, Book 60, Page 50 M.C.R., now referred to as 70th Place.
3. A portion of Lot 8 of Western Park Properties, Book 60, Page 50 M.C.R., also referred to a portion of the 5th Avenue and Goldwater Boulevard rights of way.
4. An APS utility easement in Lot 13 of Western Park Properties, Book 60, Page 50 M.C.R., originally recorded in Instrument #93-0189345.
5. The northern 16' of the alley that runs along parcels 1-6 and the portion known as alley Parcel 8 running along Lots 9-13, of Western Park Properties, Book 60, Page 50 M.C.R., plus the 16' alley described at Docket 2692, Page 13 M.C.R.
6. A Road & Public Utility Easement, Docket 4267, Page 100 M.C.R., also in Lot 13 of Western Park Properties, Book 60, Page 50 M.C.R.
7. An 8' alley along the west line, of Lot 13 of Western Park Properties, Book 60, Page 50 M.C.R., also referred to as Parcel 7.

Exhibit B shows where the following new utility easements are already in place or will be placed to accommodate continued service:

- A. 20' Utility and Access Easements from Developer to City
- B. 70th Street Utility and Access Easement to City
- C. 30' Utility and Access Easement from Developer to City

May we please have a letter from you advising of any utility facilities that may exist or are planned in the area of the proposed abandonment, and any easements that may be required, beyond the newly placed utility easements, should the abandonments be approved by the Scottsdale City Council?

If you have any questions regarding this request you may call me at 480-312-7315 (fax 480-312-2672) or Bill Peifer at 480-312-7869. We thank you in advance for your early reply.

Yours Truly,

Mark Hunsberger
Revitalization Specialist
Economic Vitality Department

Attachments:

- Exhibit A – Map of Proposed Abandonments
- Exhibit B – Map of New Utility Easements

CASE # 740-PA-2005
Development Review Board Application Checklist
Part VII -- Goldwater Frontage Setback

The east edge of the property is adjacent to Goldwater Blvd. which is a north/south arterial street. The street was constructed by the City in the early 1990's through an existing specialty retail district. Because the street was built through an established area, the set back of buildings adjacent to the street are substantially less than the current ordinance anticipates. When we examined the existing buildings south to Indian School Road we discovered that the average setback is 12 feet. North of the site is the Arizona Canal and therefore there is not a relevant set back calculation. Therefore we would like to use the standards sited in section 6.1207.C.2 and use the average set back along the Goldwater Boulevard edge of 12 feet.

6-DR-2006
11/10/2006

Rose Garden Draft Replat
Summary of Revision Comments
5/21/08

Sheet 1

1. Title – delete “and partial combination”
2. Dedication section – Kelly will rewrite
3. City Approval block – Dwayne will provide current standard version
4. Notes
 - a. Kelly will revise #1, 2, 8 (incorporate into Dedication), 10, 11
 - b. Dwayne will revise #3, 4, 9 (move to supplemental sheets)
5. Certification – Dwayne will provide new certification text to Kelly; “will be set” is not specific enough; it should either set specific # of days or work should be done before the replat

Sheet 2

6. Remove Title and Title Caption in lower right, and any additional sheets
7. Reference Documents – remove last 2; add new title report
8. Owner info – name a person as Trustee for each Trust
9. Alley PUE also needs non-motorized access easement to City for the sidewalk
10. 70th Street PUE and access easements need to be shown
11. Is parking easement on lot 4 being removed before the replat?
12. Alley parcel boundary needs to be redrawn

Other

13. All existing encumbrances on the land need to be shown somewhere – in separate documents or Sheets 3, 4, etc. of this plat
14. Is it preferable to record the new/amended easements among private parties before this replat is recorded? Developer can submit replat prior to the easements being recorded as long as they are recorded prior to finalizing the replat.



 **FILE COPY**

March 1, 2016

Mr. Frederick Unger
Rose Garden Partners, LLC
7127 E 6Th Ave
Scottsdale, AZ 85251

RE: Rose Garden East And Center Plat
6-PP-2008

Dear Mr. Frederick Unger:

The Planning and Development Services Department had completed a review of the above referenced application submitted on February 26, 2008 however; there has not been activity on the application since the first review letter was sent to you on March 28, 2008.

For the purpose of our records, please contact me in writing within 30 days of the date of this letter regarding your intentions for this application. Please be advised that if we do not hear from you, this application will be considered closed and will be withdrawn from our active applications. This action will necessitate a new application (with accompanying fees) should you decide to proceed.

Sincerely,


Dan Symer, AICP

cc: Case File

Chafin, Kim

From: Epstein, Henry
Sent: Monday, May 05, 2008 8:36 AM
To: Cummins, Mac; Chafin, Kim; Symer, Daniel
Cc: Bloemberg, Greg A; Carr, Brad
Subject: RE: New Rose Garden Hotel?

Thank you for keeping us in the loop.

Hank Epstein

Senior Planner
City of Scottsdale
Planning and Development Services
(480)312-7976 direct (480) 312-7088 FAX
hepstein@ScottsdaleAZ.gov

From: Cummins, Mac
Sent: Monday, May 05, 2008 8:28 AM
To: Chafin, Kim; Symer, Daniel; Epstein, Henry
Cc: Bloemberg, Greg A; Carr, Brad
Subject: FW: New Rose Garden Hotel?

FYI on the RG West parcel.

Mac

From: Edgar, Laurel
Sent: Friday, May 02, 2008 5:50 PM
To: Cummins, Mac; Hunsberger, Mark
Cc: Gray, Frank; Stewart, Harold
Subject: RE: New Rose Garden Hotel?

We have had a preliminary discussion with legal regarding what would need to be changed in the DA if they want to do this-we are working on a list which I will share when its together and Kelly has approved it. They have also had a preliminary discussion with Frank about this. I don't think they are quite far along on the thought process for design changes-but they are planning that they would have to go through DR again as the face would change. Also - this concept only affects the west of Goldwater portion. No roof top restaurants or canal restaurants are being sought. Rather, then developer believes that it is too difficult to get bodies to come this far west and is thinking that he may not be able to get a restaurant to come to this building on the west side of Goldwater at all. He sees this as the quiet portion of 5th Avenue and is planning to keep all promises to the neighbors to the north regarding noise and height.

Also, the developer has asked that the option be opened to do condos or a hotel - in case the market gets well faster than expected. I'll check in with the team to see if they can get themselves ready soon for a discussion that would include Planning staff regarding any changes to zoning standard or land use impacts.

Laurel

From: Cummins, Mac
Sent: Friday, May 02, 2008 4:49 PM
To: Edgar, Laurel; Hunsberger, Mark
Cc: Gray, Frank
Subject: New Rose Garden Hotel?

Laurel,

I understand that the City has begun discussions with Fred Unger regarding the possible changing of his development program at the Rose Garden site from the previously approved mixed use building to a hotel. I've heard about the change for some time, but I'm wondering what the status of the formal discussions is, and what direction we're giving Fred regarding changes to the overall development program. If there are any changes to the allowed zoning standards or land use impacts (ie roof top restaurant/bar a la Valley Ho), we'd like to understand and discuss internally before this project moves too far ahead.

If they have a real proposal that the City is considering, please let me know.

Thanks.

Mac Cummins, AICP
Principal Planner
City of Scottsdale



March 28, 2008

Martha West
Roe Associates Planning Inc.
7127 E. 6th Avenue
Scottsdale, AZ 85251

RE: 6-PP-2008
Rose Garden East and Center Plat

Dear Ms. West:

The Planning and Development Services Department has completed the review of the above referenced submittal dated February 26, 2008. The following **1st Review Comments** represent the review performed on the project by our team, and are intended to provide you with guidance for compliance with city codes, policies, and guidelines related to this application type.

Ordinance Related Issues

The following ordinance related issues have been identified in this first review of the project and will need to be addressed in a re-submittal prior to scheduling a hearing.

Zoning/Legal/Submittal Requirements:

1. The title insurance report reflects a coverage amount of \$1,000. Submit updated title reports for all lots affected by the proposed plat, indicating the assessed land value, listing City of Scottsdale as a proposed insured, and complying with all City of Scottsdale requirements for title reports. See attached Requirements for Submitting Evidence of Title to the City of Scottsdale Planning Department.
2. The ALTA Survey excludes the area of land upon which the Tang building is located. However, the proposed plat seeks to subdivide several of the Tang building parcels. Submit a revised ALTA Survey that shows existing conditions and covers all portions of historically platted plots that are affected by the replat, not just the portions that are proposed to be subdivided off.
3. The proposed plat indicates the area of land upon which the Tang building is located is "Not a Part" of the plat. However, the proposed plat seeks to subdivide several of the parcels upon which the Tang building is located. Submit a revised plat which includes the Tang building properties.
4. Provide letters of authorization from owners of all affected properties, including the owners of the property upon which the Tang building is located. Be advised that owners of all properties will be required to sign the final plat.
5. Submit a letter from the School District indicating there are adequate school facilities to accommodate the projected number of additional students generated by the proposed plat.
6. Eliminate the existing property lines on the proposed plat.

7. Section 7 of the Memorandum of Understanding indicates, "Lot Tie for Center Parcels. Unless otherwise approved by the City, the Center 70th Tract, the Center Old Tract, the Center South Chip Tract, the Center Sliver Tract, and the Center Alley Tract are required to be forever jointly owned, developed and operated as a single unified parcel and project. Accordingly, such Tracts are hereby lot-tied to each other in the normal manner applicable to tied lots in the City of Scottsdale. The preceding sentence does not prohibit said Tracts from subsequently being platted together as a condominium or other unified project." The proposed plat seeks to divide the wownerf (70th Place) down the middle, and therefore appears to be in conflict with Section 7 of the approved MOU. Also, please advise what section of the Development Agreement address who will be responsible for maintaining the wownerf.

Policy Related Issues

The following policy related issues have been identified in the first review of the project. While these issues are not as critical to scheduling the case for public hearing, they may affect the City Staff's recommendation for support of this project and should be addressed as soon as possible.

207 Waiver:

8. Please have the property owner sign the attached Proposition 207 Waiver form and return the original with the resubmittal.

Please resubmit the revised legal requirements, revised plans, and a written summary response addressing the comments/corrections identified above as soon as possible for further review (**Please see Attachment A, Resubmittal Checklist, for a consolidated list of information to be resubmitted**). The City will then review the revisions to determine if it is ready to be scheduled for a hearing date.

In an effort to get this development request to a Development Review Board hearing, City staff has identified the following potential schedules (read schedule left to right):

| Track | Response/resubmittal by applicant (complete set of revisions) | City to provide status update | Potential DRB Hearing Date |
|-------|--|-------------------------------------|-------------------------------|
| 12-08 | No later than 4/10/2008 | 4/24/2008 | 6/5/2008 |
| 13-08 | No later than 4/25/2008 | 5/8/2008 | 6/19/2008 |
| 14-08 | No later than 5/9/2008 | 5/23/2008 | 7/10/2008 |

PLEASE CALL 480-312-7000 TO SCHEDULE A RESUBMITTAL MEETING WITH ME PRIOR TO YOUR PLANNED RESUBMITTAL DATE. DO NOT DROP OFF ANY RESUBMITTAL MATERIAL WITHOUT A SCHEDULED MEETING OR THE ABOVE MEETING SCHEDULE MAY BE AFFECTED. THIS WILL HELP MAKE SURE I'M AVAILABLE TO REVIEW YOUR RESUBMITTAL AND PREVENT ANY UNNECESSARY DELAYS.

This schedule is based on the original submittal track and relies on a timely, complete and accurate response/resubmittal to the items addressed in this letter. Please be advised that the **1st Review Comments** are valid for a period of 45 days from the date on this letter. While the case will remain active, failure to resubmit within the 45 days will require the project to begin a new "First Review" track to refresh the review. Failure to resubmit within 190 days may cause the project to be considered inactive.

If you have any questions, or need further assistance please contact me at 480-312-7734 or at kchafin@ScottsdaleAZ.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kim Chafin". The signature is written in black ink and is positioned above the printed name.

Kim Chafin, AICP
Senior Planner

cc: Frederick Unger
Rose Garden Partners LLC
7127 E 6TH Avenue
Scottsdale, AZ 85251

**ATTACHMENT A
Resubmittal Checklist**

Case Number: 6-PP-2008

Please provide the following documents, in the quantities indicated, with the first submittal (all plans larger than 8 ½ x11 shall be folded):

- One copy: COVER LETTER- Respond to all the issues identified in the first review comment letter.
- One copy: Revised CD of submittal (DWG format only)
- One original: Signed Prop. 207 Waiver Request
- One original: Letter of Authorization-actual owners of record
- One copy: Current Title Reports
- One copy: Revised Project Data Sheet
- One copy: Revised Narrative for Project

Revised Preliminary Plat:

_____ 8 _____ 24" x 36" _____ 1 _____ 11" x 17" _____ 1 _____ 8 ½" x 11"

Other Supplemental Materials:

- Revised ALTA Survey
 - School District letter
-
-

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
()
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

WAIVER OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207
(A.R.S. § 12-1131 et. seq.)
City of Scottsdale Case No. 6-PP-2008

The undersigned is the fee title Owner of property, (*Parcel No.*) 173-42-028A, 173-42-060A, 173-48-044C, 173-50-059A, 173-50-062A, 173-50-063A, 173-50-064A, 173-50-065A, 173-50-066C located at 7114 E Stetson Dr Unit 110 Scottsdale, Maricopa County, Arizona, that is the subject of a request by owner for a: Preliminary Plat.

By signing this document, the undersigned Owner agrees and consents to all of the conditions and/or stipulations imposed by the Scottsdale Planning Commission, Development Review Board, city staff, or the City Council in conjunction with Owner's request for application of the city's land use laws to the Owner's property.

Owner waives any right to compensation for diminution in value that may be asserted now or in the future under Proposition 207, the Private Property Rights Protection Act (A.R.S. § 12-1131, et.seq.), based upon Owner's request in case no. 6-PP-2008.

Dated this ____ day of _____, 200__.

Owner: _____
(Type Name)

By : _____
(Signature of Owner)

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this ____ day of _____, 200__ by

Notary Public

My Commission Expires:

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

I, _____, the undersigned, being the fee title Owner of the property, (*Parcel No.*) 173-42-028A, 173-42-060A, 173-48-044C, 173-50-059A, 173-50-062A, 173-50-063A, 173-50-064A, 173-50-065A, 173-50-066C located at 7114 E Stetson Dr Unit 110 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 ____ day of _____, 200__.

By: _____
(*Printed Name of Owner*)

Owner: _____
(*Signature of Owner*)



Fidelity National Title

INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation, ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Fidelity National Title Insurance Company



BY

[Signature]
President

ATTEST

[Signature]
Secretary

[Signature]
Countersigned



Fidelity National Title

INSURANCE COMPANY

2390 E. Camelback Road, Suite 203 Phoenix, AZ 85016
(602) 224-8404 FAX (602) 224-8407

SCHEDULE A

TITLE OFFICER: Karen Swanson
ESCROW OFFICER: Terri Rundle
Escrow No.: 20008985
Loan No.:

Title No.: 20008985 - D
Amendment

1. Effective Date: February 8, 2008, 07:59 A.M.

2. Policy or Policies to be issued:

ALTA Owner's Policy (10-17-92) Extended Coverage 1,000.00

Proposed Insured:

City of Scottsdale

3. The estate or interest in the land described or referred to in this Commitment is:

A FEE

4. Title to the estate or interest in the land is at the Effective Date vested in:

Rose Garden, L.L.C., an Arizona a limited liability company, as to Parcel No. 1A, 1B, 6, 7, 8 and 9; City of Scottsdale, a Municipal Corporation, as to Parcel No. 2A, 2B, 2C, 2D, 2E, 4 and 10; The Survivors' Trust Under The Alcalay Living Trust dated March 26, 1990 and Alcalay Non-Exempt Marital Trust under The Alcalay Living Trust dated March 26, 1990, as to Parcel No. 3A, 3B, 3C and 5; The City of Scottsdale for the public's use as dedicated on plat recorded in Book 60 of Maps, page 50, as to Parcel No. 11; and County of Maricopa, a body politic, as to Parcel No. 12

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

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

LEGAL DESCRIPTION

EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1A:

A parcel of land located in the East half of the Southwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Westerly corner of "TRACT A" of VALLEY PLAZA, according to Book 72 of Maps, page 28, Records of Maricopa County, Arizona;

THENCE North 51 degrees 48 minutes, 30 seconds East, a distance of 161.77 feet (North 51 degrees 58 minutes 00 seconds East, a distance of 171.41 feet measured), to the Northeast corner of that certain parcel of land described in Deed recorded in Docket 12188, page 410, Records of Maricopa, Arizona, also being the **TRUE POINT OF BEGINNING**;

THENCE continuing North 51 degrees 48 minutes 30 seconds East, a distance of 99.95 feet (North 51 degrees 58 minutes 00 seconds East a distance of 99.75 feet measured), to the Northwest corner of that certain parcel of land described in Deed recorded at Docket 9916, page 603, records of Maricopa County, Arizona;

THENCE South 3 degrees 28 minutes 50 seconds East along the West line of the last referenced property, 83.76 feet (South 3 degrees 29 minutes 40 seconds East, a distance of 82.23 feet measured) to a point on a non-tangent curve to the left, with a radius bearing South 10 degrees 37 minutes 22 seconds East, a distance of 259.84 feet and the Northerly right of way line of Western Park Drive (5th Avenue), also being the Southwest corner of the last referenced property;

THENCE along said curve to the left, also being the Northerly right of way line of Western Park Drive (5th Avenue), through a central angle of 13 degrees 38 minutes 48 seconds, a distance of 61.89 feet to a point of non-tangency and the Southeast corner of that certain parcel of land described in Deed recorded at Docket 12188, page 410;

THENCE North 32 degrees 14 minutes 22 seconds West, a distance of 46.03 feet (46.25 measured) to the **POINT OF BEGINNING**.

PARCEL NO. 1B:

A parcel of land located in the East half of the Southwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Westerly corner of "Tract A" of VALLEY PLAZA, according to Book 72 of Maps, Page 28, records of Maricopa County, Arizona;

THENCE North 51 degrees 48 minutes 30 seconds East, a distance of 165.81 feet (North 51 degrees 58 minutes 00 seconds East, a distance of 165.80 feet measured), to the TRUE POINT OF BEGINNING;

THENCE continuing North 51 degrees 48 minutes 30 seconds East (North 51 degrees 58 minutes 00 seconds East measured), a distance of 5.66 feet;

THENCE South 32 degrees 14 minutes 22 seconds East, a distance of 46.03 feet (46.25 feet measured) to a point on a non-tangent curve to the left, with a radius bearing South 24 degrees 16 minutes 10 seconds East, a distance of 259.84 feet, and the Northerly right-of-way line of Western Park Drive (5th Avenue);

THENCE along said curve to the left, also being the Northerly right-of-way line of Western Park Drive (5th Avenue) through a central angle of 1 degrees 15 minutes 44 seconds, a distance of 5.72 feet to a point of non-tangency;

THENCE North 32 degrees 10 minutes 36 seconds West, a distance of 44.94 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2A:

All of that portion of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast quarter of said Section 22;

THENCE North 51 degrees 48 minutes 30 seconds East, along the Southeasterly right of way line of the Arizona Canal, 53.37 feet;

THENCE East 25.88 feet to intersection with a line is parallel to and distant 16.00 feet Southeasterly from said Southeasterly right of way line;

THENCE North 51 degrees 48 minutes 30 seconds East, along said parallel line, 1292.75 feet to the Northwest corner of Western Park Properties, recorded in Book 60, page 50 of Maps, records of said County of Maricopa; being the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 30 minutes 00 seconds West, along the West line of said Western Park Properties, 159.01 feet, to a point on the Northwesterly right of way line of Western Park Drive;

THENCE South 51 degrees 48 minutes 30 seconds West, along said right of way, 9.76 feet to the beginning of a tangent curve to the right having a radius of 135.25 feet;

THENCE Southwesterly and Westerly, along the arc of said curve, through a central angle of 38 degrees 13 minutes 57 seconds a distance of 90.25 feet to a point;

THENCE North 03 degrees 24 minutes 00 seconds West, a distance of 115.42 feet to a point;

THENCE North 51 degrees 48 minutes 30 seconds East a distance of 126.78 feet to a POINT

OF BEGINNING.

EXCEPT that portion of said premises described as follows:

BEGINNING at the Southwest corner of said Southeast quarter of said Section 22;

THENCE North 51 degrees 48 minutes 30 seconds East, along the Southeasterly right of way line of the Arizona Canal, 53.37 feet;

THENCE East, 25.88 feet to intersection with a line which is parallel to and distant 16.00 feet Southeasterly from said Southeasterly right of way line;

THENCE North 51 degrees 48 minutes 30 seconds East, along said parallel line, 1292.75 feet to a point on the West line of Western Park Properties, recorded in Book 60, page 50 of Maps, records of said County of Maricopa; **being the TRUE POINT OF BEGINNING;**

THENCE South 00 degrees 30 minutes 00 seconds West, along the West line of said Western Park Properties, 159.01 feet, to a point in the Northwesterly right of way line of Western Park Drive;

THENCE South 51 degrees 48 minutes 30 seconds West, along said right of way, 9.76 feet to the beginning of a tangent curve to the right having a radius of 135.25 feet;

THENCE Southwesterly and Westerly, along the arc of said curve, through a central angle of 34 degrees 57 minutes 00 seconds, a distance of 82.49 feet;

THENCE North 00 degrees 30 minutes 00 seconds East, along a line which is parallel to said West line of said Western Park Properties, 127.74 feet;

THENCE North 51 degrees 48 minutes 30 seconds East, 106.78 feet to the **POINT OF BEGINNING.**

PARCEL NO. 2B:

All of that portion of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast quarter of said Section 22;

THENCE North 51 degrees 48 minutes 30 seconds East, along the Southeasterly right of way line of the Arizona Canal, 53.37 feet;

THENCE East, 25.88 feet to intersection with a line which is parallel to and distant 16.00 feet Southeasterly from said Southeasterly right-of-way line;

THENCE North 51 degrees 48 minutes 30 seconds East, along said parallel line, 1292.75 feet to a point on the West line of Western Park Properties, recorded in Book 60 of Maps, page 50, records of said County of Maricopa; **being the TRUE POINT OF BEGINNING;**

THENCE South 00 degrees 30 minutes 00 seconds West, along the West line of said Western Park Properties, 159.01 feet, to a point on the Southwesterly right-of-way line of Western Park Drive;

THENCE South 51 degrees 45 minutes 30 seconds West, along said right-of-way, 9.76 feet to the beginning of a tangent curve to the right having a radius of 135.25 feet;

THENCE Southwesterly and Westerly, along the arc of said curve, through a central angle of 34 degrees 57 minutes 00 seconds, a distance of 82.49 feet;

THENCE North 00 degrees 30 minutes 00 seconds East, along a line which is parallel to said West line of said Western Park Properties, 127.74 feet;

THENCE North 51 degrees 48 minutes 30 seconds East, 106.78 feet to the POINT OF BEGINNING.

PARCEL NO. 2C:

That part of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Western Park Properties Subdivision according to the plat of record in the office of the Maricopa County Recorder in Book 60 of Maps, page 50, said point also being on the Southerly right-of-way line of the Arizona Canal;

THENCE South 00 degrees 30 minutes 00 seconds West, an assumed bearing, along the West line of said Western Park Properties for a distance of 20.50 feet;

THENCE South 51 degrees 48 minutes 30 seconds West parallel to the said Southerly right-of-way for a distance of 126.78 feet to the TRUE POINT OF BEGINNING, said point also being the Northwesterly corner of that certain parcel of land conveyed to Fox Land & Investments, Inc., an Arizona corporation by instrument recorded December 19, 1968 in Docket 7398, page 495;

THENCE South 03 degrees 21 minutes 44 seconds East along the Westerly line of said Fox Land & Investments, Inc. for a distance of 116.99 feet to a point on the Northerly right-of-way line of Western Park Drive, said point also being on a curve concave Northerly the center of which bears North 00 degrees 25 minutes 22 seconds West a distance of 135.25 feet;

THENCE Westerly along the arc of said curve through a central angle of 00 degrees 28 minutes 58 seconds for a distance of 1.14 feet to a point of reverse curvature the center of which bears South 00 degrees 03 minutes 36 seconds West a distance of 259.84 feet;

THENCE Southwesterly along the arc of said curve through a central angle of 10 degrees 46 minutes 26 seconds for a distance of 48.86 feet;

THENCE North 03 degrees 28 minutes 50 seconds West, leaving said Northerly right-of-way of Western Park Drive, for a distance of 83.76 feet to a point on a line parallel to and 16.00 feet Southeasterly of the said Southerly right-of-way line of the Arizona Canal;

THENCE North 51 degrees 48 minutes 30 seconds East parallel to the said right-of-way for a distance of 61.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2D:

Lot 8, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona;

EXCEPT that part of said Lot 8, described as follows:

COMMENCING at the Northerly most corner of said Lot 8;

THENCE South 38 degrees 11 minutes 30 seconds East along the Northeasterly line of said Lot 8, a distance of 42.44 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 38 degrees 11 minutes 30 seconds East along the Northeasterly line a distance of 70.06 feet;

THENCE South 51 degrees 48 minutes 30 seconds West, a distance of 5.22 feet;

THENCE South 5 degrees 25 minutes 41 seconds West, a distance of 12.31 feet to a point on a non-tangent curve concave Northerly, from which the radius point on said curve bears North 33 degrees 14 minutes 35 seconds West;

THENCE Westerly along the arc of said curve to the right having a radius of 21.50 feet and a central angle of 122 degrees 42 minutes 03 seconds for an arc distance of 46.04 feet to a point on a compound curvature on a tangent curve concave Easterly, from which the radius point on said curve bears North 89 degrees 17 minutes 28 seconds East;

THENCE Northerly along the arc of said curve to the right having a radius of 504.50 feet and a central angle of 00 degrees 20 minutes 10 seconds for an arc distance of 2.96 feet to a point of non-tangency;

THENCE South 89 degrees 47 minutes 38 seconds West, a distance of 7.00 feet to a point on a non-tangent curve concave Easterly, from which the radius point of said curve bears North 89 degrees 47 minutes 38 seconds East;

THENCE Northerly along the arc of said curve to the right having a radius of 511.50 feet and a central angle of 5 degrees 35 minutes 23 seconds for an arc distance of 49.90 feet to a point of non-tangency, the TRUE POINT OF BEGINNING.

PARCEL NO. 2E:

Lots 9 thru 13 inclusive, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona.

PARCEL NO. 3A:

Lot 6 and the West 4.99 feet of Lot 5, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona.

PARCEL NO. 3B:

Lot 7, of WESTERN PARK PROPERTIES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 60 of Maps, Page 50;

EXCEPT that part conveyed to the City of Scottsdale recorded in Instrument No. 88-276956 of Official Records, more particularly described as follows:

All that portion of said Lot 7 included within a strip of land 100.00 feet of even width, the Westerly and Easterly lines of said 100.00 foot wide strip of land lying 52.00 feet Westerly and 48.00 feet Easterly, respectively, measured at right angles and radially, from the following described line:

COMMENCING at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North 2 degrees 11 minutes 37 seconds East, 210.00 feet to the beginning of a tangent 560.00 foot radius curve concave Westerly;

THENCE Northerly along the arc of said curve, through a central angle of 2 degrees 22 minutes 22 seconds, a distance of 23.19 feet;

THENCE tangent to said curve, North 0 degrees 10 minutes 45 seconds West, 396.76 feet to the beginning of a tangent 560.00 foot radius curve concave Westerly;

THENCE Northerly along the arc of said curve, through a central angle of 1 degree 41 minutes 27 seconds, a distance of 16.53 feet to the TRUE POINT OF BEGINNING;

THENCE tangent to said curve, North 1 degree 52 minutes 12 seconds West, 300.00 feet to the beginning of a tangent 560.00 foot radius curve concave Easterly;

THENCE Northerly along the arc of said curve, through a central angle of 12 degrees 30 minutes 00 seconds, a distance of 122.17 feet;

THENCE tangent to said curve, North 10 degrees 37 minutes 48 seconds East, 250.00 feet; and

EXCEPT that part conveyed to the City of Scottsdale, recorded in Instrument No. 89-346864 of Official Records, more particularly described as follows:

BEGINNING at the most Westerly corner of said Lot 7;

THENCE North 51 degrees 48 minutes 30 seconds East along the Northwesterly line of said Lot 7, a distance of 44.76 feet;

THENCE South 11 degrees 29 minutes 24 seconds West, a distance of 7.17 feet to a point

of curvature of a tangent curve concave Easterly;

THENCE Southerly along the arc of said curve to the left, having a radius of 512.00 feet and a central angle of 05 degrees 20 minutes 37 seconds, for an arc distance of 47.75 feet to a point of non-tangency;

THENCE North 83 degrees 51 minutes 13 seconds West along the prolongation of a radial line of said curve, a distance of 1.25 feet to a point on a curve concentric with the last described curve;

THENCE Southerly along the arc of said concentric curve, having a radius of 513.25 feet and a central angle of 00 degrees 33 minutes 29 seconds, for an arc distance of 5.00 feet to a point of non-tangency on the Southwesterly line of said Lot 7;

THENCE North 38 degrees 11 minutes 30 seconds West along said Southwesterly line, a distance of 39.91 feet to the point of beginning; and

EXCEPT the following described property:

BEGINNING at the most Westerly corner of said Lot 7;

THENCE North 51 degrees 48 minutes 30 seconds East along the Northwesterly line of said Lot 7, a distance of 46.94 feet;

THENCE South 11 degrees 29 minutes 24 seconds West, a distance of 11.20 feet to the beginning of a tangent curve to the left, concave Easterly and having a radius of 511.00 feet;

THENCE Southerly along the arc of said curve, through a central angle of 5 degrees 55 minutes 00 seconds, a distance of 52.77 feet to a point of non-tangency on the Southeasterly line of said Lot 7;

THENCE North 38 degrees 11 minutes 30 seconds West along said Southwesterly line, a distance of 43.30 feet to the point of beginning.

PARCEL NO. 3C:

That part of Lot 8, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the most Northerly corner of said Lot 8;

THENCE South 38 degrees 11 minutes 30 seconds East along the Northeasterly line of said Lot 8, a distance of 42.44 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 38 degrees 11 minutes 30 seconds East along said Northeasterly line, a distance of 70.06 feet;

THENCE South 51 degrees 48 minutes 30 seconds West, a distance of 5.22 feet;

THENCE South 5 degrees 25 minutes 41 seconds West, a distance of 12.31 feet to a point

on a non-tangent curve concave Northerly, from which the radius point of said curve bears North 33 degrees 14 minutes 35 seconds West;

THENCE Westerly along the arc of said curve to the right, having a radius of 21.50 feet and a central angle of 122 degrees 42 minutes 03 seconds, for an arc distance of 46.04 feet to a point of compound curvature on a tangent curve concave Easterly, from which the radius point of said curve bears North 89 degrees 17 minutes 28 seconds East;

THENCE Northerly along the arc of said curve to the right, having a radius of 504.50 feet and a central angle of 00 degrees 20 minutes 10 seconds, for an arc distance of 2.96 feet to a point of non-tangency;

THENCE South 89 degrees 47 minutes 38 seconds West, a distance of 7.00 feet to a point on a non-tangent curve concave Easterly, from which the radius point of said curve bears North 89 degrees 47 minutes 38 seconds East;

THENCE Northerly along the arc of said curve to the right, having a radius of 511.50 feet and a central angle of 05 degrees 35 minutes 23 seconds, for an arc distance of 49.90 feet to a point of non-tangency and the True Point of Beginning.

PARCEL NO. 4:

Lot 5, WESTERN PARK PROPERTIES, according to Book 60 of Maps, page 50, records of Maricopa County, Arizona;

EXCEPT the East 4.99 feet; and

EXCEPT the West 4.99 feet thereof.

PARCEL NO. 5:

Lot 4 and the East 4.99 feet of Lot 5, WESTERN PARK PROPERTIES, according to Book 60 of Maps, page 50, records of Maricopa County, Arizona.

PARCEL NO. 6:

Rear 50 feet of Lot 3, WESTERN PARK PROPERTIES (henceforth referred to as Western Park), according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southernmost corner of Lot 3, Western Park;

THENCE North 38 degrees 14 minutes 54 seconds West, along the West property line of said Lot 3, a distance of 74.63 feet to the TRUE POINT OF BEGINNING;

THENCE North 38 degrees 14 minutes 54 seconds West, continuing along the West property line of said Lot 3, a distance of 50.00 feet to the Westernmost corner of said Lot 3, which is 16 feet from the Southeasterly line of the Arizona Canal Right of Way per Book 470 of Maps,

Page 18, M.C.R., and 16 feet from the Northeastern boundary of the Western Park Subdivision;

THENCE North 51 degrees 38 minutes 28 seconds East, along the alley behind said Lot 3, which is 16 feet from, and parallel to the Southeasterly line of the Arizona Canal Right of Way, and 16 feet from the Northeastern boundary of the Western Park subdivision, a distance of 59.95 feet to the Northernmost corner of said Lot 3;

THENCE South 38 degrees 14 minutes 54 seconds East, leaving the alley behind said Lot 3, which is 16 feet from the Southeasterly line of the Arizona Canal Right of Way, and 16 feet from the Northeastern boundary of the Western Park subdivision, along the East line of said Lot 3, a distance of 50.00 feet to a point;

THENCE South 51 degrees 38 minutes 28 seconds West, leaving the East line of said Lot 3, a distance of 59.95 feet to return to the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

That portion of Lots 1 and 2, WESTERN PARK PROPERTIES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 60 of Maps, page 50, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 2;

THENCE Northwesterly along the West property line of said Lot 2, North 38 degrees 14 minutes 54 seconds West, a distance of 74.93 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE Northwesterly continuing along the West property line of said Lot 2, North 38 degrees 14 minutes 54 seconds West, a distance of 50.00 feet to the Northwest corner of said Lot 2. Said corner being 16 feet from the Southeasterly line of the Arizona Canal Right-of-Way line according to Book 470 of Maps, Page 18, Maricopa County Recorder's Office, which is also the Northwestern boundary of WESTERN PARK PROPERTIES;

THENCE Northeasterly along the North property line of said Lot 2, and parallel to the Southeasterly Arizona Canal Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES, North 51 degrees 38 minutes 28 seconds East, a distance of 59.95 feet to the most Northern corner of said Lot 2, point also being the most Western corner of said Lot 1;

THENCE Northeasterly along the North property line of said Lot 1, and parallel to the Southeasterly Arizona Canal Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTY, North 51 degrees 38 minutes 28 seconds East, a distance of 79.99 feet to the most Westerly of the 2 Northernly Property corner of said Lot 1;

THENCE Easterly along the North property line of said Lot 1, North 89 degrees 50 minutes 42 seconds East, a distance of 80.85 feet to a point 66.00 feet perpendicular from the Southeasterly Arizona Canal Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES;

THENCE Southwesterly and parallel to the Southeasterly Arizona Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES, South 51 degrees 38 minutes 28 seconds West, a distance of 143.52 feet to a point on the West property line of said Lot 1;

THENCE Southwesterly and parallel to the Southeasterly Arizona Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES, South 51 degrees 38 minutes 28 seconds West, a distance of 59.93 feet to return to the POINT OF BEGINNING.

PARCEL NO. 8:

That portion of Lot 23, NEARY PLACE PLAT 2, according to Book 56 of Maps, page 33, records of Maricopa County, Arizona, situated in the Northeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southernmost corner of the West Retail Parcel (Lot 3) of the STETSON CANAL subdivision, according to Book 905 of Maps, page 42, Maricopa County Records, which is the Southeast corner of Tract 'B' as recorded in the NEARY PLACE subdivision in Book 46 of Maps, page 21, Maricopa County Records, which is the Southwest corner of Lot 23 of the NEARY PLACE PLAT 2 subdivision as recorded in Book 56 of Maps, page 33, Maricopa County Records;

THENCE North 00 degrees 57 minutes 00 seconds East, leaving the Southernmost corner of said West Retail Parcel, along the East line of said Tract 'B', which is the West line of said Lot 23, a distance of 59.50 feet to a point on the South line of a public alleyway adjacent to said Lot 23;

THENCE North 51 degrees 38 minutes 28 seconds East along the South line of said public alleyway, a distance of 35.07 feet to a point on the West line of said West Retail Parcel;

THENCE South 41 degrees 32 minutes 50 seconds East along the West line of said West Retail Parcel, a distance of 28.80 feet to a deflection point on the West line of said West Retail Parcel;

THENCE South 51 degrees 30 minutes 48 seconds West along the West line of said West Retail Parcel, a distance of 45.27 feet to a deflection point on the West line of said West Retail Parcel;

THENCE South 60 degrees 33 minutes 32 seconds East along the West line of said West Retail Parcel, a distance of 18.50 feet to a deflection point on the West line of said West Retail Parcel;

THENCE South 51 degrees 33 minutes 53 seconds West along the West line of said West Retail Parcel, a distance of 36.09 feet to return to the TRUE POINT OF BEGINNING.

PARCEL NO. 9:

Tract 'B', NEARY PLACE, according to Book 46 of Maps, page 21, records of Maricopa

County, Arizona;

EXCEPTING any part of Tract 'B' lying North of a line parallel to and 20.00 feet Southeast of the right of way line of the Arizona Canal as it now exists, according to the Results of Survey recorded in Book 470 of Maps, page 18, performed by the Salt River Project, said Southeast right of way line of the Arizona Canal also being called a subdivision boundary on said NEARY PLACE and NEARY PLACE PLAT 2; and also

EXCEPT any portion lying within the property conveyed to the City of Scottsdale, described in Special Warranty Deed recorded in Instrument No. 2004-0659750.

PARCEL NO. 10:

The 20.00 foot wide alley lying North of that portion described in Deed recorded in Instrument No. 2007-1084676 of Lot 23, NEARY PLACE PLAT 2, according to Book 56 of Maps, page 33, records of Maricopa County, Arizona, as amended, according to the Results of Survey recorded in Book 470 of Maps, page 18;

TOGETHER WITH that portion of Tract 'B', NEARY PLACE, according to Book 46 of Maps, page 21, records of Maricopa County, Arizona, lying North of a line parallel to and 20.00 feet Southeasterly from the Southeast right of way line of the Arizona Canal, as set forth in Results of Survey recorded in Book 470 of Maps, page 18, said Southeast right of way line also being called a subdivision boundary on said NEARY PLACE.

PARCEL NO. 11:

The alley as shown on Western Park Properties subdivision legal description as shown on Book 60 of Maps, page 50, records of Maricopa County, Arizona.

PARCEL NO. 12:

That portion of the following described parcel lying Northerly and adjacent to that property described in Parcel Nos. 1A, 1B, 2A, 2B and 2C herein:

That part of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of said Section 22;

THENCE North 51 degrees 48 minutes 30 seconds East (assumed bearing) along the Southeasterly right of way line of the Arizona Canal, a distance of 53.37 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 51 degrees 48 minutes 30 seconds East along said Southeasterly right of way line of said canal, a distance of 1327.52 feet to a point on the West line of Western Park Properties, according to Book 60 of Maps, page 50, Maricopa County Records;

THENCE South 0 degrees 30 minutes West along the West line of said subdivision, a distance

of 20.50 feet to a point;

THENCE South 51 degrees 48 minutes 30 seconds West, parallel to and 16 feet Southeasterly, as measured at right angles, from the Southeasterly right of way line of the Arizona Canal, a distance of 1292.75 feet to a point;

THENCE West, a distance of 25.88 feet to the TRUE POINT OF BEGINNING.

SCHEDULE B - SECTION I

REQUIREMENTS

1. **Furnish for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, prior to the close of this transaction. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.**

NOTE: Upon compliance with this requirement, Exception No. 61 of Schedule B - Section II herein will be deleted or made more specific.

2. **Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval; otherwise, a new survey, satisfactory to this Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.**

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11 and 16 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Fidelity National Title Insurance Company.

NOTE: Upon compliance with this requirement, Exception No. 62 of Schedule B - Section II herein will be deleted or made more specific.

3. **Intentionally omitted.**
4. **Notify the title department sufficiently in advance of recording to arrange for a priority inspection of said land to determine that no work has been commenced as of the time of the recording.**
5. **Property taxes for the full year shown below are EXEMPT.**

**APN: 173-48-044B, 045, 046, 049F, 049G, 049K and
173-50-064A.
Year: 2007**

6. **Property taxes for the full year shown below are paid.**
- APN: 173-42-028; 173-48-088, 089, 090; 173-50-062A and
173-42-060A (Covers More)
Year: 2007
7. **Pay second half property taxes, including any personal property taxes and any assessments collected with taxes, levied for the year 2007**
- APN: 173-48-044C, 065A, 066C; 173-50-059A, 063A
8. **Pay full year property taxes, including any personal property taxes and any assessments collected with taxes, levied for the year 2007**
- APN: 173-48-049M and 087
9. **Pay the delinquent property taxes including interest, fees, and costs, for the year(s) shown below by redemption from the sale of the lien thereof for the**
- Year(s): 2006
APN: 173-48-049L
C.P. No: Open
Total/Redeem: \$934.14
If paid by: February 29, 2008
10. **Furnish evidence that all regular and special assessments levied by Salt River Project Agricultural Improvement and Power District which are now due and payable are paid.**
11. **Record a Full Release and Reconveyance of the Deed of Trust:**
- Amount: \$400,000.00
Dated: February 1, 2002
Trustor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Trustee: Fidelity National Title Insurance Company, a California corporation
Beneficiary: First Commonwealth Mortgage Trust, a Massachusetts business trust
Recorded: February 1, 2002, Instrument No. 2002-0112989
12. **FURNISH A COPY OF THE BORROWER'S AUTHORIZATION TO CLOSE CREDIT LINE IF THE DEED OF TRUST SHOWN ABOVE SECURES A CREDIT LINE LOAN.**

- 13. Record a Partial Termination Statement terminating the financing statement described below**
- Debtor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Secured Party: National Bank of Arizona
Recorded: May 8, 2003, Instrument No. 2003-0589126
- 14. Record a full Release and Reconveyance of the Deed of Trust:**
- Amount: \$695,000.00
Dated: September 30, 2005
Trustor: New Horizons, a general partnership
Trustee: Fidelity National Title Insurance Company, a California corporation
Beneficiary: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Recorded: October 3, 2005, Instrument No. 20051462881
- 15. FURNISH A COPY OF THE BORROWER'S AUTHORIZATION TO CLOSE CREDIT LINE IF THE DEED OF TRUST SHOWN ABOVE SECURES A CREDIT LINE LOAN.**
- 16. Intentionally omitted.**
- 17. Intentionally omitted.**
- 18. Intentionally omitted.**
- 19. Intentionally omitted.**
- 20. Intentionally omitted.**

- 21. Furnish for review, the following documents from the Limited Liability Company named below prior to the close of this transaction**

Limited Liability Company: Rose Garden Partners, LLC, an Arizona limited liability company

- (a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.**
- (b) If a domestic Limited Liability Company, a copy of it's Articles of Organization and of all amendments thereof, with the filing stamp of the Corporation Commission thereon.**
- (c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.**
- (d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.**
- (e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.**

After review of the requested documents, the Company reserves the right to add additional items or make additional requirements prior to the issuance of any policy of title insurance.

- 22. Intentionally omitted.**

- 23. Intentionally omitted.**

- 24. Furnish a complete true copy of the executed trust agreement of the The survivors' Trust Under The Alcalay Living Trust dated March 26, 1990 and Alcalay Non-Exempt Marital Trust under The Alcalay Living Trust dated March 26, 1990, wherein is/are named as trustee(s), together with any amendments or restatements thereof for review. The company reserves the right to make additional requirements or exceptions upon such review.**

- 25. Record a certified copy of the Ordinance of the City of Scottsdale, authorizing the execution and delivery of all instruments necessary to consummate this transaction**

26. Record a certified copy of the Resolution of the Board of Supervisors of this county authorizing (a) the execution and delivery of all instruments necessary to consummate this transaction.

27. Intentionally omitted.

28. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

29. Furnish the name(s) and type of entity, if applicable, of the Proposed Insured.

The Company reserves the right to make additional requirements or exceptions upon receipt thereof.

30. Intentionally omitted.

31. Record a Deed from Rose Garden, L.L.C., an Arizona a limited liability company, as to Parcel No. 1A, 1B, 6, 7, 8 and 9;
City of Scottsdale, a Municipal Corporation, as to Parcel No. 2A, 2B, 2C, 2D, 2E, 4 and 10;
The Survivors' Trust Under The Alcalay Living Trust dated March 26, 1990 AND Alcalay Non-Exempt Marital Trust under The Alcalay Living Trust dated March 26, 1990, as to Parcel No. 3A, 3B, 3C and 5;
The City of Scottsdale for the public's use, as dedicated on plat recorded in Book 60 of Maps, page 50, as to Parcel No. 11; and
County of Maricopa, a body politic, as to Parcel No. 12 to _____ (To Come).

END OF SCHEDULE B - SECTION I

SCHEDULE B - SECTION II**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**
2. **Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Exhibit A attached.**
3. **Intentionally omitted.**
4. **Any action by Maricopa County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.**
5. **Property taxes, which are a lien not yet due and payable, including any personal property taxes and any assessments collected with taxes to be levied for the year 2008.**
6. **Reservations, exceptions and provisions contained in the patent or in the acts authorizing the issuance thereof.**
7. **Water rights, claims or title to water, whether or not disclosed by the public records.**
8. **The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.**
9. **Right of way of Arizona Canal and Header Ditch.**

10. **Covenants, conditions and restrictions** (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: March 13, 1920, in Book 11, Page 570, of Agreements

11. **Easements, restrictions, and matters** shown on the plat recorded in Book 60 of Maps, page 50.

12. All matters contained on the plat of Public Utilities and Traffic Control Device Easement recorded in Book 336 of Maps, page 14.

13. All matters shown on Results of Survey recorded in Book 470 of Maps, page 18.

14. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Highway
Recorded: Docket 4267, page 100 and 101
Affects: as set forth therein

15. All matters contained in Phoenix Resolution No. 13039, establishing policy governing the Flood Control Channel - Freeway Corridor within the Indian Bend Flood Plan, as set forth in document recorded in Docket 7309, Page 516.

16. All matters contained in Agreement of Intention recorded in Docket 10285, page 137.

17. Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control as disclosed by Instrument recorded in Docket 13356, page 212.

18. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Ingress and egress of emergency and municipal vehicles
Recorded: Instrument No. 90-004376
Affects: as set forth therein

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Drainage
Recorded: March 18, 1992, Instrument No. 92-0141486
Affects: as set forth therein

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Underground electric lines and facilities
Recorded: Instrument No. 93-189345
Affects: as set forth therein

21. All matters contained in Resolution No.3712, Designating the Site of The Scottsdale Rose Garden and Authorizing the Execution of Easement Agreement No.920139, recorded in instrument No.92-726905.

22. All matters set forth in Resolution No.3722 of the City of Scottsdale, Maricopa County, Arizona, regarding a redevelopment area recorded in instrument No.94-0726168.

23. All matters set forth in Resolution No.4698 of the Council of the City of Scottsdale, Arizona, regarding enhanced municipal services in a designated area, recorded in instrument No.97-086152.

24. All matters contained in License Agreement recorded April 5, 1999 in Instrument No. 99-0324702.

25. Maintenance Agreement by and between Salt River Project Agricultural Improvement and Power District and the City of Scottsdale, recorded October 25, 2001 in Instrument No. 2001-0992827.

26. Any obligations imposed upon said land by its inclusion within the following named district.

District: City of Scottsdale, Downtown Enhanced Municipal Services District No. 2, as disclosed by document recorded May 28, 2002 in Instrument No. 2002-0538464.

27. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
 Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
 Lessee: Cowboy Ciao LLC
 Recorded: May 8, 2003, Instrument No. 2003-0589127

28. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
 Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
 Lessee: Fingre International, L.L.C., an Arizona limited liability company aka Socio Total Image Salon
 Recorded: May 8, 2003, Instrument No. 2003-0589128

29. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
 Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
 Lessee: KMI, Inc.
 Recorded: May 8, 2003, Instrument No. 2003-0589129

30. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
 Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
 Lessee: Cunningham and Associates, Inc., an Arizona corporation
 Recorded: May 8, 2003, Instrument No. 2003-0589130

31. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Visions Interior Design, Inc., an Arizona corporation
Recorded: May 8, 2003, Instrument No. 2003-0589131

32. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Lamb Architects, L.L.C., an Arizona limited liability company
Recorded: May 8, 2003, Instrument No. 2003-0589132

33. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Vision Interior Design, Inc., an Arizona corporation
Recorded: May 8, 2003, Instrument No. 2003-0589133

34. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Rene Showalter, individual, dba Celebration in Paper
Recorded: May 8, 2003, Instrument No. 2003-0589134

35. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Bakers Square, L.L.C., an Arizona limited liability company
Recorded: May 8, 2003, Instrument No. 2003-0589135

36. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Weisberg Design Associates, Inc., an Arizona corporation (dba DesignLink Architecture) and Positive Potential, LLC, an Arizona limited liability company
Recorded: May 8, 2003, Instrument No. 2003-0589136

37. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Changes, a Hair Salon, by Debbie Guerra and Terri Saggione
Recorded: May 8, 2003, Instrument No. 2003-0589137

38. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Vallone Design, Inc., an Arizona corporation
Recorded: May 8, 2003, Instrument No. 2003-0589138

- 39. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document**

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Allen & Philip Architects, P.C.
Recorded: May 8, 2003, Instrument No. 2003-0589139

- 40. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document**

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Allen & Philip Architects, P.C.
Recorded: May 8, 2003, Instrument No. 2003-0589140

- 41. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document**

Entitled: Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate
Lessor: Scottsdale Canal Project, L.L.C., an Arizona limited liability company
Lessee: Tri Phoenix Commercial Real Estate Group
Recorded: May 8, 2003, Instrument No. 2003-0589141

- 42. Easement Agreement for Parking recorded in instrument No.2005-1573407 (Parcel No.6)**

- 43. Easement Agreement for Temporary Construction, Access and Maintenance, recorded in instrument No.2005-1573408. (Parcel No.6)**

- 44. Easement Agreement for Temporary Construction and Access, recorded in instrument No.2005-1573409. (Parcel No.6)**

- 45. City of Scottsdale Emergency and Service Vehicle Easement recorded in instrument No.2005-1573410. (Parcel No.6)**

46. City of Scottsdale Public Utility Easement recorded in instrument No.2005-1573411.
(Parcel No.6)
47. All matters shown on Survey recorded in Book 729 of Maps, page 33.
48. All matters set forth in that certain Notice of Covenant to Convey Land recorded in instrument No.2005-1067073.
49. Reversion Provisions contained in Deed recorded in instrument No.2006-531415.
(Parcel No.7)
50. Development Agreement recorded August 9, 2005 in Instrument No. 20051135941.

First Amendment to Development Agreement recorded May 19, 2006 in Instrument No. 20060682983; Second Amendment to Development Agreement recorded February 22, 2007 in instrument No.2007-214652 and Third Amendment to Development recorded February 27, 2007 in instrument No.2007-230812.

And thereafter Amended and Restated Development Agreement recorded July 20, 2007 in instrument No.2007-824739.
51. Memorandum of New Legal Descriptions recorded August 9, 2005 in Instrument No. 20051135957.

First Amendment to Memorandum of New Legal Descriptions recorded September 15, 2006 in Instrument No. 20061228124.

And thereafter Amended and Restated Memorandum of New Legal Descriptions recorded July 20, 2007 in instrument No.2007-825442.
52. All matters set forth in Record of Survey recorded in Book 734 of Maps, page 10, in Book 784 of Maps, Page 11 and in Book 797 of Maps, page 44.
53. Easements, restrictions, and matters shown on the plat recorded in Book 802 of Maps, page 49.

54. **Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.**

Purpose: Emergency and Service Vehicle
Recorded: Instrument No. 2006-531416
Affects: as set forth therein

55. **Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.**

Purpose: Public utility
Recorded: Instrument No. 2006-531417
Affects: as set forth therein

56. **Non-Exclusive Ingress/Egress and Maintenance Easement recorded in instrument No.2006-531418.**

57. **Assignment of Temporary Exclusive Parking Rights and Agreement recorded in instrument No.2006-531419.**

58. **All matters contained in that certain document entitled Irrevocable, Exclusive Parking Easement, recorded in instrument No.2006-531420.**

59. **All matters contained in that certain document entitled Post-Closing Agreement, recorded in instrument No.2006-531421.**

60. **The lack of a legal right of access to and from a public street or highway.**

(Parcel No.6)

61. **Any rights of the parties in possession of a portion of, or all of, said land, which rights are not disclosed by the public record.**

62. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.**

63. **Easements, restrictions, and matters shown on the recorded maps of said subdivision in Book 46 of Maps, page 21 and Book 56 of Maps, page 33.**

64. Easements, restrictions, and matters shown on the recorded map of said subdivision in Book 704 of Maps, page 3 and Affidavit of Correction recorded in Instrument No. 2005-1050992.

65. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: in Docket 657, Page 237 and Docket 1170, Page 275

66. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Electric line
Recorded: Docket 1600, Page 389
Affects: Tract B.

67. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Electric line
Recorded: Docket 1719, Page 367
Affects: As set forth therein.

68. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Sewer and water
Recorded: Docket 2870, Page 131
Affects: As set forth therein.

69. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Public street
Recorded: Docket 10357, Page 768
Affects: As set forth therein.

70. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Highway
Recorded: Docket 11447, Page 898
Affects: As set forth therein.

71. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Purpose: Access
Recorded: Docket 11551, Page 423
Affects: As set forth therein.

72. All matters as set forth in Development Agreement recorded in Instrument No. 2003-1441816.

73. Terms and conditions as set forth in Development Agreement between the City of Scottsdale, an Arizona municipal corporation, and Stetson Canal LLC, an Arizona limited liability company, recorded May 27, 2004 in Instrument No. 20040600853 and First Amendment recorded in Instrument No. 20050883867, Second Amendment recorded in Instrument No. 07-0214652 and Third Amendment recorded in Instrument No. 07-0230812.

74. **Matters** contained in that certain document entitled "Right-Of-Entry" dated March 10, 2005, executed by and between Stetson Canal, L.L.C., an Arizona limited liability company (Grantor) and the City of Scottsdale, a municipal corporation, recorded March 18, 2005, Instrument No. 2005-0330428.

75. All matters contained in Conveyance of Easement with Retention of Prior Rights Agreement recorded in Instrument No. 2007-0252184.

END OF SCHEDULE B - SECTION II

NOTES

**NONE
END OF NOTES**

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate of interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued 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 the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>*

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records that result in no loss to you
 - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 OR
 - in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**SCHEDULE B
EXCEPTIONS**

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection
 This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|--|--|
| Covered Risk 14: | 1.0% of Policy Amount or \$ 2,500 (whichever is less) | \$ 10,000 |
| Covered Risk 15: | 1.0% of Policy Amount or \$ 5,000 (whichever is less) | \$ 25,000 |
| Covered Risk 16: | 1.0% of Policy Amount or \$ 5,000 (whichever is less) | \$ 25,000 |
| Covered Risk 18: | 1.0% of Policy Amount or \$ 5,000 (whichever is less) | \$ 5,000 |

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 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 which may be asserted by persons in possession thereof.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion (a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion (b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

- resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - the transaction creating the interest of the insured mortgage being deemed a fraudulent conveyance or fraudulent transfer; or
 - the subordination of the interest of the insured mortgage as a result of the application of the doctrine of equitable subordination; or
 - the transaction creating the interest of the insured mortgage being deemed a preferential transfer except where the preferential transfer results from the failure:
 - to timely record the instrument of transfer; or
 - of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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

- resulting in no loss or damage to the Insured Claimant;
- attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer; or
 - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

- Defects, liens, encumbrances, adverse claims or other matters:
 - created, suffered, assumed or agreed to by the insured claimant;
 - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy; or
 - resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - to timely record the instrument of transfer; or
 - of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**RESIDENTIAL TITLE INSURANCE POLICY
ONE-TO-FOUR FAMILY RESIDENCE
ENHANCED VERSION (1997)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. Land use;
 - b. Improvements on the Land;
 - c. Land divisions; or;
 - d. environmental protection.

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Item 12c and d, 13 and 18 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a. a notice of exercising the right appears in the public records on the Policy Date; or
 - b. the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
 - a. that are created, allowed, or agreed to by you;
 - b. that are known to you, but not to us, on the Policy Date - unless they appeared in the public records;
 - c. that result in no loss to you; or
 - d. that first affect your title after the Policy Date - this does not limit the coverage described in Items 3b, 8, 17, and 19 of Covered Title Risks.
4. Failure to pay value for your title.
5. Lack of a right: (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A or (b) in streets, alleys, or waterways that touch your land.
This exclusion does not limit the coverage described in Items 5 and 12a of the Covered Title Risks.

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



CITY OF SCOTTSDALE

PRELIMINARY PLAT NOTIFICATION AFFIDAVIT

I, Martha West, acting on behalf of Rose Garden LLC, hereby affirm that a copy of the preliminary plat of Rose Garden East subdivision has been delivered to the following agencies for their review.

| <u>AGENCY</u> | <u>DATE NOTIFIED</u> |
|---|----------------------|
| <input checked="" type="checkbox"/> SALT RIVER PROJECT...(2)..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> ARIZONA PUBLIC SERVICE | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> SOUTHWEST GAS CORPORATION..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> U.S. WEST CORPORATION..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> TCI CABLE..... | <u>2-21-08</u> |
| <input type="checkbox"/> DCI CABLEVISION (north of Deer Valley Road)..... | <u>—</u> |
| <input checked="" type="checkbox"/> ARIZONA DEPARTMENT OF TRANSPORTATION..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> MARICOPA COUNTY HEALTH DEPARTMENT..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> MARICOPA COUNTY PLANNING DEPARTMENT..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> MARICOPA COUNTY FLOOD CONTROL DISTRICT..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> SCOTTSDALE POSTMASTER..... | <u>2-21-08</u> |
| <input checked="" type="checkbox"/> SCOTTSDALE SCHOOL DISTRICT..... | <u>2-21-08</u> |
| <input type="checkbox"/> CAVE CREEK SCHOOL DISTRICT..... | <u>—</u> |
| <input type="checkbox"/> PARADISE VALLEY SCHOOL DISTRICT..... | <u>—</u> |
| <input checked="" type="checkbox"/> CENTRAL ARIZONA WATER CONSERVATION DISTRICT.. | <u>2-21-08</u> |
| <input type="checkbox"/> CITY or TOWN OF | <u>—</u> |
| <input checked="" type="checkbox"/> OTHER <u>Maricopa County Environ...</u> | <u>2-21-08</u> |

Martha West 2-21-08
 Signature Date

7114 E. Stetson Drive, Suite 115 602-909-5836
 Address Scottsdale, AZ 85251 Phone

PRELIMINARY PLAT NOTIFICATION MAILOUT LIST

Small Scale Plats (8 1/2"x 11")

- ✓ Scottsdale School District
Attn: Dave Peterson
Chief of Facilities & Operations
3811 N 44th Street
Phoenix, Az 85018-5420
Phone 484-6128 (Valerie)
- ✗ Paradise Valley School District
Attn: James Lee
Assistant Superintendent
15002 N. 32nd Street
Phoenix, Az 85032
Phone: 602-867-5106
- ✓ Scottsdale Postmaster
Attn: Jan Pastore
7242 E Osborn Road
Scottsdale, Az 85251
Phone: 480-949-8893
- ✓ Salt River Project
Salt River Valley Water Users Assn
Attn: Bob Maurer, Mail Stop PAB106
PO Box 52025
Phoenix Az 85072-2025
Phone:236-2962
- ✓ Salt River Project
Attn: Bill Santistevan Mail Stop XCT 330
PO Box 52025
Phoenix, AZ 85072-2025
Phone 602 236-0810
- ✓ Arizona Public Service
Attn: Carlo Cardella
PO Box 53933
Phoenix, AZ 85072-3933
Phone: 602-493-4400
- ✗ Cave Creek School District
Tom Elliot
Asst Superintendent
PO Box 426
Cave Creek, AZ 85327
- ✓ Southwest Gas Corporation
10851 N Black Canyon Hwy
PO Box 52075
Phoenix, Az 85327

Large Scale Plats (24'x36' copies)

- ✓ Az Department of Transportation
ADOT Right-of-Way Projects
Attn: Louis Malloque, Mail Stop 612E
205 S 17th Avenue
Phoenix, Az 85007
Phone: 602-712-8818
- ✓ Maricopa County Environmental Svcs
Attn: Joe Jason
1001 N Central Ave, Suite 150
Phoenix, Az ~~85003~~ 85003
Phone:
- ✓ Maricopa County Planning & Development
Attn: Amir Montamedi
2801 W Durango Street
Phoenix, Az 85009
Phone 602 506-4871
- ✓ Maricopa County Flood Control
Attn: Amir Motamedi
2801 W Durango Street
Phoenix , Az 85009
Phone 602 506-4871
- ✓ Central Az Water Conservation District
(Bureau of Reclamation)
Attn: Peter Castaneda, Lands Department
2222 W Dunlap, Suite 100
Phoenix, AZ 85201-2801
- ✓ Qwest Communications
Attn: Jeanne Curry
135 W. Orion St
Tempe, Az 85283
Phone: 602-630-0494
- ✓ Qwest Communications
Attn: Kathy Skogan (Residential only)
135 W Orion St
Tempe, Az 85283
Phone: 602 6300494

ROSE GARDEN EAST

ARIZONA CANAL

RECORDED INSTRUMENTS

- INSTRUMENT: #2006-0511417
- INSTRUMENT: #2005-0511418
- INSTRUMENT: #2006-0511419
- INSTRUMENT: #2005-0511420
- INSTRUMENT: #2005-1973407
- INSTRUMENT: #2005-1973408
- INSTRUMENT: #2005-1973409
- INSTRUMENT: #2006-1973411
- NOT USED
- INSTRUMENT TO BE RECORDED

LEGEND

- BCP BRASS CAP FLUSH
- BCM BRASS CAP IN HAND HOLE
- BLK BOOK
- CL CENTER LINE
- CDS CITY OF SCOTTSDALE
- CPS COTTON PICKER SPRINGLE
- E EAST
- FD FLOOD
- G & S R B & M GILA AND SALT RIVER BASE AND MERIDIAN
- ISP IRON SURVEYOR PIPE
- LS LAND SURVEYOR
- MAR MARICOPA COUNTY RECORDER
- M.C.R. MARICOPA COUNTY RECORDER
- N NORTH
- P PROPERTY LINE
- PLC PLACED
- PUE PUBLIC UTILITY EASEMENT
- R RECORDED
- S SOUTH
- ROV RIGHT OF WAY
- S SQUARE FEET
- SRV SALT RIVER VALLEY WATER USERS ASSOCIATION
- SRP SALT RIVER PROJECT
- W WEST
- LOT CORNER
- SUBDIVISION CORNER

BASIS OF BEARING

SOUTH 31° 30' 41" WEST BETWEEN FOUND BRASS CAP IN HAND HOLE IN RIGHT OF WAY AT SOUTHEAST CORNER OF LOT 23 OF NEARY PLACE PLAT 2 A SUBDIVISION OF TRACT "A", TRACT "B" AND A PORTION OF LOTS 7 AND 8, NEARY PLACE SITUATED IN THE NE1/4 SECTION 22 T2N, R4E, G & S.R. MARICOPA COUNTY, ARIZONA BOOK 60, PAGE 33 M.C.R. AND A FOUND BRASS CAP IN HAND HOLE IN RIGHT OF WAY OF 5TH AVENUE AT A POINT OF CURVATURE IN FRONT OF THE PROPERTY AT 7078 E. 5TH AVENUE, SCOTTSDALE, ARIZONA BOOK 80, PAGE 42, M.C.R.

STITCHEN CANAL A REPLAT OF A PORTION OF LOT 21 AND LOTS 24 THROUGH 32 OF NEARY PLACE PLAT 2 A SUBDIVISION OF TRACT "A", TRACT "B" AND A PORTION OF LOTS 7 AND 8, NEARY PLACE SITUATED IN THE NE1/4 SECTION 22 T2N, R4E, G & S.R. MARICOPA COUNTY, ARIZONA BOOK 60, PAGE 33 M.C.R. AND ALL SITUATED IN THE NORTH-EAST-OF-WAY, 32° TOWNSHIP 2 NORTH, RANGE 4 EAST, OF SECTION 22, GILA & SALT RIVER BASE AND MERIDIAN, CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA BOOK 905, PAGE 42, M.C.R.

CENTER CHIP (LOT 1)
273 SQ. FT.

CENTER LARGE (LOT 2)
21,643 SQ. FT.

EAST LARGE (LOT 3)
27,188 SQ. FT.

EAST SMALL (LOT 4)
6,899 SQ. FT.

7078 E. 5TH AVE.
SCOTTSDALE, AZ 85251
APN 173-50-116

7088 E. 5TH AVE.
SCOTTSDALE, AZ 85251
APN 173-50-115

NOT A PART

NOT A PART

NOT A PART

ROSE GARDEN EAST A REPLAT AND PARTIAL COMBINATION OF

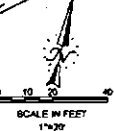
A PORTION OF WESTERN PARK PROPERTIES A SUBDIVISION OF PART OF THE SE 1/4, SEC. 22, T.2N., R.4E., G & S.R. M., MARICOPA COUNTY, ARIZONA

BOOK 60, PAGE 50 M.C.R. AND A PORTION OF NEARY PLACE A SUBDIVISION OF PART OF THE NE1/4 SE1/4 SECTION 22 T.2N. R.4 E. G.&S.R. B.&M. MARICOPA COUNTY, ARIZONA BOOK 46, PAGE 21 M.C.R. ALONG WITH A PORTION OF NEARY PLACE PLAT 2 A SUBDIVISION OF TRACT "A" TRACT "B" AND A PORTION OF LOTS 7 AND 8, NEARY PLACE SITUATED IN THE NE1/4 SE1/4 SECTION 22 T2N, R4E G & SRB&M MARICOPA COUNTY, ARIZONA BOOK 56, PAGE 33 M.C.R.

LOTS 1 THROUGH 4 OF WESTERN PARK PROPERTIES A SUBDIVISION OF PART OF THE SE 1/4, SEC. 22, T.2N., R.4E., G & S.R. M., MARICOPA COUNTY, ARIZONA

BOOK 80, PAGE 50 M.C.R. AND ADJACENT PUBLIC ALLEY RIGHT OF WAY, ALONG WITH A PORTION OF LOT 23 OF NEARY PLACE PLAT 2 A SUBDIVISION OF TRACT "A" TRACT "B" AND A PORTION OF LOTS 7 AND 8, NEARY PLACE SITUATED IN THE NE1/4 SE1/4 SECTION 22 T2N, R4E G & SRB&M MARICOPA COUNTY, ARIZONA BOOK 56, PAGE 33 M.C.R. AND TRACT "B" OF NEARY PLACE A SUBDIVISION OF PART OF THE NE1/4 SE1/4 SECTION 22 T.2N. R.4 E. G & S.R. B.&M. MARICOPA COUNTY, ARIZONA BOOK 46, PAGE 21 M.C.R. (WHICH IS ALSO MENTIONED IN NEARY PLACE PLAT 2), ALL SITUATED IN THE NORTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA

| LINE | LENGTH | DIRECTION | LINE | LENGTH | CORRECTION |
|------|--------|-----------------|------|--------|-----------------|
| L1 | 13.56 | S 11° 12' 27" W | L17 | 6.12 | S 08° 24' 27" E |
| L2 | 8.81 | S 28° 14' 5" E | L18 | 21.4 | S 08° 24' 27" E |
| L3 | 2.09 | S 28° 14' 5" E | L19 | 17.85 | S 11° 32' 27" W |
| L4 | 12.25 | S 02° 25' 10" W | L20 | 48.82 | S 11° 32' 27" W |
| L5 | 18.42 | S 02° 25' 10" W | L21 | 43.27 | S 11° 32' 27" W |
| L6 | 11.82 | S 02° 25' 10" W | L22 | 18.52 | S 08° 24' 27" E |
| L7 | 8.36 | S 08° 24' 27" E | L23 | 38.88 | S 11° 32' 27" W |
| L8 | 17.81 | S 08° 24' 27" E | L24 | 3.02 | S 11° 32' 27" W |
| L9 | 34.87 | N 08° 24' 27" E | | | |



| CURVE | LENGTH | RADIUS | INCLUDED ANGLE | CHORD LENGTH | CHORD DIRECTION | BEARING TO RADIIUS |
|-------|--------|--------|----------------|--------------|-----------------|--------------------|
| C1 | 30.21 | 100.81 | 89° 07' 27" | 30.87 | S 41° 29' 27" E | N 54° 30' 27" W |
| C2 | 66.27 | 20.32 | 127° 17' 27" | 31.87 | N 89° 32' 27" W | N 89° 32' 27" W |
| C3 | 1.29 | 100.81 | 87° 24' 27" | 1.32 | N 51° 30' 27" E | N 51° 30' 27" W |



This website has been set up to call for the blue states. Please contact the City of Scottsdale at 602-263-1100. Check with the City of Scottsdale at 602-263-1100.



ROSE GARDEN, L.L.C.
ROSE GARDEN EAST, A REPLAT OF A PORTION OF SE 1/4 SEC. 22, T2N, R4E, G&SRM SCOTTSDALE, ARIZONA

GOOKIN ENGINEERS
1400 W. BROADWAY, SUITE 200, SCOTTSDALE, ARIZONA 85251
PH: 480-974-3344 FAX: 480-974-3741

PLAT 3 OF 4 SHEETS SHEET NO. 20901

THENCE North 51 degrees 48 minutes 30 seconds East parallel to the said right-of-way for a distance of 61.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2D:

Lot 8, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona;

EXCEPT that part of said Lot 8, described as follows:

COMMENCING at the Northerly most corner of said Lot 8;

THENCE South 38 degrees 11 minutes 30 seconds East along the Northeasterly line of said Lot 8, a distance of 42.44 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 38 degrees 11 minutes 30 seconds East along the Northeasterly line a distance of 70.06 feet;

THENCE South 51 degrees 48 minutes 30 seconds West, a distance of 5.22 feet;

THENCE South 5 degrees 25 minutes 41 seconds West, a distance of 12.31 feet to a point on a non-tangent curve concave Northerly, from which the radius point on said curve bears North 33 degrees 14 minutes 35 seconds West;

THENCE Westerly along the arc of said curve to the right having a radius of 21.50 feet and a central angle of 122 degrees 42 minutes 03 seconds for an arc distance of 46.04 feet to a point on a compound curvature on a tangent curve concave Easterly, from which the radius point on said curve bears North 89 degrees 17 minutes 28 seconds East;

THENCE Northerly along the arc of said curve to the right having a radius of 504.50 feet and a central angle of 00 degrees 20 minutes 10 seconds for an arc distance of 2.96 feet to a point of non-tangency;

THENCE South 89 degrees 47 minutes 38 seconds West, a distance of 7.00 feet to a point on a non-tangent curve concave Easterly, from which the radius point of said curve bears North 89 degrees 47 minutes 38 seconds East;

THENCE Northerly along the arc of said curve to the right having a radius of 511.50 feet and a central angle of 5 degrees 35 minutes 23 seconds for an arc distance of 49.90 feet to a point of non-tangency, the TRUE POINT OF BEGINNING.

PARCEL NO. 2E:

Lots 9 thru 13 inclusive, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona.

PARCEL NO. 3A:

Lot 6 and the West 4.99 feet of Lot 5, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona.

PARCEL NO. 3B:

Lot 7, of WESTERN PARK PROPERTIES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 60 of Maps, Page 50;

EXCEPT that part conveyed to the City of Scottsdale recorded in Instrument No. 88-276956 of Official Records, more particularly described as follows:

All that portion of said Lot 7 included within a strip of land 100.00 feet of even width, the Westerly and Easterly lines of said 100.00 foot wide strip of land lying 52.00 feet Westerly and 48.00 feet Easterly, respectively, measured at right angles and radially, from the following described line:

COMMENCING at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North 2 degrees 11 minutes 37 seconds East, 210.00 feet to the beginning of a tangent 560.00 foot radius curve concave Westerly;

THENCE Northerly along the arc of said curve, through a central angle of 2 degrees 22 minutes 22 seconds, a distance of 23.19 feet;

THENCE tangent to said curve, North 0 degrees 10 minutes 45 seconds West, 396.76 feet to the beginning of a tangent 560.00 foot radius curve concave Westerly;

THENCE Northerly along the arc of said curve, through a central angle of 1 degree 41 minutes 27 seconds, a distance of 16.53 feet to the TRUE POINT OF BEGINNING;

THENCE tangent to said curve, North 1 degree 52 minutes 12 seconds West, 300.00 feet to the beginning of a tangent 560.00 foot radius curve concave Easterly;

THENCE Northerly along the arc of said curve, through a central angle of 12 degrees 30 minutes 00 seconds, a distance of 122.17 feet;

THENCE tangent to said curve, North 10 degrees 37 minutes 48 seconds East, 250.00 feet; and

EXCEPT that part conveyed to the City of Scottsdale, recorded in Instrument No. 89-346864 of Official Records, more particularly described as follows:

BEGINNING at the most Westerly corner of said Lot 7;

THENCE North 51 degrees 48 minutes 30 seconds East along the Northwesterly line of said Lot 7, a distance of 44.76 feet;

THENCE South 11 degrees 29 minutes 24 seconds West, a distance of 7.17 feet to a point

of curvature of a tangent curve concave Easterly;

THENCE Southerly along the arc of said curve to the left, having a radius of 512.00 feet and a central angle of 05 degrees 20 minutes 37 seconds, for an arc distance of 47.75 feet to a point of non-tangency;

THENCE North 83 degrees 51 minutes 13 seconds West along the prolongation of a radial line of said curve, a distance of 1.25 feet to a point on a curve concentric with the last described curve;

THENCE Southerly along the arc of said concentric curve, having a radius of 513.25 feet and a central angle of 00 degrees 33 minutes 29 seconds, for an arc distance of 5.00 feet to a point of non-tangency on the Southwesterly line of said Lot 7;

THENCE North 38 degrees 11 minutes 30 seconds West along said Southwesterly line, a distance of 39.91 feet to the point of beginning; and

EXCEPT the following described property:

BEGINNING at the most Westerly corner of said Lot 7;

THENCE North 51 degrees 48 minutes 30 seconds East along the Northwesterly line of said Lot 7, a distance of 46.94 feet;

THENCE South 11 degrees 29 minutes 24 seconds West, a distance of 11.20 feet to the beginning of a tangent curve to the left, concave Easterly and having a radius of 511.00 feet;

THENCE Southerly along the arc of said curve, through a central angle of 5 degrees 55 minutes 00 seconds, a distance of 52.77 feet to a point of non-tangency on the Southeasterly line of said Lot 7;

THENCE North 38 degrees 11 minutes 30 seconds West along said Southwesterly line, a distance of 43.30 feet to the point of beginning.

PARCEL NO. 3C:

That part of Lot 8, WESTERN PARK PROPERTIES, according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the most Northerly corner of said Lot 8;

THENCE South 38 degrees 11 minutes 30 seconds East along the Northeasterly line of said Lot 8, a distance of 42.44 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 38 degrees 11 minutes 30 seconds East along said Northeasterly line, a distance of 70.06 feet;

THENCE South 51 degrees 48 minutes 30 seconds West, a distance of 5.22 feet;

THENCE South 5 degrees 25 minutes 41 seconds West, a distance of 12.31 feet to a point

on a non-tangent curve concave Northerly, from which the radius point of said curve bears North 33 degrees 14 minutes 35 seconds West;

THENCE Westerly along the arc of said curve to the right, having a radius of 21.50 feet and a central angle of 122 degrees 42 minutes 03 seconds, for an arc distance of 46.04 feet to a point of compound curvature on a tangent curve concave Easterly, from which the radius point of said curve bears North 89 degrees 17 minutes 28 seconds East;

THENCE Northerly along the arc of said curve to the right, having a radius of 504.50 feet and a central angle of 00 degrees 20 minutes 10 seconds, for an arc distance of 2.96 feet to a point of non-tangency;

THENCE South 89 degrees 47 minutes 38 seconds West, a distance of 7.00 feet to a point on a non-tangent curve concave Easterly, from which the radius point of said curve bears North 89 degrees 47 minutes 38 seconds East;

THENCE Northerly along the arc of said curve to the right, having a radius of 511.50 feet and a central angle of 05 degrees 35 minutes 23 seconds, for an arc distance of 49.90 feet to a point of non-tangency and the True Point of Beginning.

PARCEL NO. 4:

Lot 5, WESTERN PARK PROPERTIES, according to Book 60 of Maps, page 50, records of Maricopa County, Arizona;

EXCEPT the East 4.99 feet; and

EXCEPT the West 4.99 feet thereof.

PARCEL NO. 5:

Lot 4 and the East 4.99 feet of Lot 5, WESTERN PARK PROPERTIES, according to Book 60 of Maps, page 50, records of Maricopa County, Arizona.

PARCEL NO. 6:

Rear 50 feet of Lot 3, WESTERN PARK PROPERTIES (henceforth referred to as Western Park), according to Book 60 of Maps, Page 50, records of Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southernmost corner of Lot 3, Western Park;

THENCE North 38 degrees 14 minutes 54 seconds West, along the West property line of said Lot 3, a distance of 74.63 feet to the TRUE POINT OF BEGINNING;

THENCE North 38 degrees 14 minutes 54 seconds West, continuing along the West property line of said Lot 3, a distance of 50.00 feet to the Westernmost corner of said Lot 3, which is 16 feet from the Southeasterly line of the Arizona Canal Right of Way per Book 470 of Maps,

Page 18, M.C.R., and 16 feet from the Northeastern boundary of the Western Park Subdivision;

THENCE North 51 degrees 38 minutes 28 seconds East, along the alley behind said Lot 3, which is 16 feet from, and parallel to the Southeasterly line of the Arizona Canal Right of Way, and 16 feet from the Northeastern boundary of the Western Park subdivision, a distance of 59.95 feet to the Northernmost corner of said Lot 3;

THENCE South 38 degrees 14 minutes 54 seconds East, leaving the alley behind said Lot 3, which is 16 feet from the Southeasterly line of the Arizona Canal Right of Way, and 16 feet from the Northeastern boundary of the Western Park subdivision, along the East line of said Lot 3, a distance of 50.00 feet to a point;

THENCE South 51 degrees 38 minutes 28 seconds West, leaving the East line of said Lot 3, a distance of 59.95 feet to return to the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

That portion of Lots 1 and 2, WESTERN PARK PROPERTIES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 60 of Maps, page 50, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 2;

THENCE Northwesterly along the West property line of said Lot 2, North 38 degrees 14 minutes 54 seconds West, a distance of 74.93 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE Northwesterly continuing along the West property line of said Lot 2, North 38 degrees 14 minutes 54 seconds West, a distance of 50.00 feet to the Northwest corner of said Lot 2. Said corner being 16 feet from the Southeasterly line of the Arizona Canal Right-of-Way line according to Book 470 of Maps, Page 18, Maricopa County Recorder's Office, which is also the Northwestern boundary of WESTERN PARK PROPERTIES;

THENCE Northeasterly along the North property line of said Lot 2, and parallel to the Southeasterly Arizona Canal Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES, North 51 degrees 38 minutes 28 seconds East, a distance of 59.95 feet to the most Northern corner of said Lot 2, point also being the most Western corner of said Lot 1;

THENCE Northeasterly along the North property line of said Lot 1, and parallel to the Southeasterly Arizona Canal Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTY, North 51 degrees 38 minutes 28 seconds East, a distance of 79.99 feet to the most Westerly of the 2 Northernly Property corner of said Lot 1;

THENCE Easterly along the North property line of said Lot 1, North 89 degrees 50 minutes 42 seconds East, a distance of 80.85 feet to a point 66.00 feet perpendicular from the Southeasterly Arizona Canal Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES;

THENCE Southwesterly and parallel to the Southeasterly Arizona Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES, South 51 degrees 38 minutes 28 seconds West, a distance of 143.52 feet to a point on the West property line of said Lot 1;

THENCE Southwesterly and parallel to the Southeasterly Arizona Right-of-Way line which is also the Northwestern boundary of WESTERN PARK PROPERTIES, South 51 degrees 38 minutes 28 seconds West, a distance of 59.93 feet to return to the POINT OF BEGINNING.

PARCEL NO. 8:

That portion of Lot 23, NEARY PLACE PLAT 2, according to Book 56 of Maps, page 33, records of Maricopa County, Arizona, situated in the Northeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southernmost corner of the West Retail Parcel (Lot 3) of the STETSON CANAL subdivision, according to Book 905 of Maps, page 42, Maricopa County Records, which is the Southeast corner of Tract 'B' as recorded in the NEARY PLACE subdivision in Book 46 of Maps, page 21, Maricopa County Records, which is the Southwest corner of Lot 23 of the NEARY PLACE PLAT 2 subdivision as recorded in Book 56 of Maps, page 33, Maricopa County Records;

THENCE North 00 degrees 57 minutes 00 seconds East, leaving the Southernmost corner of said West Retail Parcel, along the East line of said Tract 'B', which is the West line of said Lot 23, a distance of 59.50 feet to a point on the South line of a public alleyway adjacent to said Lot 23;

THENCE North 51 degrees 38 minutes 28 seconds East along the South line of said public alleyway, a distance of 35.07 feet to a point on the West line of said West Retail Parcel;

THENCE South 41 degrees 32 minutes 50 seconds East along the West line of said West Retail Parcel, a distance of 28.80 feet to a deflection point on the West line of said West Retail Parcel;

THENCE South 51 degrees 30 minutes 48 seconds West along the West line of said West Retail Parcel, a distance of 45.27 feet to a deflection point on the West line of said West Retail Parcel;

THENCE South 60 degrees 33 minutes 32 seconds East along the West line of said West Retail Parcel, a distance of 18.50 feet to a deflection point on the West line of said West Retail Parcel;

THENCE South 51 degrees 33 minutes 53 seconds West along the West line of said West Retail Parcel, a distance of 36.09 feet to return to the TRUE POINT OF BEGINNING.

PARCEL NO. 9:

Tract 'B', NEARY PLACE, according to Book 46 of Maps, page 21, records of Maricopa

County, Arizona;

EXCEPTING any part of Tract 'B' lying North of a line parallel to and 20.00 feet Southeast of the right of way line of the Arizona Canal as it now exists, according to the Results of Survey recorded in Book 470 of Maps, page 18, performed by the Salt River Project, said Southeast right of way line of the Arizona Canal also being called a subdivision boundary on said NEARY PLACE and NEARY PLACE PLAT 2; and also

EXCEPT any portion lying within the property conveyed to the City of Scottsdale, described in Special Warranty Deed recorded in Instrument No. 2004-0659750.

PARCEL NO. 10:

The 20.00 foot wide alley lying North of that portion described in Deed recorded in Instrument No. 2007-1084676 of Lot 23, NEARY PLACE PLAT 2, according to Book 56 of Maps, page 33, records of Maricopa County, Arizona, as amended, according to the Results of Survey recorded in Book 470 of Maps, page 18;

TOGETHER WITH that portion of Tract 'B', NEARY PLACE, according to Book 46 of Maps, page 21, records of Maricopa County, Arizona, lying North of a line parallel to and 20.00 feet Southeasterly from the Southeast right of way line of the Arizona Canal, as set forth in Results of Survey recorded in Book 470 of Maps, page 18, said Southeast right of way line also being called a subdivision boundary on said NEARY PLACE.

PARCEL NO. 11:

The alley as shown on Western Park Properties subdivision legal description as shown on Book 60 of Maps, page 50, records of Maricopa County, Arizona.

PARCEL NO. 12:

That portion of the following described parcel lying Northerly and adjacent to that property described in Parcel Nos. 1A, 1B, 2A, 2B and 2C herein:

That part of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of said Section 22;

THENCE North 51 degrees 48 minutes 30 seconds East (assumed bearing) along the Southeasterly right of way line of the Arizona Canal, a distance of 53.37 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 51 degrees 48 minutes 30 seconds East along said Southeasterly right of way line of said canal, a distance of 1327.52 feet to a point on the West line of Western Park Properties, according to Book 60 of Maps, page 50, Maricopa County Records;

THENCE South 0 degrees 30 minutes West along the West line of said subdivision, a distance

of 20.50 feet to a point;

THENCE South 51 degrees 48 minutes 30 seconds West, parallel to and 16 feet Southeasterly, as measured at right angles, from the Southeasterly right of way line of the Arizona Canal, a distance of 1292.75 feet to a point;

THENCE West, a distance of 25.88 feet to the TRUE POINT OF BEGINNING.

Attachments

residences facing the Casual Parcel have only been constructed to the point that the canal bank level floor slab is in place.

4.14 At the end of paragraph 17.2 of the Original Agreement, insert the following sentence:



The East Components (and the West Components that lie east of the Goldwater Parcel) shall qualify for the Specialty District Incentive Program if construction for the public utility relocations for the East Components commences on or before the later of December, 2006, or the expiration date of the Specialty District Incentive Program.

*created
12/9/03
6424 Res.*

4.15 Delete the Project Construction Deadline Schedule attached to the Original Agreement as Exhibit "Y" and replace it with Schedule "8" attached to this Amendment.

5 **Revised Parking Agreement.** A form of Parking Agreement was attached to the Original Agreement as Exhibit "J". The following changes are made to the Parking Agreement:

5.1 In recital B of the Parking Agreement, after the word "Parcel," insert the words "and City is the owner of the Street Parcel".

5.2 Insert a new recital E in the Parking Agreement as follows:

A portion of the Parking Garage is located below the surface of the West Street Parcel.

5.3 In paragraph 1.2 of the Parking Agreement, delete the words "Driveway Alley Parcel", and insert in their stead the words "West Access Parcel".

5.4 In paragraph 3 of the Parking Agreement, change the word "P-2" to "Parking" and delete the following words:

the level above the P-2 Level (the "P-1 Level"),

5.5 In paragraph 3, and throughout the Parking Agreement, delete the words "P-1 Level", and insert in their stead the words "Parking Level".

5.6 In paragraph 4.1 of the Parking Agreement, delete the words "the P-2 Level,".

5.7 In paragraph 4.2 of the Parking Agreement, in the first sentence, delete "all Levels" and insert in its place "at least the Parking Level and the Street Level".

5.8 In paragraph 4.2 of the Parking Agreement, insert at the beginning of the second sentence the words "If the North Stairway serves other Levels,".

5.9 Delete paragraph 4.4 of the Parking Agreement, and replace it with the following:

The South Stairway shall serve at least the Parking Level and the Street Level. If the South Stairway serves other Levels, Developer shall lock and secure the portion of such stairway above the Street Level so that it cannot be entered by the public.

Stetson Canal LLC
7127 E. 6th Avenue
Scottsdale, Arizona 85251

November 8, 2006

HAND DELIVERED

Ms. Laurel Edgar
Project Manager
Economic Vitality Department
City of Scottsdale
7447 E. Indian School Road
Scottsdale, Arizona 85251

Dear Laurel:

Re: Rose Garden Development Agreement

Pursuant to section 17.2 of the first amendment to the Rose Garden Development Agreement (Contract # 2005-121-COS-A1) we are intending to commence construction on the public utility relocation next week on Tuesday Nov 14 2006. This construction commencement will involve installation of an 8 inch water line from a new tap in the Stetson Drive water line and proceeding north along the Stetson Canal project West driveway access and turning West down the new Tang access/utility easement (see attachment). Ultimately, this water line will extend west to the 70 Place street stub and connect with an existing city water line at that location. When we start this construction, we will contact you so you can inspect the site and verify construction commencement.

Sincerely,

Gary Roe

Gary Roe

Attachment

11/20/06
This is to confirm that I inspected the area & found the installed water line, which was also verified by Sudder Grobin, the city's consulting engineer.

Laurel Edgar
Regulator Mgr.
Economic Development Dept

Randy

Martha West

From: Martha West [mwest@springcreekdevelopment.com]
Sent: Saturday, June 18, 2005 3:06 PM
To: 'Randall Brown'
Cc: 'roe00@attglobal.net'
Subject: Fee Reduction Programs Available to Rose Garden Project

RANDY: I'm writing this email to confirm for you the following:

Specialty Retail District Incentive Program - *we meet the criteria of initiating project construction via public utility relocation (see Attachment C) + Local letter (Att. D)*

- The 1% reimbursement of construction sales tax is not available to that portion of the Rose Garden project west of Goldwater Boulevard (see hand copy Attachment A on your desk along with a hard copy of this email)
- This is also true of the waiver of design review, building/engineering plan review and final building permits (with a max. total waiver of 2% of the total construction cost).
- In any event, projects must be initiated no later than Dec. 12, 2006.

Downtown Business Fee Reduction Program

- Specific fee reductions are allowed (see Attachment B). Per Dave Roderique, the program is expected to be extended for a year, meaning that the program will end June 30, 2006 unless extended again in the future by City Council action.

- currently ends June 30/07

Not great news, but accurate.

Martha

→ extended June 30/08 (June 5/07)

Hard copy attachments only

*MARTHA
where do we
stand on this?*



Planning, Building & Zoning

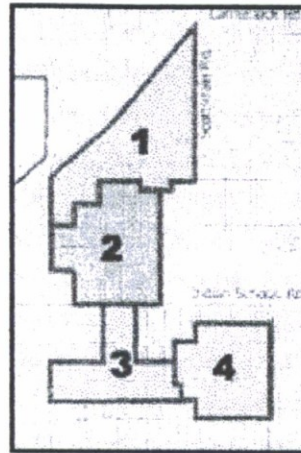
Fee Reduction Programs

Speciality Retail Districts Incentive (Downtown)

Duration of Program: Continuing, on a funds-available basis.

Qualifications & Restrictions:

- Available to businesses in designated Downtown Speciality Retail Districts
 1. 5th Avenue
 2. Marshall Way/Craftsman Court
 3. West Main
 4. Old Town
- **Projects must be initiated no later than December 12, 2006.**



Related Links

- [Fee Reduction Program Development Fees](#)
- [Official Schedule of Fees](#)
- [Downtown Scottsdale Homeowner Resources](#)
- [Home Improvement Resources](#)
- [Small Business Resources](#)
- [Developer Resources](#)
- [Revitalization Program Application, Permits, Water Development](#)
- [Permit Services/One Stop](#)

If an owner decides to invest in their property by adding square footage, (a minimum of 20% of the existing building gross floor area), the following specific incentive program is offered at the project level if:

- Building heights are limited to a maximum of 36 feet.
- Building designs are consistent with the Downtown Architectural and Urban Design Guidelines.
- Construction initiates within a three-year period.
- When appropriate, and considering the scale of the proposed development, a parking agreement that makes the office-parking component available to the public after office hours.
- [Specialty District Incentives Overview](#) (pdf / 32 kb / 3 pgs)

Fee Reductions Allowed:

If an individual project within the Specialty Retail District qualifies, it may enter into an agreement with the City and receive the following:

- Reimbursement of construction sales taxes on new development projects that can demonstrate a public benefit. This rebate would consist of 1% of the City's General Fund portion of the construction sales tax.
- Waiver of building and permitting fees for Design Review, Building and Engineering Plan Review and Final Building Permits with a maximum total waiver of 2% of the total construction cost per project.

Fee waiver and tax rebate are based on application and approval by Deputy City Manager, Ed Gawf.

Contact:

6-PP-2008
1st: 2/26/08

Planning, Building & Zoning

Fee Reduction Programs

Downtown Business Fee Reduction Program

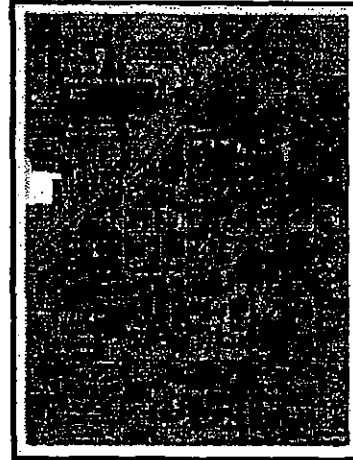
Duration of Program: Program ends June 30, 2005

Qualifications & Restrictions:

- For projects in the designated Downtown Fee Reduction Area (see map)

Fee Reductions Allowed:

- Total combined allowed - \$4,752 per address
- Development Review Board Application - \$1213
- Building Final Plan Review - \$250
- Building Permit Fees - \$1190
- Engineering Final Plan Review - \$1660
- Encroachment Permits - \$439



Related Links

- [Fee Reduction Program](#)
- [Development Fees](#)
- [Official Schedule of Fees](#)
- [Downtown Scottsdale](#)
- [Homeowner Resources](#)
- [Home Improvement Resources](#)
- [Small Business Resources](#)
- [Developer Resources](#)
- [Revitalization Programs](#)
- [Application, Permits](#)
- [Water Development](#)
- [Permit Services/One Stop](#)

Contact:

Economic Vitality

Harold Stewart - (480) 312-2311 or HStewart@ScottsdaleAZ.gov

[Top of Page](#)

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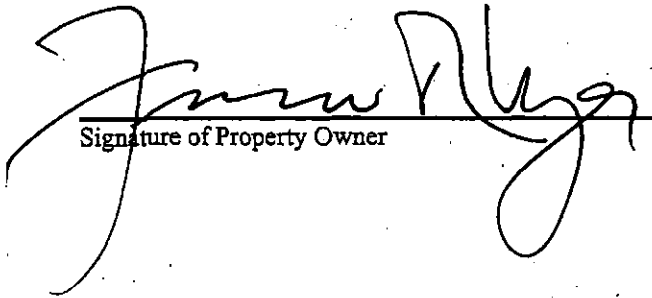


**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

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

southside of Arizona Canal b/w Goldwater Blvd + 7114 E. Stetson Dr.
(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

2-27-08
Date

**POLICY OF THE CITY OF SCOTTSDALE
ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS**

RIGHTS OF PROPERTY OWNER

In addition to 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 or 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) where 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 violation of Arizona and federal court decisions.

APPEAL PROCEDURE

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

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

- ❖ 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 or 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 de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

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

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.