

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**

**WHEN RECORDED RETURN TO:**

City of Scottsdale Case No. 9-ZN-2017

CITY OF SCOTTSDALE  
ONE STOP SHOP/RECORDS

( )

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

**AGREEMENT FOR THE WAIVER OF CLAIMS  
FOR DIMINUTION IN VALUE OF PROPERTY**

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF  
PROPERTY (the "Agreement") is made in favor of the City of Scottsdale ("City") by

*Mirage Crossing off LLC, Tiburon Ca.* ("Owner").

**RECITALS**

A. Owner is the fee title owner of property, Parcel No(s). 217-33-985 & 217-56-871  
located at 10501 N. 116<sup>th</sup> Street (the "Property").

B. Owner acknowledges that he/she has made a request to the City for application of its  
land use laws for the development of the Property and is under no compulsion, economic or  
otherwise, to enter into this Agreement.

C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a  
land owner, in some cases, if the city approves a land use law that reduces the fair market  
value of the owner's property. This law is sometimes referred to as "Proposition 207" or the  
"Private Property Rights Protection Act". (ARS 12-1131, et.seq.)

D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes  
private property owners to enter into agreements with political subdivisions to waive any claim  
for diminution in value of their property in connection with any action requested by the property  
owner.

E. City and Owner seek to resolve whether the application of the City's land use laws to  
the Property constitute a "diminution in value" of the Property or other harm entitling Owner,  
now or in the future, to seek compensation from the City under the Private Property Rights  
Protection Act.

**IT IS AGREED AS FOLLOWS:**

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)

c. Owner has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions set forth in Case No. 9-ZN-2017 shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that compliance with the stipulations and conditions set forth in Case No. 9-ZN-2017 will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act based on the Owner's request in Case No. 9-ZN-2017. This waiver constitutes a complete release of any and all claims and causes of action under the Private Property Rights Protection Act that may arise out of the Owner's request in Case No. 9-ZN-2017.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have based on the Owner's request in Case No. 9-ZN-2017.

d. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.



4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

Owner: Mirage Crossing off. LLC Its: Managing member

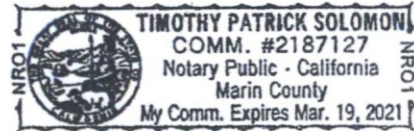
STATE OF ARIZONA )  
County of Maricopa ) ss.

Subscribed, sworn to and acknowledged before me  
by John L. Solomon on this 17 day of November, 2017

My commission expires:

3-19-21

Timothy Patrick Solomon  
Notary Public





## APPLICANT / AGENT AUTHORIZATION

### APPLICATION FOR ZONING/BUILDING PERMITS/LAND USE ENTITLEMENTS

Property Address: **SEC 116<sup>TH</sup> ST AND SHEA BLVD**

Assessor's Parcel No. **217-33-985 AND 217-56-871**

As the Applicant/Developer of the proposed self storage facility to be located at the address above, I/we authorize Rose Law Group, pc, their attorneys, representatives, agents, and/or consultants, to act as an agent on my/our behalf for the sole purpose of consummating any building and land use permit and variance applications, or any other entitlements necessary of operating such use. I/We understand that any application may be approved, modified or denied with conditions, and that such conditions or modifications must be complied with prior to issuance of building permits.

I/We further understand that signing of this authorization in no way creates an obligation of any kind.

Printed Name: George Bell, Sr.

Title/Company: Land Research and Development

Authorized Signature:

George H. Bell Sr.

Date:

5-31-2017



# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: SEC of 116th Street and Shea Blvd
- b. County Tax Assessor's Parcel Number: 217-33-985 and 217-56-871
- c. General Location: \_\_\_\_\_
- d. Parcel Size: \_\_\_\_\_
- e. Legal Description: see attached

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

John Simmons

Date

5/30, 2017  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

Signature

John L. Simmons  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Planning and Development Services

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



DESCRIPTION FOR RE-ZONING (ONLY)

ALL THAT PORTION OF THE NORTHEAST QUARTER, SECTION 27, TOWNSHIP 3 NORTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF MONTANA RANCH AS SHOWN ON THE OFFICIAL PLAT FILED IN BOOK 290 OF MAPS, PAGE 8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 89° 50' 08" WEST 661.5 FEET; THENCE ALONG THE WEST LINE OF SAID MONTANA RANCH SOUTH 00° 03' 53" WEST 65 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID MONTANA RANCH AND BEING FURTHER DESCRIBED AS A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHEA BOULEVARD AS SHOWN ON SAID MONTANA RANCH AND ALSO BEING DESCRIBED AS THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING ALONG SAID WEST LINE SOUTH 00° 03' 53" WEST 385 FEET TO THE SOUTHEAST CORNER OF LOT 1, MIRAGE CROSSINGS OFFICE II, AS SHOWN AS SHOWN ON THE OFFICIAL PLAT FILED IN BOOK 1045 OF MAPS, PAGE 8 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89° 53' 22" WEST 330.62 FEET (330.36' RECORD) TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THEN THE NORTHERLY PROLONGATION THEREOF NORTH 00° 04' 01" WEST (NORTH 00° 01' 30" WEST RECORD) 254.56 FEET;

THENCE NORTH 89° 38' 41" WEST 293.38 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 116<sup>TH</sup> STREET AS SHOWN ON MIRAGE CROSSING PARCEL A1-A4, FILED IN BOOK 806 OF MAPS, PAGE 49 IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING 3 COURSES;

NORTH 00°02' 23" EAST (NORTH 00° 00' 22" WEST RECORD) 24.18 FEET;

NORTH 07° 18' EAST 75.47 FEET (NORTH 07° 13' 46' EAST 75.56' RECORD)

NORTH 00° 01' 44" EAST 18.46 FEET (NORTH 00° 00' 22" WEST 18.44' RECORD)

THENCE ALONG A 12.05 FOOT RADIUS CURVE TO THE RIGHT 18.97 FEET THROUGH A CENTRAL ANGLE OF 90° 12' 23" (RADIUS 12' LENGTH 18.81' 89° 48' 18" RECORD) TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89° 50' 08" EAST 603.2 FEET (602.51' RECORD) TO THE POINT OF BEGINNING.





# Maricopa County Treasurer's Office

Royce T. Flora, Treasurer

PARCEL NUMBER 217-33-985 4

MIRAGE CROSSING OFFICE LLC  
JOHN L. SIMMONS  
PO BOX 317  
TIBURON CA 94920

## LEGAL DESCRIPTION

Lot/Section: 1 Block/Town: Tract/Range:  
MIRAGE CROSSING OFFICE 2 MCR 1045-08

Dear Taxpayer:

There are existing tax lien(s) on the above-listed parcel. This statement shows the amount due and payable in order to redeem your property.(1) To remove these tax liens, please return this statement with your payment by: CASHIER'S CHECK, CERTIFIED CHECK, or MONEY ORDER to: **MARICOPA COUNTY TREASURER, 301 W. Jefferson, Rm 100, Phoenix, AZ 85003.** *\*Note: This amount may change based on activity to this parcel. Partial payments will not be accepted.*

*\*Interest due is calculated pursuant to ARS 42-18153 and 42-18053.*

Thank You.

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Total Due By	Total Due By
5/31/2017	6/30/2017
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A tax lien was sold on 2/10/2015 to CP Buyer Number 5312  
on the property described above for taxes at the buyer rate of 4.00% .(2)

Certificate of Purchase (C.P.) Number 13008362

	For Tax Year 2013	\$10,844.26	\$10,844.26
Interest Factor: 4.00%	Redemption Interest(3)	\$975.89	\$1,012.03
	Redemption Fee	\$10.00	\$10.00
Purchase Date: 6/21/2016	For Tax Year 2015	\$10,319.07	\$10,319.07
	Redemption Interest(3)	\$378.33	\$412.72

	C.P. Total	\$22,527.55	\$22,598.08
<hr/>			
A tax lien was sold on 2/9/2016 to CP Buyer Number 12353 on the property described above for taxes at the buyer rate of 6.00% .(2)			
Certificate of Purchase (C.P.) Number 14008303			
	For Tax Year 2014	\$12,524.75	\$12,524.75
Interest Factor: 6.00%	Redemption Interest(3)	\$939.36	\$1,001.98
	Redemption Fee	\$10.00	\$10.00
	C.P. Total	\$13,474.11	\$13,536.73
<hr/>			
	Redemption Cost(1)	\$36,001.66	\$36,134.81
	Current Year Due (FULL)	\$10,031.74	\$10,158.72
	<b>*TOTAL DUE</b>	<b>\$46,033.40</b>	<b>\$46,293.53</b>
<hr/>			

- (1) A.R.S. 42-18153
- (2) A.R.S. 42-18113, 18115
- (3) A.R.S. 42-18118
- (4) A.R.S. 42-18056





# Maricopa County Treasurer's Office

Royce T. Flora, Treasurer

PARCEL NUMBER 217-33-004C 4

MIRAGE CROSSING OFFICE LLC  
PO BOX 317 PMB  
TIBURON CA 94920

## LEGAL DESCRIPTION

Lot/Section: 27 Block/Town: 3N Tract/Range: 5E  
PT NE4 SEC 27 DAF BEG NW COR NE4 SEC 27 TH E  
660.74F TH S 450F TH W TO E LN W2 W2 NW4 NE4 SEC  
27 A DIST OF 330.34F TH N 255F TH W 330.36F TH N  
195F TPOB EX N 65F OF W2 W2 NW4 NE4 & EX W 55F  
OF E2 W2 NW4 NE4 & EX TH PT LY WI-IN MIRAGE  
CROSSING OFFICE 2 MCR 1045-08

Dear Taxpayer:

There are existing tax lien(s) on the above-listed parcel. This statement shows the amount due and payable in order to redeem your property.(1) To remove these tax liens, please return this statement with your payment by: CASHIER'S CHECK, CERTIFIED CHECK, or MONEY ORDER to: **MARICOPA COUNTY TREASURER, 301 W. Jefferson, Rm 100, Phoenix, AZ 85003.** *\*Note: This amount may change based on activity to this parcel. Partial payments will not be accepted.*

*\*Interest due is calculated pursuant to ARS 42-18153 and 42-18053.*

Thank You.

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Total Due By	Total Due By
5/31/2017	6/30/2017
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A tax lien was sold on 2/11/2014 to CP Buyer Number 13272  
on the property described above for taxes at the buyer rate of 5.00% .(2)

Certificate of Purchase (C.P.) Number 12008839

For Tax Year 2012	\$5,306.54	\$5,306.54
Interest Factor: 5.00%	Redemption Interest(3)	\$862.38      \$884.49





## **Commitment for Title Insurance**

Issued by

**Old Republic National Title Insurance Company**

subject to conditions and  
stipulations as set forth herein

**Thank you for choosing**

**Premier Title Agency**

**As Your Title Company**

**Contact Information:**

2910 E. Camelback Rd., Suite 200

Phoenix, AZ 85016

Phone: (602) 224-0400

Fax:

## Premier Title Agency COMMITMENT

Commitment Issued By:

Order Number: A-100612

Amend (Version 1)

**Premier Title Agency**  
2910 E. Camelback Rd., Suite 200

Phoenix, AZ 85016

Escrow Officer: Rich Newton  
Phone: (602) 224-0400  
Fax: (602) 794-6522  
Escrow Officer Email: rnewton@ptanow.com  
Email Loan Docs To:

Customer Reference:

Property Address: VACANT LAND, Scottsdale, AZ 85260

Dated as of May 23, 2017  
Title Officer: Al Briviesca  
Title Officer Email: abriviesca@ptanow.com

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### EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$0.00
	\$0.00
<b>Total Estimated Charges:</b>	<b>\$0.00</b>

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

**Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.**



## COMMITMENT FOR TITLE INSURANCE

Issued by \_\_\_\_\_



Old Republic National Title Insurance Company, a Florida 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 180 days 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Old Republic 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.

Issued By:  
Premier Title Agency  
2910 E. Camelback Rd., Suite 200  
Phoenix, AZ 85016  
Agent ID: A02447

  
Authorized Countersignature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

## 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 or 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/>.

## NOTICE

### FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.  
If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.



## COMMITMENT - SCHEDULE A

Effective Date: May 26, 2017 at 5:00PM

1. Policy or Policies to be Issued:

**2006 ALTA Standard Owners Policy**

Proposed Insured:  
**City of Scottsdale, a municipal  
corporation**

Liability:  
**\$550,000.00**

Premium:  
**\$0.00**

Proposed Insured:

Liability:

Premium:  
**\$0.00**

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

**Fee**

3. Title to said estate or interest covered herein is at the effective date hereof vested in:

**Mirage Crossing Office LLC, an Arizona limited liability company**

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

**See Exhibit "A" Attached For Legal Description**

5. The Deed of Trust to be insured and the assignments thereof, if any are described as follows:  
**NONE**

**Inquiries should be directed to:**

Premier Title Agency  
2910 E. Camelback Rd., Suite 200  
Phoenix, AZ 85016  
Escrow Officer: Rich Newton  
Title Officer: Al Briviesca  
Phone: (602) 224-0400  
Fax:



## Exhibit "A"

### Legal Description

A portion of the Northeast quarter of Section 27, Township 3 North, Range 5 East, of the Gila and Salt River Base and Meridian, County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 27;

Thence South 89 degrees 49 minutes 11 seconds East along the North line of said Northeast quarter, a distance of 660.74 feet, said point being the Northeast corner of the West half of the Northwest quarter of the Northeast quarter of Section 27, and also the Northwest corner of Montana Ranch, as recorded in Book 290 of Maps, page 8, records of Maricopa County, Arizona;

Thence South 00 degrees 03 minutes 07 seconds West along the West line of said Montana Ranch, a distance of 450.00 feet;

Thence North 89 degrees 49 minutes 11 seconds West to the East line of the West half of the West half of the Northwest quarter of the Northeast quarter of Section 27, a distance of 330.34 feet;

Thence North 00 degrees 02 minutes 53 seconds East along said East line a distance of 255.00 feet;

Thence North 89 degrees 49 minutes 11 seconds West to the West line of the Northeast quarter of Section 27, a distance of 330.36 feet;

Thence North 00 degrees 02 minutes 39 seconds East along said West line a distance of 195.00 feet to the Point of Beginning.

APN: 217-33-004C, 217-33-985

## SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.  
(NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any document containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued.

1. FURNISH LEGAL DESCRIPTION to be insured herein. THE RIGHT IS RESERVED to make additional exceptions or requirements upon review of the information required.
2. To Be Determined
3. THE RIGHT IS RESERVED by the Company to make additional exceptions and/or requirements should additional information be provided that changes or modifies the proposed transaction beyond the scope of that defined by Schedule A of this Commitment for Title Insurance.

TAX NOTE: See Attached [Tax Sheets](#) for Tax Information (Map [1](#) and [2](#))

NOTE: Current Vested Owner acquired title by Special Warranty Deed recorded October 13, 2004 in [Document No. 2004-1198230](#).

**THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.**

## **SCHEDULE B - Part II STANDARD EXCEPTIONS**

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
2. Reservations or exception in Patents or in Acts authorizing the issuance thereof.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.



**SCHEDULE B - Part II**  
**SPECIAL EXCEPTIONS**

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2017.
2. Taxes and assessments collectible by the County Treasurer, a lien for the year 2016.
3. A sale of said land by the County Treasurer, evidenced by Certificate of Purchase No. 14008303, issued by reason of the non-payment of taxes for the year 2014. (Tax Parcel No. 217-33-985)
4. A sale of said land by the County Treasurer, evidenced by Certificate of Purchase No. 13008362, issued by reason of the non-payment of taxes for the years 2013 and 2015. (Tax Parcel No. 217-33-985)
5. A sale of said land by the County Treasurer, evidenced by Certificate of Purchase No. 13008358, issued by reason of the non-payment of taxes for the years 2013, 2014 and 2015. (Tax Parcel No. 217-33-004C)
6. A sale of said land by the County Treasurer, evidenced by Certificate of Purchase No. 12008839, issued by reason of the non-payment of taxes for the year 2012. (Tax Parcel No. 217-33-004C)
7. **[INTENTIONALLY DELETED]** Liabilities and obligation imposed upon said land by reason of its inclusion within Mirage Crossing Office Condominium Association.
8. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Mirage Crossing Office II Minor Subdivision Final Plat, recorded in [Book 1045 of Maps, Page 8](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
9. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Mirage Crossing Parcel A1-A4 Condominium Replat, recorded in [Book 1043 of Maps, Page 33](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
10. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Replat and 1st Amendment Mirage Crossing Parcel A1-A4 Condominium Plat, recorded in [Book 806 of Maps, Page 49](#), and thereafter Affidavits of Correction recorded in [Document No. 2006-213519](#); [Document No. 2006-310914](#) and [Document No. 2006-639353](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
11. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Final Plat of Mirage Crossing, recorded in [Book 521 of Maps, Page 12](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.



12. **[INTENTIONALLY DELETED]** Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Condominium Plat for Mirage Crossing, Parcel A1-A4, recorded in [Book 585 of Maps, Page 15](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
13. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Dedication Plat for Scottsdale Equestrian Center, recorded in [Book 232 of Maps, Page 39](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
14. Easement for electric transmission lines and rights incident thereto, as set forth in instrument recorded in [Docket 388, Page 27](#), and thereafter amended in [Docket 399, Page 474](#).
15. Easement for electric transmission lines and rights incident thereto, as set forth in instrument recorded in [Docket 394, Page 396](#).
16. Easement for electric transmission lines and communication facilities and rights incident thereto, as set forth in instrument recorded in [Docket 4235, Page 445](#), and thereafter corrected in [Docket 4424, Page 435](#).
17. Easement for electric transmission lines and communication facilities and rights incident thereto, as set forth in instrument recorded in [Docket 4333, Page 256](#).
18. **[INTENTIONALLY DELETED]** Easement for electric transmission lines and rights incident thereto, as set forth in instrument recorded in [Docket 10046, Page 1353](#).
19. **[INTENTIONALLY DELETED]** Easement for electric transmission lines and communication facilities and rights incident thereto, as set forth in instrument recorded in [Docket 13818, Page 894](#).
20. **[INTENTIONALLY DELETED]** Easement for electric transmission lines and communication facilities and rights incident thereto, as set forth in instrument recorded in [Docket 13818, Page 897](#).
21. Terms, conditions, liabilities and obligations contained in an instrument entitled Easement, Dedication & Covenant Agreement Concerning Certain Real Property, recorded in [Docket 14962, Page 75](#).
22. Terms, conditions, liabilities and obligations contained in an instrument entitled Easement, Dedication & Covenant Agreement Concerning Certain Real Property, recorded in [Docket 14962, Page 533](#).
23. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Document No. 84-244543](#).
24. **[INTENTIONALLY DELETED]** Terms, conditions, liabilities and obligations contained in an instrument entitled Development Agreement, recorded in [Document No. 2000-065997](#).
25. Easement for public utilities and rights incident thereto, as set forth in instrument recorded in [Document No. 2000-231331](#).
26. **[INTENTIONALLY DELETED]** Terms, conditions, liabilities and obligations contained in an instrument entitled Declaration of Easements, recorded in [Document No. 2001-103389](#).



27. Easement for drainage and flood control and rights incident thereto, as set forth in instrument recorded in [Document No. 2001-308834](#).
28. **[INTENTIONALLY DELETED]** Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Document No. 2002-191020](#), and thereafter First Amendment recorded in [Document No. 2006-310915](#), and thereafter Second Amendment recorded in [Document No. 2008-697159](#).
29. **[INTENTIONALLY DELETED]** Easement for water line and rights incident thereto, as set forth in instrument recorded in [Document No. 2002-836669](#).
30. Easement for drainage and flood control and rights incident thereto, as set forth in instrument recorded in [Document No. 2007-657698](#).
31. Deed of Trust given to secure the original amount of \$500,000.00, and any other amounts payable under the terms thereof

Dated: March 3, 2014

Trustor: Mirage Crossing Office, L.L.C., an Arizona Limited Liability Company

Trustee: First American Title Insurance Company

Beneficiary: John L. Simmons

Recorded: March 4, 2014, in Document No. 2014-139027, and thereafter re-recorded in [Document No. 2014-155091](#).

## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama, LLC  
National Closing Solutions of Maryland, Inc.  
Texas National Title

Placer Title Company  
Placer Title Insurance Agency of Utah  
National Closing Solutions of Arkansas, LLC  
North Idaho Title Insurance Company  
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.





<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Old Republic Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> – to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

<b>Questions</b>	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> ( <i>Contact Us</i> )
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**Who we are****Who is providing this notice?**

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

**What we do****How does Old Republic Title protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

**How does Old Republic Title collect my personal information?**

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies

- Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.

**Non-affiliates**

Companies not related by common ownership or control. They can be financial and non-financial companies.

- Old Republic Title does not share with non-affiliates so they can market to you

**Joint Marketing**

A formal agreement between non-affiliated financial companies that together market financial products or services to you.



- Old Republic Title doesn't jointly market.

### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

**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:

217-33-985 and 217-56-871 (SEC of 116th Street and Shea Blvd)

(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.

John L. Summers  
Signature of Property Owner

5/30/17  
Date

*Managing member  
Mirage Crossing office LLC*