

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**



FILE COPY

DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: Pragott Smith

PUBLIC BODY: Planning Commission

DATE OF PUBLIC MEETING: 1/24/18 AGENDA ITEM NO.: 3

DESCRIPTION OF ITEM: PSD Contos - La Via

☒ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

I have done work on this project

☐ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: \_\_\_\_\_

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature] 1/24/18  
Signature Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.





FILE COPY

DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: Frederick Smith

PUBLIC BODY: Planning Commission

DATE OF PUBLIC MEETING: 1/24/18 AGENDA ITEM NO.: 2

DESCRIPTION OF ITEM: Optima Sonoran Village

☒ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

I have done work on this project in the past.

☐ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: \_\_\_\_\_

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

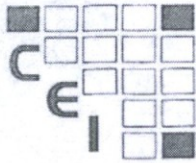
[Signature]  
Signature

1/24/18  
Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.





# Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

1642 E. Orangewood Ave. • Phoenix, Arizona 85020 • TEL (602) 395-9300 • FAX (602) 395-9310

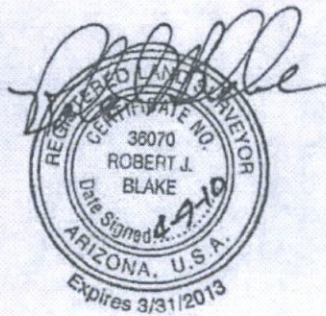
April 09, 2010  
Job No. 030102

## Legal Description For A Portion of Alley

The South 10.00 feet of the North half of the West half of the Northwest 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.

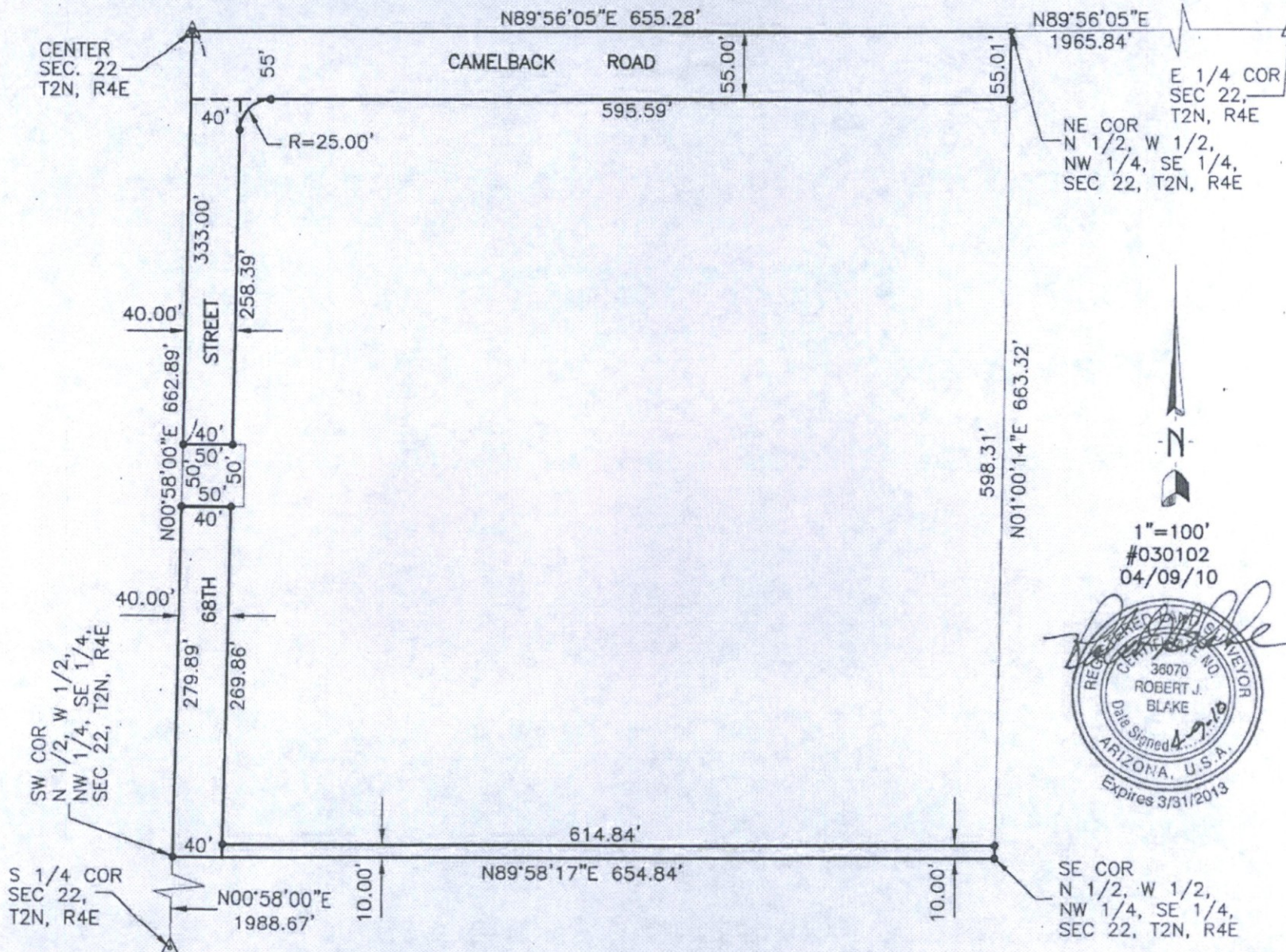
Except the West 40.00 feet thereof.

**Note:** The above described parcels contain 6,362 square feet or 0.1461 acres more or less.



**3-AB-2010#2**  
**11/30/2017**





3-AB-2010#2  
 11/30/2017



ALTA Owner's Policy (6-17-06)

OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in the public records.
2. Any defect in or lien or encumbrance on the Title, this Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, impersonation;
    - (ii) failure of any person or Entity to have authority to execute a conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records, including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation or adverse right affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, but not encroachments on the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of improvements on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of eminent domain or the power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Signature

Stewart Title & Trust of Phoenix, Inc.  
Company

Phoenix, Arizona  
City, State

title guaranty company



Senior Chairman of the Board

Chairman of the Board

President

Part 1 of  
Policy  
Serial No.

0-9401- 229744

ALTA Owner's Policy (6/17/06)

3-AB-2010#2  
11/30/2017



## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## 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 6.
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.

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust

created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase,



## CONDITIONS (Continued)

lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this

purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered



loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



**SCHEDULE A**

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029

Address Reference: 6801 E. Camelback Rd., Scottsdale, AZ

Amount of Insurance: \$16,000,000.00

Date of Policy: July 2, 2009 at 01:19

1. Name of Insured:

Optima Sonoran Village, LLC, an Arizona limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE

3. Title is vested in:

Optima Sonoran Village, LLC, an Arizona limited liability company

4. The Land referred to in this policy is situated in the State of Arizona, County of Maricopa, and is described as follows:

See Exhibit A attached hereto and made a part hereof.



ORDER NO.: 09260088

POLICY NO.: O-9401-229744

Exhibit A

The North half of the West half of the Northwest 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;

EXCEPT that part described as follows:

BEGINNING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22;

THENCE East 90 feet;

THENCE South 50 feet;

THENCE West 90 feet;

THENCE North 50 feet to the Point of Beginning.

## SCHEDULE B

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

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 and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2009.
2. Reservations contained in the Patent from the United States of America, recorded in Book 113 of Deed, Page 476, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

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.

4. Easement for ingress, egress and water lines and rights incident thereto, as set forth in instrument recorded in Book 604 of Deeds, pages 339 and 357 (Affects the North 330 feet of the West 19 feet of the Southeast quarter of Section 22, Township 2 North, Range 4 East).
5. Right of Way for road as shown on Map recorded in Book 10 of Road Maps, page 2 of the North 33 feet.
6. Right of Way for road as shown on Map recorded in Book 12 of Road Maps, page 75, over the North 48 feet.
7. Right of Way for road as shown on Map recorded in Book 13 of Road Maps, page 44, over the West 40 feet.
8. Easement for roadway and rights incident thereto, as set forth in instrument recorded in Docket 3265, page 489.
9. Easement for roadway and public utilities and rights incident thereto, as set forth in instrument recorded in Docket 5526, page 548.
10. Easement for water lines and fire hydrant and rights incident thereto, as set forth in instrument recorded in Docket 8230, page 598.



( )

SCHEDULE B (Continued)

ORDER NO.: 09260088

POLICY NO.: O-9401-229744

11. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 8517, page 939.
  12. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 8700, page 50.
  13. Easement for road and rights incident thereto, as set forth in instrument recorded in Docket 10544, page 970 and re-recorded in Docket 10571, page 1.
  14. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 10567, page 678 and 679.
  15. Easement for underground electrical conduits and rights incident thereto, as set forth in instrument recorded in Docket 15610, Page 782.
  16. Covenants concerning telecommunication service and non-exclusive easement as set forth in instrument recorded in Document No. 2001-1119992.
  17. Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement given to secure the original amount of \$8,000,000.00, and any other amounts payable under the terms thereof  
Dated: July 2, 2009  
Trustor: Optima Sonoran Village, LLC, an Arizona limited liability company  
Trustee: Stewart Title & Trust of Phoenix, Inc., a Delaware corporation  
Beneficiary: RAIT Partnership, L.P., a Delaware limited partnership  
Recorded: July 2, 2009, in Document No. 20090610821
  18. Assignment of Leases and Rents executed by Optima Sonoran Village, LLC, an Arizona limited liability company, to RAIT Partnership, L.P., a Delaware limited partnership, dated July 2, 2009, recorded July 2, 2009, in Document No. 20090610822, as additional security for indebtedness secured by Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated July 2, 2009, recorded July 2, 2009, in Document No. 20090610821.
  19. Financing Statement between Optima Sonoran Village, LLC, an Arizona limited liability company, Debtor, and RAIT Partnership, L.P., a Delaware limited partnership, Secured Party, recorded July 2, 2009, in Document No. 20090610823.
- ( )

Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

CLTA ENDORSEMENT 103.11 - ACCESS AND ENTRY

The Company insures against loss or damage sustained by the insured if: (i) the land, described in Schedule A, herein, does not abut and have both actual vehicular and pedestrian access to and from Camelback Road and 68<sup>th</sup> Street (the "Street(s)"), (ii) the Street(s) is not physically open and publicly maintained, or (iii) the insured has no right to use existing curb cuts or entries along that portion of the Street(s) abutting the land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
the guaranty company



*Robert Morris Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Nicholas Smith*  
President

LTAA Endorsement 7 (Modified)  
CLTA Endorsement 103.11  
ALTA Endorsement 17  
Access and Entry  
103\_11.doc



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

CLTA ENDORSEMENT 116.1 - SURVEY

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land, described in Schedule A, herein, to be the same as that delineated on the plat of a survey made by Clouse Engineering, Inc., designated Job No. 030102, dated July 22, 2003 and last revised on April 12, 2006.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature

Stewart Title & Trust of Phoenix, Inc.

Company

Phoenix, AZ 85013

City, State

**stewart**  
title guaranty company



*Robert M. Jones*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nicholas S. Smith*  
President

LTAA Endorsement 7 (Modified)  
CLTA Endorsement 116.1  
Survey  
116\_1.doc

Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

WATER RIGHTS ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of damage to the future or existing improvements, including lawns, shrubbery or trees, resulting from the exercise or attempted exercise of any right to use the surface of the Land for the extraction or development of water excepted from the description of the Land or shown as an exception or reservation in Schedule B.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Howard D. Jones*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nicholas J. Stalla*  
President



( ) Order No.: 09260088

**ENDORSEMENT**

**ATTACHED TO POLICY NO. O-9401-229744**

**ISSUED BY**

**Stewart Title Guaranty Company**

**ALTA ENDORSEMENT 9.2 - RESTRICTIONS, ENCROACHMENTS, AND MINERALS - OWNER'S  
POLICY - IMPROVED LAND**

The Company insures against loss or damage sustained by the insured by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - a. Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land that violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land that, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions, (iv) provides for a lien of liquidated dangers; or (v) provides for a charge or assessment.
  - c. Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
  - d. Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
  - e. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing buildings, including lawns shrubbery or trees:
  - a. That are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved.
  - b. Resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment.

- ( )
4. Any final court order or judgment denying the right to maintain any existing building on the land because of any violation of covenants, conditions, or restrictions or buildings setback lines shown on a plat of subdivision recorded or filed in the public records.
  5. Unmarketability of the title to the estate or interest by reason of any violations on the land, occurring prior to acquisition of the title to the estate or interest by the insured of any covenants, conditions or restrictions.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1.a. and 4, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform, maintenance, repair, or remediation on the land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded or filed in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

( )  
Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature

Stewart Title & Trust of Phoenix, Inc.

Company

Phoenix, AZ 85013

City, State

**stewart**  
title guaranty company



*Robert J. Morris*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Michael S. Morris*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

LTAA ENDORSEMENT 5 - IMPROVEMENT / ADDRESS

The Company assures the Insured that at the date of this policy there is located on said land a vacant apartment complex commonly known as 6801 E. Camelback Rd., Scottsdale, AZ and that the map attached to this policy shows the correct location and dimensions of said land according to those records which under the recording laws impart constructive notice as to said land.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This Endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof. This Endorsement is dated as of the date of said policy unless otherwise stated herein.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Stewart Morris Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nickel Stahl*  
President

LTAA Endorsement 5  
Improvement  
Ltaa5.doc

Order No.: 09260088

ENDORSEMENT  
ATTACHED TO POLICY NO. O-9401-229744  
ISSUED BY

Stewart Title Guaranty Company

ALTA ENDORSEMENT 8.1-06 – ENVIRONMENTAL PROTECTION LIEN  
(Modified for Owner's Policy – Commercial Property)

The Company insures against loss or damage sustained by the Insured by reason of the existence of any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig S. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State



*Robert J. Davis Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Michael S. Morris*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

PATENT ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage which the Insured shall sustain as a result of any exercise or attempted exercise of the rights reserved in the Patent to the land described in Schedule A, Paragraph No. 4 and referred to in Paragraph No. 2 of Schedule B, over and through said Land.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Robert J. Davis*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Michael S. Morris*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

TAX PARCEL ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage by reason of any inaccuracy in the assurance that the land referred to in Paragraph No. 4 of Schedule A herein is covered by Maricopa County Assessor's Tax Identification No. 173-43-006E and said tax identification number does not include any other land.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

**stewart**  
title guaranty company



*Robert J. Davis*  
Senior Chairman of the Board

*William S. Morris*  
Chairman of the Board

*Michael Smith*  
President

LTAA Endorsement No. 7  
Tax Parcel Endorsement  
Taxpar.doc



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

ARBITRATION DELETED ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The "Conditions" of said policy are hereby amended by deleting the "Arbitration" provision as set forth in Paragraph No. 14 of said policy.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Harold Morris Jr.*  
Senior Chairman of the Board  
*Michael S. Morris*  
Chairman of the Board  
*Nicholas Stalks*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

CONTIGUITY ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company assures the Insured that the Land described in Schedule A hereof consists of a single contiguous parcel of Land with no strips, gaps or gores.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
the guaranty company



*Robert J. Jones*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nicholas J. Smith*  
President



Order No.: 09260088

ENDORSEMENT  
ATTACHED TO POLICY NO. O-9401-229744  
ISSUED BY

Stewart Title Guaranty Company

ALTA ENDORSEMENT 21-06 - CREDITORS' RIGHTS

The Company insures against loss or damage sustained by the Insured by reason of the avoidance in whole or in part, or a court order providing some other remedy, based on the voidability of any estate, interest, or Insured Mortgage because of the occurrence on or before Date of Policy of a fraudulent transfer or a preference under federal bankruptcy, state insolvency, or similar creditors' rights laws.

The coverage provided by this endorsement shall include the payment of costs, attorneys' fees and expenses necessary to defend the Insured against those counts, and no others, of any litigation seeking a court order which will result in loss or damage against which this endorsement provides insurance to the extent provided in the Conditions.

This endorsement does not insure against loss or damage if the Insured (a) knew when it acquired any estate, interest, or Insured Mortgage that the transfer, conveyance, or Insured Mortgage was intended to hinder, delay, or defraud any creditor, or (b) is found by a court not to be a transferee or purchaser in good faith.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Stewart Davis Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Michael S. Morris*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

LTAA ENDORSEMENT 7 - POLICY AMENDMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The "Exclusions from Coverage" of said policy are hereby amended by deleting Paragraph No. 5.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Harold Morris Jr.*  
Senior Chairman of the Board

*Harold S. Morris*  
Chairman of the Board

*Nicholas Stalks*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

LTAA ENDORSEMENT 7 - POLICY AMENDMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The "Exclusions from Coverage" of said policy are hereby amended by deleting Paragraph No. 4.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Robert J. Morris*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Nicholas J. Stalks*  
President



( ) Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

**Stewart Title Guaranty Company**

**LTAA ENDORSEMENT 7 - POLICY AMENDMENT**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

"Public Records" shall also mean "those records which by law impart constructive notice of matters relating to sale Land."

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

( ) This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig L. Leonard*

\_\_\_\_\_  
Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

**stewart**  
title guaranty company



*Andrew Morris Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Michael S. Morris*  
President



Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

SUBDIVISION ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Paragraph No. 4 of Schedule A to be able to be sold or conveyed as a separate parcel without further subdivision.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

**stewart**  
title guaranty company



*Robert J. Davis Jr.*  
Senior Chairman of the Board

*William S. Morris*  
Chairman of the Board

*Michael J. Smith*  
President



( ) Order No.: 09260088

ENDORSEMENT

ATTACHED TO POLICY NO. O-9401-229744

ISSUED BY

Stewart Title Guaranty Company

UTILITY FACILITY ENDORSEMENT

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage which the insured shall sustain by reason of any inaccuracies in the following assurance:

Water, electric, telephone, storm sewer and sanitary sewer services are available to the land described in Schedule A either over, under or upon public rights of way directly adjacent to said land or over, under or upon an easement (not terminable by the grantor thereof or by his heirs, personal representatives, successors or assigns) for the benefit of said land that connects to public rights of way.

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: July 2, 2009

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Craig A. Leonard*

Authorized Signature  
Stewart Title & Trust of Phoenix, Inc.  
Company  
Phoenix, AZ 85013  
City, State

stewart  
title guaranty company



*Stewart Morris Jr.*  
Senior Chairman of the Board

*Stewart Morris*  
Chairman of the Board

*Nicholas Stalks*  
President



## KAP 00 - 825 - 22 - 04 - 02

LOCATOR GRID

### LOCATOR GRID

SECTION

04	05	06	07	08	09
07	08	09	10	11	12
08	09	10	11	12	13
09	10	11	12	13	14
10	11	12	13	14	15
11	12	13	14	15	16

1/4 SECTION

V4 V4 SECTION

ASSESSOR BOOKS & MAPS WITHIN THIS AREA

22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 10

[illegible]

### SUBDIVISIONS

WHITWOOD 2  
WOR 072-12, 1958 SUB  
YELA ADRIAN  
WOR 124-34, 1970 SUB

SCALE: 1" = 100'



Maricopa County  
Assessor G.I.S.

97-95-2000

MARICOPA COUNTY ASSESSOR'S OFFICE  
301 W. JEFFERSON ST.  
PHOENIX, AZ 85003  
[www.maricopa.gov/assessor](http://www.maricopa.gov/assessor)

LEGEND:

**LEGEND**

10-1-74 21-1	Southwestern University Library	8	Indicates change in assignment country
	Southwestern University Library	-----	Present country, also
10-1-74 21-1	St. Louis Center	staff note	Present Spide Line
	St. Louis Center Records	Q 31-1-1-1-1	Present
	St. Louis Center Staff		Present/Security File

RELEVANT INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

**Classification = Interoperability**

[illegible]



P  
Phoenix 02009

## THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Phoenix, Arizona, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Vernon Elliott has been established and duly consummated, in conformity to law, for the northwest quarter of the Southeast quarter of Section twenty-two in Township two north of Range Four east of the Gila and Salt River Meridian, Arizona, containing forty acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twentieth day of April in the year of our Lord one thousand nine hundred and Fifteen and of the Independence of the United States the one hundred and thirty-ninth.

By The President; Woodrow Wilson

By M. P. LeRoy, Secretary,

L. Q. C. Lamar, Recorder of the General Land  
Office.

(G.L.S. SEAL)

RECORDED: Patent Number 469153.

Filed and recorded at request of Vernon Elliott, Sep 13, 1915, at 1:02 P. M.

Vernon L. Vaughn, County Recorder.

By J. D. Henderson, Deputy.

## WARRANTY DEED.

I. R. 50 Cents Cancelled.

STATE OF ARIZONA,

SS.

County of Maricopa.

KNOW ALL MEN BY THESE PRESENTS: That Henry Baswitz and Amelia Baswitz, his wife of the County of Maricopa, State of Arizona, for and in consideration of Ten and 00/100 Dollars, to them in hand paid by Esther Harrison have granted, sold and conveyed; and by these presents do grant, sell and convey unto the said Esther Harrison all that certain premises described as follows, viz:- Lot Eleven (11), Block One (1), of Hollywood Heights, being a sub-division of a part of the Northeast Quarter of Section 10, Township 1 North, Range 3 East, of G. & S. R. B. & M., Maricopa County, Arizona, as per map or plat thereof on file and of record in the office of the County Recorder of said County and State, subject to the following restrictions and conditions: That said premises shall be used for residence purposes only and no building other than a dwelling house, private stable and the necessary out-buildings shall ever be erected on said lot-such dwelling when so erected to cost at least the sum of One Thousand Dollars (\$1000.00) and all wood work on the outside thereof to be painted with two coats of paint within 60 days after said house is substantially completed; That no house shall be erected nearer the front line of said lot than 30 feet, nor any barn or other outbuilding nearer than 100 feet of said front line; That no part of said premises shall ever be conveyed transferred, let or demised to any person or persons of African, Mexican, Japanese or Chinese descent. That upon breach of said covenants, or any of them, the property herein described shall thereupon revert to the parties of the first part, their successors and assigns; Provided that any existing valid mortgage shall remain an encumbrance thereon, but said mortgagee shall in case of acquiring title thereto be bound by said covenants.

The above restrictions and conditions to run with the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Esther Harrison her heirs and assigns forever. And we hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said Esther Harrison her heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Except any taxes now a lien and unpaid.

Witness our hands this Fifteenth day of September, A. D. 1915.

Henry Baswitz (SEAL)

Amelia Baswitz (SEAL)



Unofficial  
DocumentWARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That La Verne Ross, a widow, of the City of Phoenix, County of Maricopa, for and in consideration of the sum of Ten and no/100 (.10.00) Dollars, to her in hand paid by Arcadia Water Company, a corporation, has granted, sold and conveyed and by these presents does grant, sell and convey, unto the said Arcadia Water Company, a corporation, all that certain premises situated in Maricopa County, State of Arizona, described as follows, to-wit:

That part of the West Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 22, Township 2 North, Range 6 East of the Gila and Salt River Base and Meridian described as follows, situated in Maricopa County, Arizona:

Commencing at a point 333 feet South of the Northwest corner of the West half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 22; thence West 117 (100) feet; thence South 117 (50) feet; thence West 117 (50) feet; thence North 117 (50) feet to the place of beginning;

together with the full and free easement, right and liberty, at all times hereafter, for ingress and egress, to and from, and in connection with, the use and enjoyment of said property, to use as a road and to pass and repass upon and along that certain piece or strip of land described as follows:

Commencing at the Northwest corner of the West Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 22; thence West 15 feet; thence South 333 feet; thence West 15 feet; thence North 333 feet to the place of beginning;

together with the easement, right and liberty at all times to construct, install, maintain and use



BOOK 604 PAGE 340

a water pipe line along and under said last described piece or strip of land;

Reserving to Grantor, her heirs and assigns, an easement of way along the West Eighteen (18) feet of that part of the West Half (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22, first above described.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Arcadia Water Company, a corporation, its successors and assigns forever.

And she hereby binds herself, her heirs, executors, administrators and assigns to warrant and forever defend, all and singular, the premises unto the said Arcadia Water Company, a corporation, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

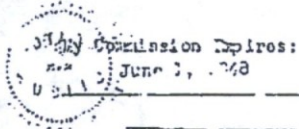
WITNESS my hand this 14th day of May, 1947.

La Verne Ross

STATE OF ARIZONA }  
County of Maricopa } ss

On this the 14th day of May, 1947, before me, Elaine E. Stansbury the undersigned Notary Public, personally appeared La Verne Ross, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for the purposes therein contained.

Elaine E. Stansbury  
Notary Public



-2-

STATE OF ARIZONA,  
County of Maricopa

} #33607 Amended

I do hereby certify that the within instrument was filed and recorded at request of Arcadia Water Co. on May 20, 1947 at 1:00 P.M. Book 604 Page 340.

Page 339-340, Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

ROGER L. LAYTON, County Recorder.

By Elaine E. Stansbury Deputy.



Unofficial  
DocumentEXECUTRIX DEETHIS INDENTURE, made this 14th

May, 1947, by and between LA VERNE ROSS,  
the duly appointed, qualified and acting Executrix of  
the Estate of John J. Ross, deceased, of Phoenix, Maricopa  
County, Arizona, First Party, and ARCADIA WATER COMPANY,  
an Arizona corporation, Second Party,

WITNESSETH:

That, whereas, on the 6th day of November, 1946,  
the Superior Court of the County of Maricopa, State of  
Arizona, made an order of sale authorizing the said First  
Party to sell certain real property belonging to said  
estate situated in Maricopa County, Arizona, and specified  
and particularly described in said order of sale; which  
order is now on file and of record in said Court and is  
hereby referred to and made a part of this indenture; and

WHEREAS, under and by virtue of said order of sale,  
said First Party on the 21st day of January, 1947,  
sold said real property subject to confirmation by said  
Court, to Second Party, for the sum of Three Hundred and  
no/100 (\$300.00) Dollars; and

WHEREAS, said Court on the 2nd day of May, 1947,  
made an order confirming said sale, and directing a con-  
veyance to be executed to the said Second Party, a  
certified copy of which order of confirmation was recorded  
on the 2nd day of May, 1947, in the office of the County  
Recorder of Maricopa County, Arizona, in Book 84 of  
Miscellaneous Records, at pages 453, 454, 455 and 456  
thereof;



BOOK 604 PAGE 358

NOW, THEREFORE, the said LA VERNE ROSS, Executrix of the Estate of John J. Ross, deceased, the First Party, pursuant to the order last aforesaid of the said Court, for and in consideration of the sum of Three Hundred and no/100 (\$300.00) Dollars, to her in hand paid by the said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Second Party, its successors and assigns forever, all the right, title, interest and estate of the said John J. Ross, deceased, at the time of his death, and also all the right, title and interest that the said estate, by operation of law or otherwise, may have acquired, other than or in addition to that of the said deceased at the time of his death, in and to all that certain real property situated in Maricopa County, Arizona, and particularly described as follows:

That part of the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section 22, Township 2 North, Range 4 East of the Gila and Salt River base and Meridian described as follows, situated in Maricopa County, Arizona:

Commencing at a point 333 feet South of the Northwest corner of the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of said Section 22; thence East Fifty (50) feet; thence South Fifty (50) feet; Thence West Fifty (50) feet; thence North Fifty (50) feet to the place of beginning;

Together with the full and free easement, right and liberty, at all times hereafter, for ingress and egress, to and from, and in connection with, the use and enjoyment of said property, to use as a road and to pass and repass upon and along that certain piece or strip of land described as follows:

STATE OF ARIZONA.

COMPARED 33608

County of Maricopa

I do hereby certify that the within instrument was filed and recorded at request of

Arcadia Water Co

Book 604

on MAY 20 1947

at

M.

Book 604

Page 358-359

WITNESS my hand and seal this 20th day of May 1947.

first above written.

ROBERT C. LAYTON, County Recorder,

By W. C. Chouteau Deputy.



BOOK 604 PAGE 359

Commencing at the Northwest corner of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22; thence East 18 feet; thence South 333 feet; thence West 18 feet; thence North 333 feet to the place of beginning;

Together with the easement, right and liberty at all times to construct, install, maintain and use a water pipe line along and under said last described piece or strip of land;

Reserving unto Grantor, her heirs and assigns, an easement of way along the west Eighteen (18) feet of that part of the West half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22, first above described.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said Second Party, its successors and assigns forever.

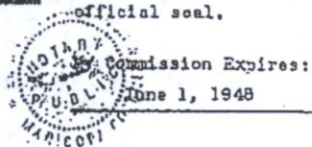
In Witness Whereof the said First Party, Executrix of the Estate of John J. Ross, deceased, has hereunto set her hand the day and year first above written.

STATE OF ARIZONA )  
County of Maricopa ) SS

On this the 14th day of May, before me,

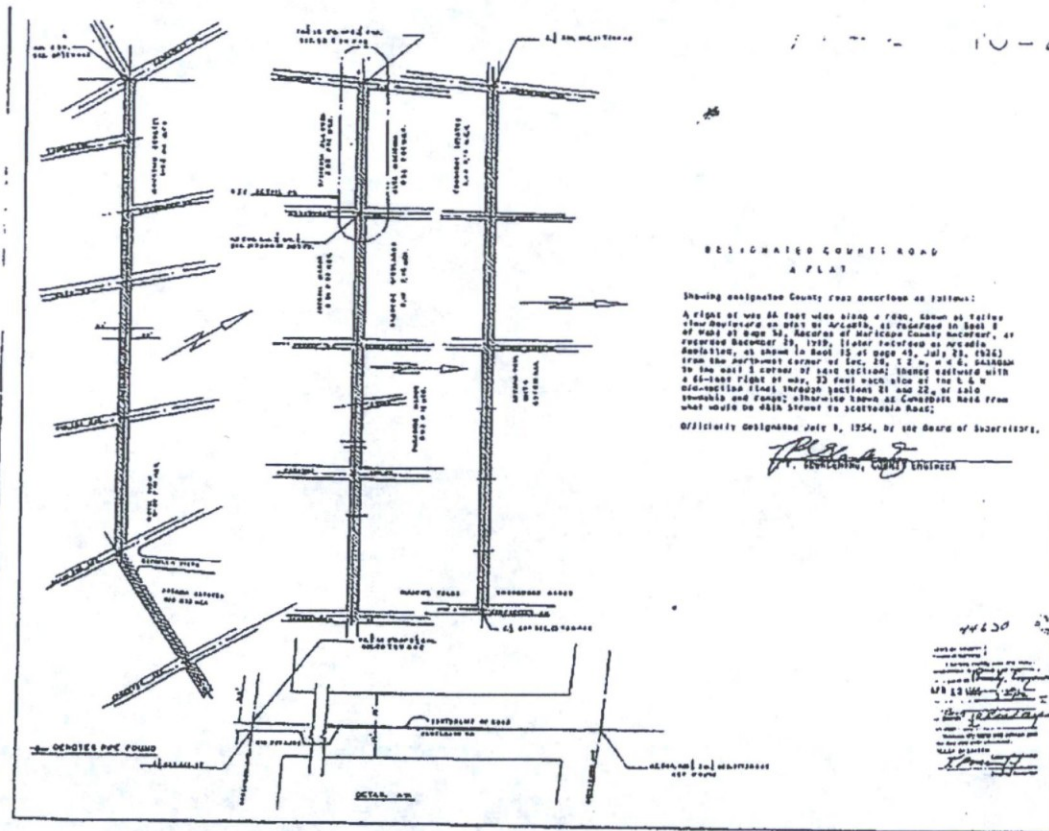
Elsine E. Stanbaugh, the undersigned Notary Public, personally appeared LA VERNE ROSS, Executrix of the Estate of John J. Ross, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for the purposes therein contained, and in the capacity therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Elsie E. Stanbaugh  
Notary Public







12-75

[illegible]

17197: Fed. Reserve

مجلس

a. Type of instance: \_\_\_\_\_

Revised to \_\_\_\_\_  
 Last of text: \_\_\_\_\_

- No. of pages Table B read: \_\_\_\_\_

State & Local Word \_\_\_\_\_

1941 03 04 24

2019年12月15日

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*[Faint handwritten notes at the bottom of the page]*

DEC 6 1967

DATE 12/12/2019

1945 25

regarding my heart and effort in  
the past year or so.

2. E. 'Belle' ottomani

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

2. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 84

ROAD FILE # 1269



13-44

# DESIGNATED COUNTY ROAD A PLAT

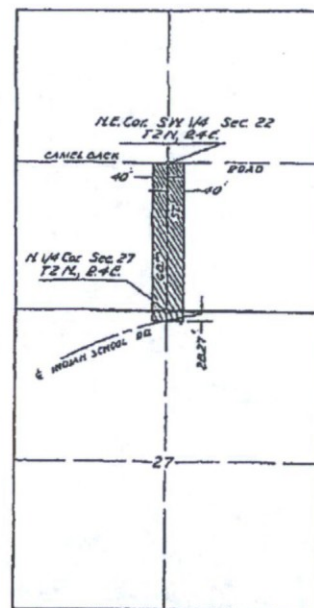
(ROAD FILE NO. 1301)

Showing Designation at a County Highway the following described lines, to-wit:

A roadway 80 feet in width being 40 feet on either side of the following described centerline:

Beginning at a point on the North-South mid-section line of Section 27, T2N, R4E of the GASKADA, said point being 24.21 feet south of the North one-quarter corner of said Section 27; thence Northerly along the mid-section lines of Sections 27 and 22, T2N, R4E to the NE corner of the SW of said Section 22, here commonly known as Monte Villa Drive (88th Street) from Indian School Road to Camelback Road.

Officially designated January 11, 1960 by The Board of Supervisors, Maricopa County, Arizona.



*[Signature]*  
Plat Commissioner  
County Engineer

16817

11.20

## FILE NUMBER

Number of Instruments  
Entered in \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
County \_\_\_\_\_  
Sub-County \_\_\_\_\_

DATE OF REVIEW

County of Maricopa

I hereby certify that the plat is

correct and true and is a true and

correct copy of the original

as shown to me by the County Engineer

on this \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ Arizona

My Comm. Expires \_\_\_\_\_

By \_\_\_\_\_

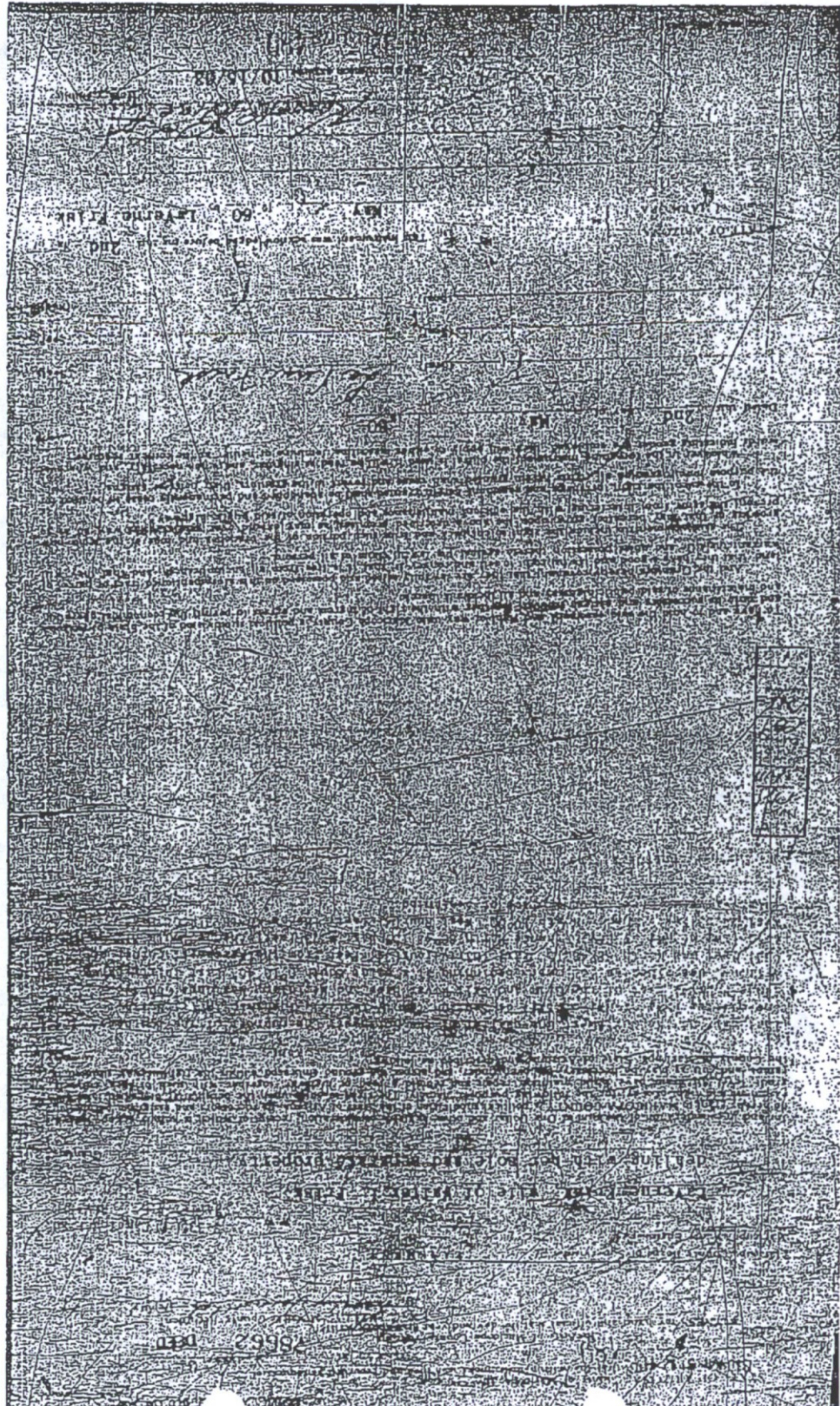
Plat Commissioner

SEC. 22, 27 T2N, R4E.



1946





POOR QUALITY ORIGINAL

POOR QUALITY ORIGINAL



GOOD QUALITY ORIGINAL  
POOR QUALITY ORIGINAL

5526-548

EASEMENT

When recorded, return to  
Right of Way Division, City of Scottsdale  
60 W. Indian School Road, Scottsdale, Ariz.

REV 650163

LA VERNE FRISK, formerly LA VERNE ROSS, wife of WALTER J. FRISK,

dealing with her sole and separate property

for and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, do hereby grant to the City of Scottsdale, a municipality created and existing under the laws of the State of Arizona, its successors and assigns, a permanent easement and right of way, for the following purposes, to-wit: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and improve a road or highway, together with such bridges, culverts, tunnels, and such as may be necessary, and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right of way created in the City of Scottsdale, State of Arizona, and described as follows:

Those certain parcels marked Exhibit A, attached hereto and made a part hereof for all intents and purposes.

To have and to hold the said easement and right of way unto the City of Scottsdale, a municipality created and existing under the laws of the State of Arizona, and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and public utilities and all incidents thereto.

And the Grantor hereby covenants that they are lawfully seized and possessed on this aforementioned tract or parcel of lands that they have a good and lawful right to sell and convey it, that it is free from all encumbrances, and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may stand over said right of way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

Whereas in the foregoing instrument the plural is used it will be read as singular, and when necessary, and whenever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 12th day of March, 1965

La Verne Frisk

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF  
COUNTY OF

This instrument was acknowledged before me this 12th day of March, 1965, by

Mrs. La Verne Frisk

My commission expires 2-22-68

My commission expires 2-22-68



5526 :549

EXHIBIT A

Parcel No. 1: The North Fifty-five (55.00) feet and the South Ten (10.00) feet of the North half of the West half of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian.

Parcel No. 2: 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 lying between a line parallel to and Fifty-five (55.00) feet South of the North line of said Southeast quarter, a line parallel to and Forty (40.00) feet East of the West line of said Southeast quarter and an arc of Twenty (20.00) feet radius tangent to said lines.

Parcel No. 3: The West Forty (40.00) feet of the North half of the West half of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian; EXCEPT that part described as follows:

Commencing at a point 333 feet South of the Northwest corner of the Southeast quarter of said Section 22, thence East 50 feet, thence South 50 feet, thence West 50 feet, thence North 50 feet to the point of beginning.

01-DEED

78570

WARRANT  
of the  
County of Pima  
State of Arizona  
do hereby certify that the  
above described land is  
the same as that described  
in the deed of the  
County of Pima  
State of Arizona  
dated and recorded as  
above.

County Recorder  
Pima County  
Arizona  
1950



132190

RECD 14152  
EXPIRES 17-44When recorded, mail to  
CITY CLERK'S OFFICE  
ROOM 410, MUNICIPAL BUILDING  
211 WEST WASHINGTON  
PHOENIX, ARIZONA 85002CALLAND  
262-6136

For use by County Recorder

24-R. AGR.

JUN 22 30 598

CITY OF PHOENIX, ARIZONA  
Finance Department  
DIVISION OF REAL ESTATE

JF:jj 17-44

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable considerations,  
W. R. SCHULZ AND ASSOCIATES, an Arizona corporation

Grantor, hereby grants to the City of Phoenix, a municipal corporation of the State of Arizona, Grantee, an easement for water lines and fire hydrant purposes in the following-described real property situated in the City of Phoenix, County of Maricopa, State of Arizona, to-wit:

Those parts of the North half of the West half of the Northwest quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East, G&amp;SR&amp;M, designated as Parcels No. 1, No. 2, No. 3, and No. 4; said Parcels being described as follows:

PARCEL NO. 1

The East 3 feet of the West 43 feet of the South 5 feet of the North 271 feet of said North half.

PARCEL NO. 2The West 16 feet of the East 38 feet of said North half;  
EXCEPT the North 55 feet and the South 10 feet thereof.PARCEL NO. 3

The West 22 feet of the East 60 feet of the South 12 feet of the North 287 feet of said North half.

PARCEL NO. 4

The West 22 feet of the East 60 feet of the North 12 feet of the South 87 feet of said North half.

Grantor herein covenants and agrees that no permanent buildings or structures other than removable type wooden or wire fences shall be erected over this easement.

TO HAVE AND TO HOLD the easement hereinabove described, together with all and singular the rights and appurtenances thereto in any wise belonging to the Grantor for the use and benefit of the public as a right of way for water lines and fire hydrant purposes.

IN WITNESS WHEREOF, the W. R. SCHULZ AND ASSOCIATES, an Arizona corporation  
has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized, this 16<sup>th</sup> day of JUNE 1970  
W. R. SCHULZ AND ASSOCIATES, an Arizona corporationBy: W. R. Schulz

By: \_\_\_\_\_

STATE of Arizona )  
County of Maricopa ) ss.On this 16th day of June, 1970, before me, the undersigned officer, personally appeared W. R. Schulz and \_\_\_\_\_ who acknowledged themselves to be the Vice President and \_\_\_\_\_, respectively, of W. R. SCHULZ & ASSOCIATES, and that they, as such Vice President and \_\_\_\_\_, being authorized so to do, executed the foregoing instrument in the capacity therein stated and for the purposes therein contained, by signing the name of the corporation by themselves as Vice President, and \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and official seal,

My Commission expires 11/10/72 Walter E. K. K. K. Notary Public  
16-84D  
Nov 3-66

WATER LINES



11128

DKT 8230 PAGE 599

STATE OF ARIZONA }  
County of Maricopa }

I hereby certify that the within  
Instrument was filed and re-  
corded at request of

PHOENIX CITY & CO

JUL 21 1970-485  
In Docket 8230

DN 8230 598-599  
Witness my hand and official  
seal the day and year above.

Paul W. Albrecht

By *[Signature]* County Recorder  
JUL 21 1970

100



PHOENIX, ARIZ 85:01

## H. des p. 4.1 Paris

21509

RW #368 LW  
Co. Maricopa  
-173-43- - - -

KNOW ALL THESE MEN BY THE U. P. P. S. S. S.

7. W. R. SCHULZ AND ASSOCIATES, an Arizona corporation

and a consideration of the sum of One Dollar, and other expenses mentioned, several of which are hereby acknowledged, duly being given to the HAITI RIVER DISTRICT AGRICULTURAL, HORTICULTURAL AND PIONEER SOCIETY, a point of administration of the South American, at a meeting held at the residence of the said Society, on the 15th day of May, 1900, the said Society, together with its members, and others who were present, and their representatives, through the order and vote of the following the said Society.

The South 7 feet of the East 160 feet of the West 207 feet of the South half of the Northwest quarter of the Northwest 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.

ALSO:

The East 7 feet of the West 47 feet of the South 38 feet of said South half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 22.



FEB 3 71-11 90  
8517  
937-140  
Hardy recording  
E7 - L.C.  
FEB 3 71-11 90

**CAUTION:** The above does not constitute a warranty of any kind, and the user assumes all responsibility for the use of the equipment. The user is advised to read the instructions carefully and to use the equipment in a safe and proper manner. The user is also advised to use the equipment in a safe and proper manner.

**THE WARRANTY:** The warranty is limited to the equipment and does not extend to the user. The warranty is limited to the equipment and does not extend to the user. The warranty is limited to the equipment and does not extend to the user.

**THE WARRANTY:** The warranty is limited to the equipment and does not extend to the user. The warranty is limited to the equipment and does not extend to the user. The warranty is limited to the equipment and does not extend to the user.

25/11/1986  
Vice President

ATTEST: [Signature]  
Secretary

In witness whereof I have hereunto set my hand and official seal.

11. 11. 74

Notary Public



RIGHT OF WAY DIV.  
SALT RIVER PROJECT  
P. O. BOX 1920  
PHOENIX, ARIZ. 85001

24-R AGR 100859 EASEMENT

Unrecorded Deeds

R/W 2368 L.W.  
Co. Maricopa  
173-63

KNOW ALL THESE MEN BY THESE PRESENTS:

BY 8700 PAGE 50

W. E. SCHULTZ & ASSOCIATES, AN ARIZONA CORPORATION

In and to the effect of the sale of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT, hereinafter referred to as the PROJECT, a right of way, easement, and privilege in, over, and upon the following described property, together with its appurtenances, and with and under all other appurtenances thereto, to, over, and under the following described property:

The Northwest quarter of the Northwest 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; EXCEPT that portion commencing at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 50 feet; thence South 50 feet; thence West 50 feet; thence North 50 feet to the point of beginning.

Said easement being 7.0 feet in width, 3.5 feet on each side of the following described centerline:

Commencing at a point on the West line of said Northwest quarter of the Northwest quarter of the Southeast quarter of Section 22, which bears South (assumed bearing) a distance of 263.5 feet from the Northwest corner thereof; thence North 89° 57' East 40.0 feet to THE TRUE POINT OF BEGINNING of the easement herein described; thence continue North 89° 57' East 146.6 feet to a Point "A"; thence from said Point "A" extend South 00° 31' East 55.5 feet; thence West 9.0 feet to a terminal point. Also from said Point "A" extend North 89° 57' East 60.0 feet to a Point "B"; thence from said Point "B" extend North 15° 32' East 44.1 feet to a terminal point. Also from said Point "B" extend North 88° 55' East 214.6 feet to a Point "C"; thence from said Point "C" extend South 14° 23' West 53.8 feet; thence South 26° 56' East 18.5 feet; thence North 88° 50' East 24.0 feet to a terminal point. Also from said Point "C" extend North 88° 55' East 132.0 feet to a Point "D"; thence from said Point "D" extend North 00° 30' West 66.0 feet; thence North 70° 01' West 21.5 feet; thence East 12.0 feet to a terminal point. Also from said Point "D" extend South 00° 30' East 386.6 feet; thence South 29° 32' West 10.0 feet, more or less, to a point on the South line of said Northwest quarter of the Northwest quarter of the Southeast quarter of Section 22.

BY 8700 PAGE 50

WY 1771-1050

PAUL H. HANSTON, Maricopa County Recorder, By W. E. Schults, Deputy

CAUTION: The above described easement is subject to the right of eminent domain and the right of the State of Arizona to take the same for public use, and the location of the same must accordingly be marked with caution.

It is GRANTED that all or all times have the right of full and free ingress and egress in said easement for the purpose heretofore specified, and the right to install other utility companies to use the right of way jointly with the Grantee for their utility purposes.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the grantor, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure to and in the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and assigns of the respective parties herein.

IN WITNESS WHEREOF, W. E. SCHULTZ AND ASSOCIATES, AN ARIZONA CORPORATION has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized, this 10th day of May 1971.

STATE OF Arizona  
County of Maricopa

ATTEST:

On this the 10th day of May, 1971, before me, Mary F. Ryan, the undersigned officer, personally appeared W. E. Schults, who acknowledged themselves to be the President and Secretary respectively of the W. E. Schults & Associates and that they as such officers respectively being authorized as to do, executed the same for the purpose therein specified by signing the name of said corporation by themselves as such officers respectively.

In testimony whereof I have hereunto set my hand and official seal.

My Commission Expires Mar. 7, 1975

My Commission Expires

Mary F. Ryan  
Notary Public



105717 105717 (24) 105717  
EASEMENT (ES)

CITY OF SCOTTSDALE

53177

non recorded return to:  
City of Scottsdale  
City Hall - Civic Center  
Scottsdale, Arizona 85261

PARCEL 173-42-6E  
PROJECT P-7840-C

LA ESPLANADA PROPERTIES, a limited partnership

Grantor(s).

For a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the following purposes, namely: The right to enter upon the hereinafter described land and grade level 4th. chain pipe construct, operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate, and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

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 lying between an arc of twenty (20) foot radius and being tangent to lines parallel to and fifty-five (55) feet south of the North line of said Southeast Quarter and parallel to and forty (40) feet East of the West line of said Southeast Quarter, and an arc of twenty-five (25) foot radius and being tangent to the said lines.

The said easement to include the right to cut back and trim each portion of the branches and tops of the trees now growing or that may hereafter grow extending over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession therein against the lawful claim of all persons.

DATED this 28th day of February, 1974

WELLS FARGO MORTGAGE INVESTORS  
a Massachusetts business trust  
BY: X *[Signature]*  
BY: X *[Signature]*  
LA ESPLANADA PROPERTIES, a limited partnership  
BY: *[Signature]*  
*[Signature]*

STATE OF *[Signature]*  
COUNTY OF *[Signature]*

This instrument was acknowledged before me this 21st day of *[Signature]*  
1974, by *[Signature]*  
In witness whereof I hereunto set my hand and official seal.

*[Signature]*  
NOTARY PUBLIC

My Commission expires *[Signature]* Expires Feb. 24, 1975



*Le... ..*

NOTARY PUBLIC  
STATE OF CALIFORNIA  
MAR 25 1974 - 1 DE  
10571

*Patricia J. Buck*  
Notary Public

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES }

On February 28, 1974, before me, the undersigned,  
a Notary Public in and for said State, personally appeared,  
Peter A. Douglas, known to me to be in the Secretary  
and Nicholas L. Romano known to me  
to be the Assistant Secretary of the Trust that executed  
the within instrument, known to me to be the persons who executed  
the within instrument on behalf of the Trust, and acknowledged to  
me that such Trust executed the within instrument.

WITNESS my hand and official seal.



*Patricia J. Buck*  
Patricia J. Buck, Notary Public

TO 10571R 2  
M10571R-2-1



04105446 970

CITY OF SCOTTSDALE

53177

EASEMENT

then recorded return to:  
City of Scottsdale  
City Hall - Civic Center  
Scottsdale, Arizona 85251

PARCEL 173-43-6E  
PROJECT P-7Q10-C

LA ESPLANADA PROPERTIES, a limited partnership

Grantor(s).

for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, construct, operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

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 lying between an arc of twenty (20) foot radius and being tangent to lines parallel to and fifty-five (55) feet South of the North line of said Southeast Quarter and parallel to and forty (40) feet East of the West line of said Southeast Quarter, and an arc of twenty-five (25) foot radius and being tangent to the said lines.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow or extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

DATED this 28th day of February, 1974

WELLS FARGO MORTGAGE INVESTORS,

a Massachusetts business trust

BY: X

BY: Y

STATE OF  
COUNTY OF

This instrument was acknowledged before me this day of

196 , by

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

COMMISSION EXPIRES

My Commission expires



DU10544p 971

STATE OF CALIFORNIA }  
County of Maricopa } ss  
I hereby certify that the within-  
in instrument is filed and re-  
corded at the office of the CITY OF SCOTTSDALE  
MAR 6 1974 -12 15

in Doc# 10544  
on 10 970 971  
I am the official  
Secretary of the said

By *Patricia J. Buck*  
Deputy Recorder

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On February 28, 1974, before me, the undersigned,  
a Notary Public in and for said State, personally appeared  
Peter A. Snowden, known to me to be the Secretary  
and Michele L. Romano known to me  
to be the Assistant Secretary of the Trust that executed  
the within instrument, known to me to be the persons who executed  
the within instrument on behalf of the Trust, and acknowledged to  
me that such Trust executed the within instrument.

WITNESS my hand and official seal.



*Patricia J. Buck*  
Patricia J. Buck, Notary Public



650411

## EASEMENT

### Underground Power

001056706 678

R W# 368 AGT REL  
COUNTY Maricopa  
DARCEL # 173-43-6E

LA ESPLANADA PROPERTIES, a limited partnership, as Lessee.

and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the said EVER PROSPER AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors or assigns, the right, essential and privileged to construct, operate and maintain a large and extensive generating, transmitting and distributing power and energy and other appurtenances through, over, under and across the following described property:

The East 7.0 feet of the South 7.0 feet of the North 8.5 feet  
AND the West 7.0 feet of the North 7.0 feet of the South 45.0  
feet of the following described property:

The North half of the West half of the Northwest quarter of the Southeast quarter of Section Twenty-two (22), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
EXCEPTING that part described as follows:

beginning at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 90 feet; thence South 50 feet; thence West 90 feet; thence North 50 feet to the point of beginning.

ALSO EXCEPT the North 55.0 feet and the West 40.0 feet for roadway.

The Grantor's interest in the above described parcel consists in a leasehold interest only (as delineated in that certain lease recorded in Docket 9017, page 237).

STATE OF ARIZONA } ss  
County of Maricopa }

SALT SPRING LAKE UTAH H.P.  
MAR 27 1964 - 4 PM  
RE MODEL 1056Z  
CZ TIME 6ZP  
TO DIRECTOR AND OFFICE  
FROM SAC, THE CLS AND JURY REPORTED.  
JURY HAS NO CONVICTION  
GARY RICHARDSON  
CLERKLY RECORDS  
DEPUTY RECORDER  
10-2

CAUTION: The above described element contains high voltage electrical equipment and notice is hereby given that the location of voltage and electrical ground is not away from the location indicated in the above description, therefore all persons who may operate in the area must accordingly proceed with caution.

The GRANTEE shall not claim the right of infringed free system and agree to assign to the Grantor for its purpose business specifically the right to permit with approval to use the right in any part of the Grantor for their utility purpose.

In the event the right, privilege and assessments being granted shall be abandoned and permanently assigned to be used for the purpose being granted, all rights being granted shall come and be vested in the Grantor, their heirs or assigns.

The covenants and agreements herein set forth shall stand and remain in force and to the benefit of and shall be binding on the heirs, successors in ownership and estate and assigns of the respective parties hereto.

16/11/1974  
 Dated this 16th day of November 1974  
 LA ESPANADA PROPERTIES, a limited Partnership  
 By: W. R. SCHULZ & ASSOCIATES, an Arizona Corporation  
 General Partner  
 W. R. Schulz  
 Vice President

STATE OF ARIZONA } This instrument was acknowledged before me this 22<sup>nd</sup> day of  
County of Maricopa } January 1974 by  
WILLIAM J. HICKEY

My commission will expire May 30, 1977

Clarkson Fargless  
Hafslund Publiser



When recorded return to  
Right of Way Division  
Salt River Project  
P. O. Box 1980  
Phoenix, Arizona 85001

68042  
**EASEMENT**

Underground Power

00105676 679

R/W: 368 AGT. VDH  
COUNTY: MARICOPA  
PARCEL: 173-43-68

WELLS FARGO MORTGAGE INVESTORS, A Massachusetts Business Trust,

For and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged as loan by grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, operate and maintain underground electrical conduits, together with its manholes, transformer pads and vaults and other appurtenances through, over, under and across the following described property:

The East 7.0 feet of the South 7.0 feet of the North 8.5 feet AND the West 7.0 feet of the North 7.0 feet of the South 45.0 feet of the following described property:

The North half of the West half of the Northwest quarter of the Southeast quarter of Section Twenty-two (22), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
EXCEPTING that part described as follows:

COMMENCING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 90 feet; thence South 50 feet; thence West 90 feet; thence North 50 feet to the point of beginning.

ALSO EXCEPT the North 55.0 feet and the West 40.0 feet for roadway.

UNITED STATES  
COUNTY OF MARICOPA

I hereby certify that the within instrument was filed and recorded at request of

SALT RIVER PROJECT  
MAR 11 1974

in Book 10567  
on page 679

Witness my hand and official seal the day and year aforesaid

Notary Public

County Recorder

By [Signature]  
Deputy Recorder

CAUTION: The above described easement contains high voltage electrical equipment and notice is hereby given that the location of underground electrical conduits may vary from the location indicated in the above description, therefore all persons who may excavate in the area must accordingly proceed with caution.

The GRANTEE shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified, and the right to permit other utility companies to use the right of way jointly with the Grantee for their utility purposes. In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein specified, all rights herein granted shall revert and revert to the grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and assigns of the respective parties hereto.

Dated this 11th day of March, 1974

WELLS FARGO MORTGAGE INVESTORS,  
a Massachusetts business trust

(Seal) [Signature] (Seal)  
(Seal) [Signature] (Seal)  
(Seal) [Signature] (Seal)

STATE OF Arizona  
County of Maricopa

This instrument was acknowledged before me this 13th day of March, 1974, by  
PETER A. SNOWDEN





When recorded return to  
Land Management Department  
Salt River Project  
P. O. Box 1981  
Phoenix, Arizona 85001

DI15610E 782  
**EASEMENT**

Underground Power

R/W # 368 AGT. RW  
COUNTY Maricopa  
PARCEL # 173-43-6E

LA ESPLANADA PROPERTIES, a limited partnership

358632

For and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, operate and maintain underground electrical conduits, together with its manholes, transmission poles and vaults and other appurtenances through, over, under and across the following described property:

The North 12.0 feet of the East 16.0 feet of the following described property:

The North half of the West half of the Northwest quarter of the Southeast quarter of Section Twenty-two (22) Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPTING that part described as follows:

COMMENCING at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of the Southeast quarter of said Section 22; thence East 90 feet; thence South 50 feet; thence West 90 feet; thence North 50 feet to the point of beginning.

ALSO EXCEPT the North 55.0 feet and the West 40.0 feet for roadway.

STATE OF ARIZONA }  
County of Maricopa }

I hereby certify that the within instrument was read and recorded at request of  
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

OCT 29 1981 - 4 00

in D. C. 15610  
on 782  
W. R. Schulz & Associates  
General Manager  
By Kimball Bernard order  
Deputy Recorder

200

CAUTION: The above described easement contains high voltage electrical equipment and notice is hereby given that the location of underground electrical conduits may vary from the locations indicated in the above description, therefore all persons who may excavate in the area must accordingly proceed with caution.

The GRANTEE shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified, and the right to permit other utility companies to use the right of way jointly with the Grantee for their utility purposes.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 12 day of October, 1981.

Kimball Bernard (Seal) \_\_\_\_\_ (Seal)  
General Manager

W.R. Schulz & Associates general partner \_\_\_\_\_ (Seal)

STATE OF ARIZONA }  
County of Maricopa }

This instrument was acknowledged before me this 12 day of October, 1981, by Kimball Bernard

Barbara Russell  
12/21/84

Notary Public

My commission will expire





OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2001-1119992 11/29/01 14:26  
5 OF 29

REYESA

NOTICE OF TELECOMMUNICATION SERVICE  
AND NON-EXCLUSIVE ACCESS AGREEMENT

Orchidtree Apartments  
6801 E Camelback Road  
Scottsdale, AZ 85251  
278 Units

PLEASE TAKE NOTICE that COXCOM, a Delaware corporation d/b/a Cox Communications Phoenix, Inc., ("COX"), has entered into an agreement dated, February 2, 2001, with the owner of the above property which entitles COX to provide cable television and/or other programming and telecommunications services to all residential units located on the Property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the agreement provides COX with non-exclusive rights of ingress and egress necessary or useful to provide such service and maintain its equipment and other facilities. The Agreement also provides that all reception and service equipment and wiring installed on the Property shall be and remain the property of COX for its exclusive use.

The agreement binds any successors and assigns of the Owner in accordance with its terms. A copy of the agreement will be provided to any properly interested person upon written request.

By this notice, COX requests that it receive notice of any pending trustee or foreclosure sale or bankruptcy proceeding sent to:

Business Development  
Cox Communications  
20401 N. 29<sup>th</sup> Avenue  
Phoenix, AZ 85027

IN WITNESS WHEREOF, the undersigned has set his hand this 26 day of Nov, 2001.

COXCOM, INC.

By: [Signature]  
Howard Tigerman, Vice President of Business Operations

SUBSCRIBED AND SWORN TO before me this 26 day of Nov, 2001.

[Signature]

Notary Public

My Commission Expires:





20011119992

20011119992

LEGAL DESCRIPTION

The North half of the West half of the Northwest 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;

EXCEPT that part described as follows:

Beginning at a point 333 feet South of the Northwest corner of the West half of the Northwest quarter of  
the Southeast quarter of said Section 22;

Thence East 90 feet;

Thence South 50 feet;

Thence West 90 feet;

Thence North 50 feet to the POINT OF BEGINNING.



# SCOTTSDALE AIR CONDOMINIUMS REPLAT

A REPLAT OF "SCOTTSDALE AIR CONDOMINIUMS" AS RECORDED IN BOOK 293 OF MAPS, PAGE 2, M.C.R. AND A PORTION OF THE ACCESS ROAD PER THE FINAL PLAT OF "THUNDERBIRD INDUSTRIAL AIRPARK No. 3" AS RECORDED IN BOOK 145, PAGE 28, M.C.R. BEING PART OF THE NORTHWEST QUARTER OF SECTION 11, T3N, R4E OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA  
OWNER: THE RUSSELL LYON SURVIVOR'S TRUST DATED APRIL 23, 2008, AS AMENDED, A SURVIVOR'S TRUST CREATED UNDER THE TERMS OF THE LYON FAMILY TRUST AGREEMENT DATED FEBRUARY 16, 2005, AS AMENDED

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20120180582 03/05/2012 10:18  
BOOK 1108 PAGE 49  
ELECTRONIC RECORDING  
AIRCONDOS24813-2-1-1-M-  
mdevitttr

## DEDICATION:

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS: THAT THE RUSSELL LYON SURVIVOR'S TRUST DATED APRIL 23, 2008, AS AMENDED, A SURVIVOR'S TRUST CREATED UNDER THE TERMS OF THE LYON FAMILY TRUST AGREEMENT DATED FEBRUARY 16, 2005, AS AMENDED, AS OWNER, HAS REPLATED UNDER THE NAME "SCOTTSDALE AIR CONDOMINIUMS REPLAT", A REPLAT OF "SCOTTSDALE AIR CONDOMINIUMS" PREVIOUSLY RECORDED IN BOOK 293 OF MAPS, PAGE 2 M.C.R., AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR "SCOTTSDALE AIR CONDOMINIUMS REPLAT", AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE BUILDINGS, UNITS (HANGARS), COMMON ELEMENTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH SHALL BE KNOWN BY THE LETTER OR NAME GIVEN EACH AS SHOWN ON SAID PLAT. THE PURPOSE OF THIS REPLAT IS TO ADD THE ABANDONED RIGHT-OF-WAY PER CITY OF SCOTTSDALE CASE 3-AB-2009 TO THE OVERALL PROPERTY AND COMMON AREA OF SCOTTSDALE AIR CONDOMINIUMS.

THE RUSSELL LYON SURVIVOR'S TRUST DATED APRIL 23, 2008, AS AMENDED, A SURVIVOR'S TRUST CREATED UNDER THE TERMS OF THE LYON FAMILY TRUST AGREEMENT DATED FEBRUARY 16, 2005, AS AMENDED, AS OWNER, HEREBY GRANTS TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION:

1. A PERPETUAL, PUBLIC UTILITY EASEMENT (P.U.E.) UPON, OVER, UNDER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR UNDERGROUND UTILITIES, ABOVE GROUND APPURTENANCES AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND REPLACEMENT FROM TIME TO TIME OF PIPES, MANHOLES, ACCESS VAULTS AND OTHER IMPROVEMENTS RELATED THERETO.

THE RUSSELL LYON SURVIVOR'S TRUST DATED APRIL 23, 2008, AS AMENDED, A SURVIVOR'S TRUST CREATED UNDER THE TERMS OF THE LYON FAMILY TRUST AGREEMENT DATED FEBRUARY 16, 2005, AS AMENDED, AS OWNER, HEREBY GRANTS FOR THE BENEFIT OF LOT 73A OF "THUNDERBIRD INDUSTRIAL AIRPARK LOT 73" A NON-EXCLUSIVE EASEMENT FOR AIRCRAFT STAGING AND MANEUVERING RIGHTS OVER THE NORTH 50 FEET OF THE PROPERTY AS SHOWN HEREON.

OWNER WARRANTS THAT THIS CONDOMINIUM IS IN COMPLIANCE WITH CITY OF SCOTTSDALE'S LAND DIVISIONS ORDINANCE, AND THE DESIGN STANDARDS AND POLICIES MANUAL SPECIFICATIONS.

OWNER WARRANTS TO THE CITY OF SCOTTSDALE THAT IT IS THE SOLE OWNER OF THE PROPERTY ON THIS PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING ANY INTEREST IN THE PROPERTY ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO OR JOINED IN THIS PLAT, AS EVIDENCED BY THE INSTRUMENTS WHICH ARE RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH THE OWNER WILL RECORD NO LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS IN FAVOR OF THE GRANTEE'S SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, SCOTT BENNETT LYON TRUSTEE OF THE RUSSELL LYON SURVIVOR'S TRUST DATED APRIL 23, 2008, AS AMENDED, A SURVIVOR'S TRUST CREATED UNDER THE TERMS OF THE LYON FAMILY TRUST AGREEMENT DATED FEBRUARY 16, 2005, AS AMENDED AS OWNER, HAVE HEREUNTO CAUSED HIS OR HER NAME TO BE SIGNED,

DATED THIS 29th DAY OF FEBRUARY, 2012

BY: [Signature]

## ACKNOWLEDGMENT:

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF FEBRUARY, 2012

BY SCOTT BENNETT LYON TRUSTEE OF THE RUSSELL LYON SURVIVOR'S TRUST DATED APRIL 23, 2008, AS AMENDED, A SURVIVOR'S TRUST CREATED UNDER THE TERMS OF THE LYON FAMILY TRUST AGREEMENT DATED FEBRUARY 16, 2005, AS AMENDED

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 0-12-2013



## APPROVAL:

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

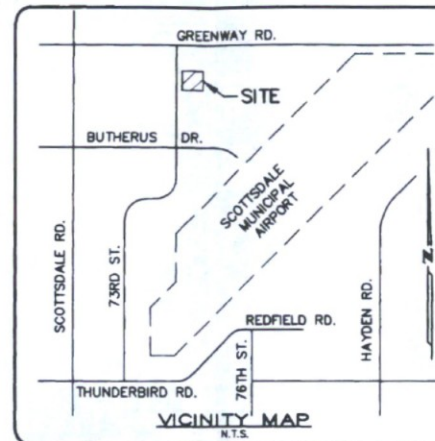
BY [Signature]  
CHIEF DEVELOPMENT OFFICER

8/2/2012  
DATE

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH STAFF APPROVAL CASE No. 246-SA-2010 AND ALL CASE RELATED STIPULATIONS.

BY [Signature]  
PROJECT COORDINATOR

8/1/12  
DATE



## OWNER

THE RUSSELL LYON SURVIVOR'S TRUST,  
305 EAST GREENWAY RD.  
SCOTTSDALE, AZ 85260  
CONTACT: TERRY RAKOW  
TEL: 602-322-4067

## PREPARED BY

SITE CONSULTANTS, INC.  
113 SOUTH ROCKFORD DRIVE  
TEMPE, ARIZONA 85281  
CONTACT: GARY E. STOCKER  
TEL: 480-894-2820  
FAX: 480-894-2847

## REFERENCE DOCUMENTS:

- (R) FINAL PLAT "THUNDERBIRD INDUSTRIAL AIRPARK No. 3-A" RECORDED BOOK 160, PAGE 8 M.C.R.
- (R1) FINAL PLAT "THUNDERBIRD INDUSTRIAL AIRPARK No. 3" RECORDED BOOK 145, PAGE 28 M.C.R.
- (R2) SCOTTSDALE RESEARCH PARK MAP OF DEDICATION RECORDED BOOK 259, PAGE 38 M.C.R.

## SHEET INDEX:

SHEET 1 COVER SHEET  
SHEET 2 PLAT MAP

## AREA:

NET = 1.4140 ACRES OR 61,594 SQ.FT.

## LEGAL DESCRIPTION:

PARENT PARCEL LEGAL DESCRIPTION:  
UNITS A, B, C AND D, SCOTTSDALE AIR CONDOS I, ACCORDING TO DECLARATION OF HORIZONTAL PROPERTY REGIME/CONDOMINIUM RECORDED IN DOCUMENT No. 86-014807, AND SHOWN AS HANGARS A, B, C AND D ON THE CONDOMINIUM PLAT RECORDED IN BOOK 293 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA;

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND PLAT AND ANY ANNEXATION THERETO.

TOGETHER WITH THE SOUTH 1/2 OF THE ABANDONED ACCESS ROAD RIGHT-OF-WAY, PER C.O.S. CASE NO. 3-AB-2009.

## BASIS OF BEARING:

THE BASIS OF BEARING IS SOUTH 89 DEGREES 39 MINUTES 50 SECONDS EAST ALONG THE MONUMENTED CENTERLINE OF GREENWAY ROAD PER FINAL PLAT OF "THUNDERBIRD INDUSTRIAL AIRPARK NO.3-A" RECORDED IN BOOK 160 OF MAPS, PAGE 8, MARICOPA COUNTY RECORDER.

## BENCHMARK:

BRASS CAP ON SURFACE AT THE INTERSECTION OF BUTHERUS RD. AND 75TH ST.  
ELEV=1463.465 CITY OF SCOTTSDALE DATUM JUNE, 1983, NGVD '29, PER BOOK 293, PAGE 2, M.C.R.

## NOTES:

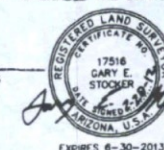
1. THIS DEVELOPMENT IS ON THE CITY OF SCOTTSDALE WATER SYSTEM, WHICH HAS A CERTIFICATION OF ASSURED WATER SUPPLY.
2. DO NOT SCALE DRAWING; FOLLOW DIMENSIONS SHOWN.
3. DIMENSIONS SHOWN FROM BUILDING EXTERIOR TO PROPERTY LINE ARE PERPENDICULAR TO THE RESPECTIVE PROPERTY LINE.
4. UNIT DIMENSIONS SHOWN ARE TO THE INTERIOR OF EACH UNIT'S FINISHED BUT UNDECORATED CEILING, FLOOR, AND EXTERIOR WALLS, AND ARE PER "SCOTTSDALE AIR CONDOMINIUMS" BOOK 293 OF MAPS, PAGE 2, M.C.R., UNIT ELEVATION REFERENCES ARE BASED ON THE BENCHMARK NOTED HEREON, AS PER "SCOTTSDALE AIR CONDOMINIUMS" BOOK 293 OF MAPS, PAGE 2, M.C.R.
5. PARKING SPACES SHOWN ARE NUMBERED FOR IDENTIFICATION PURPOSES ONLY AND ARE NOT INTENDED TO INDICATE ASSIGNMENT FOR INDIVIDUAL USE OF ANY ONE UNIT.
6. ALL EXTERIOR WALLS, FENCES, PARKING LOT, LANDSCAPING, ETC. AREA COMMON ELEMENTS.
7. THIS CONDOMINIUM PLAT IS GOVERNED BY THE "DECLARATION OF HORIZONTAL PROPERTY REGIME/CONDOMINIUM OF SCOTTSDALE AIR CONDO I LIMITED PARTNERSHIP", AS RECORDED AT RECORDER'S No. 86-014807, AND SUBSEQUENT AMENDMENTS THERETO.
8. THE PROPERTY LIES WITHIN AN AIRPORT AIRSPACE AND HAS GRANTED AN AVIGATION EASEMENT TO THE CITY OF SCOTTSDALE AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT No. 2010-0130287.

## CERTIFICATION:

THIS IS TO CERTIFY THAT

1. I AM A LAND SURVEYOR REGISTERED TO PRACTICE IN ARIZONA;
2. THIS PLAT WAS MADE UNDER MY DIRECTION;
3. THIS PLAT MEETS THE "MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS";
4. THE SURVEY AND DIVISION OF THE SUBJECT PROPERTY DESCRIBED AND PLATTED HEREON WERE MADE DURING THE MONTH OF JUNE, 2011;
5. THE SURVEY IS TRUE AND COMPLETE AS SHOWN;
6. MONUMENTS SHOWN ACTUALLY EXIST;
7. THEIR POSITIONS ARE CORRECTLY SHOWN; AND
8. SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]  
GARY E. STOCKER R.L.S. # 17516



2-28-2012  
DATE

3-AB-2010#2  
11/30/2017

**Site Consultants, Inc.**  
ENGINEERS • SURVEYORS • CONSULTANTS  
113 SOUTH ROCKFORD DRIVE, TEMPE, ARIZONA 85281  
TEL: (480) 894-2820, FAX: (480) 894-2847

PROJECT NO.: 1847  
SCALE: NO SCALE  
DRAWN BY: MJA  
CHECKED BY: GES  
DATE: 02-28-2012  
DWG: 1847-V-PLAT-condo

1  
OF  
2

246-SA-2010 3-AB-2009 PLAN CHECK #384-11



# SCOTTSDALE AIR CONDOMINIUMS REPLAT

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20120180582 03/05/2012 10:18  
BOOK 1108 PAGE 49  
ELECTRONIC RECORDING  
AIRCONDOS24813-2-1-1-M-  
mdevitttr

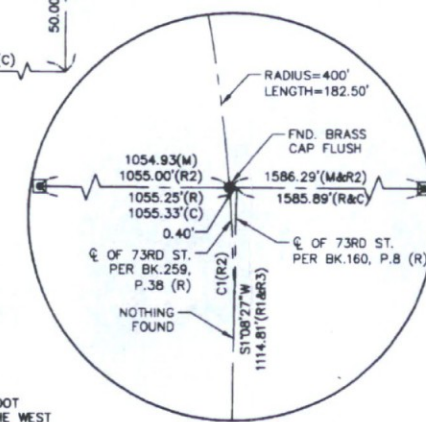
78TH ST.

SCALE

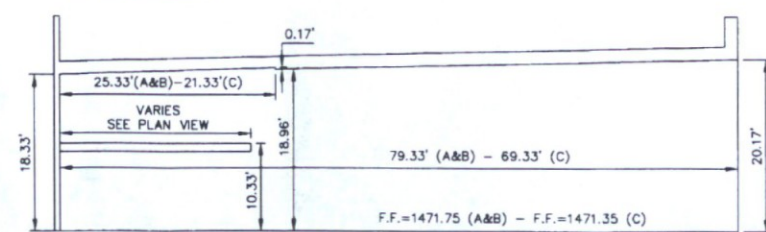
1" = 30 ft.

## LEGEND:

- PROPERTY LINE
- - - LOT LINE
- - - CENTER LINE
- - - EASEMENT LINE
- ⊙ FOUND BRASS CAP IN HAND HOLE
- ⊙ BRASS CAP FLUSH
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET 1/2" REBAR WITH CAP RLS #17516 UNLESS OTHERWISE NOTED
- PUBLIC UTILITY EASEMENT
- VEHICULAR NON ACCESS EASEMENT
- FINISH FLOOR
- BOOK
- PAGE
- FOUND
- RIGHT OF WAY
- ASSESSOR PARCEL NUMBER
- RECORD PER REFERENCED DOCUMENT
- MEASURED
- CALCULATED

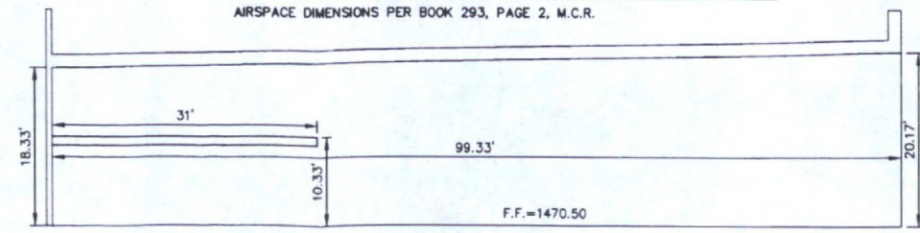


DETAIL 'A'



TYPICAL SECTION - HANGARS A,B & C

AIRSPACE DIMENSIONS PER BOOK 293, PAGE 2, M.C.R.



TYPICAL SECTION - HANGAR D

AIRSPACE DIMENSIONS PER BOOK 293, PAGE 2, M.C.R.

NOTE: ALL BUILDINGS AND UNIT DIMENSIONS SHOWN HEREON ARE PER BOOK 293, PAGE 2, M.C.R. BUILDING TIES TO BOUNDARY ARE BASED ON ACTUAL FIELD MEASUREMENTS PERFORMED IN CONNECTION WITH THIS REPLAT.



**Site Consultants, Inc.**  
ENGINEERS • SURVEYORS • CONSULTANTS  
113 SOUTH ROCKFORD DRIVE, TEMPE, ARIZONA 85281  
TEL: (480) 894-2820, FAX: (480) 894-2847

PROJECT NO.: 1847  
SCALE: 1" = 30'  
DRAWN BY: MJA  
CHECKED BY: GES  
DATE: 02-28-2012  
DWG: 1847-V-PLAT-condo

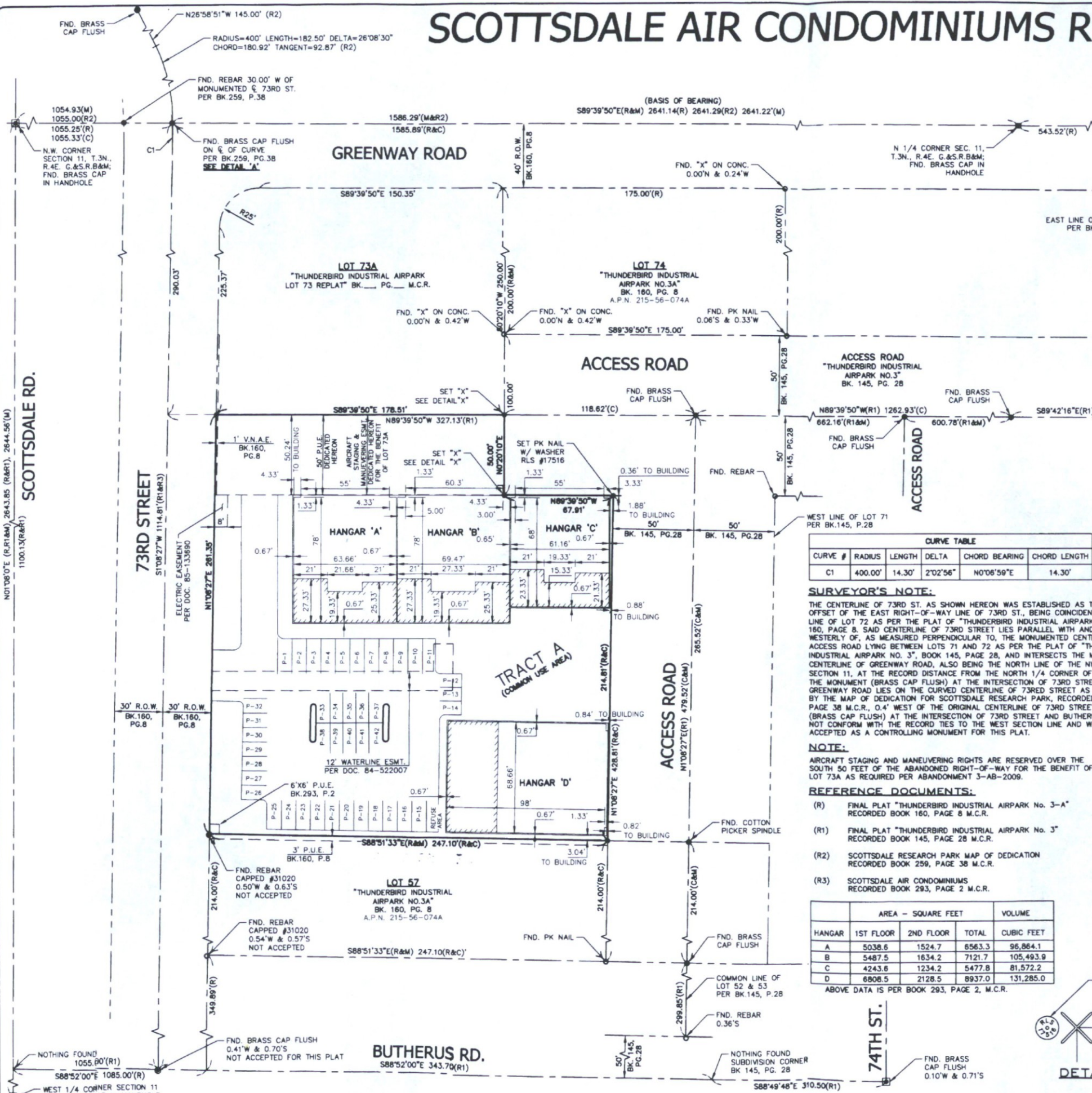
3-AB-2010#2

11/30/2017

PLAN CHECK #384-11

3-AB-2009

246-SA-2010







optima<sup>®</sup>

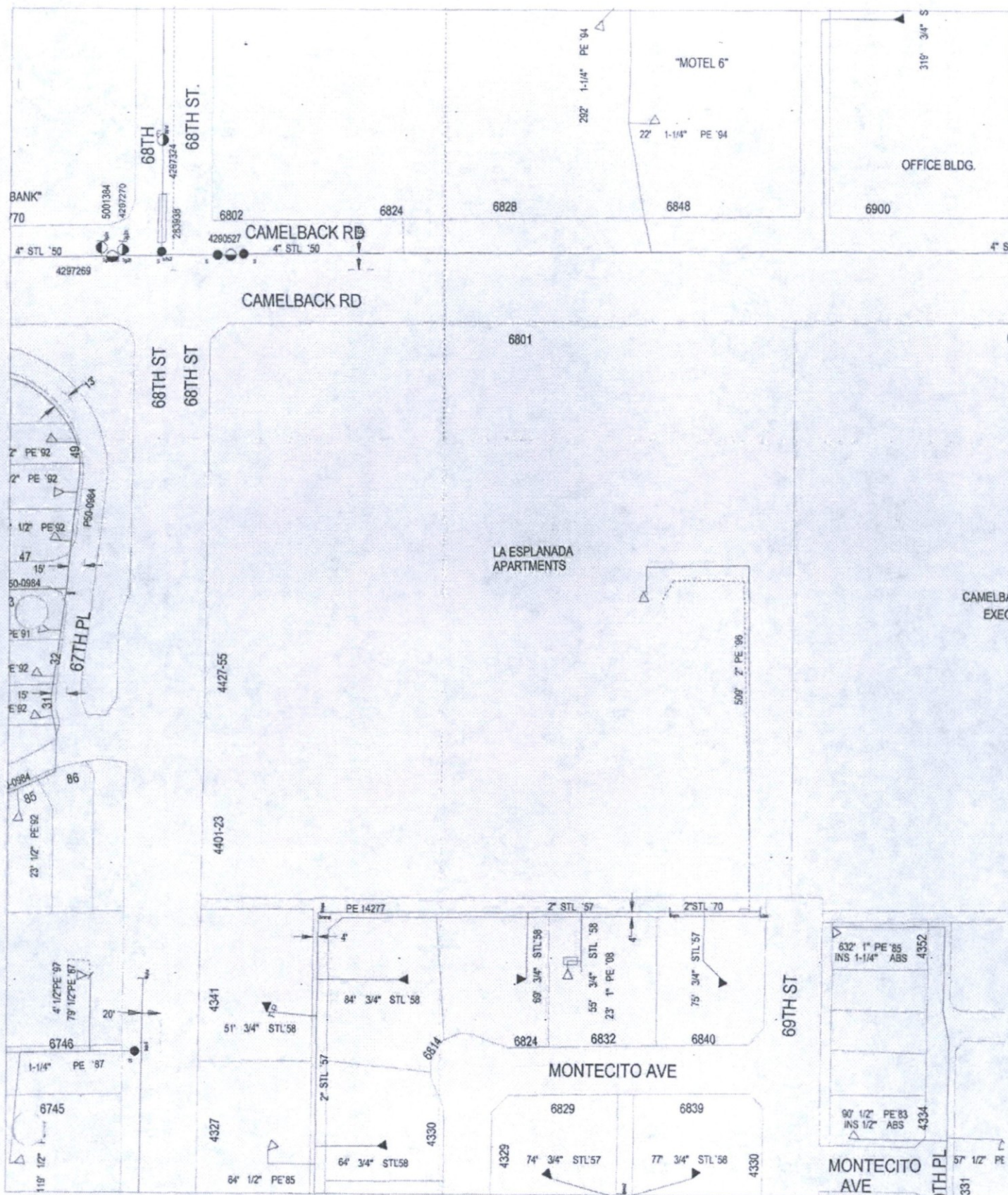
02.01.10

3-AB-2010  
1st: 4/16/2010

OPTIMA SONORAN VILLAGE

DAVID HOVEY AND ASSOCIATES ARCHITECT, INC 7147 EAST RANCHO VISTA DRIVE SUITE 104 SCOTTSDALE, AZ 85251





Southwest Gas WMS  
03/23/10 06:53

TITLE:  
DRAWN BY:

3-AB-2010  
1st: 4/16/2010

SCALE  
1 IN = 128 FT



## INFORMATION

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

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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*First American Title*

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

***First American Title Insurance Company***

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**



## **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A**
- The Requirements**
- The Exceptions in Schedule B - Parts 1 and 2**
- The Conditions**

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

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## **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

### **Part One:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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 by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are 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 aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.



**REQUIREMENTS  
(Standard)**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

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**CONDITIONS**

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

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**Note:** The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.





## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

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

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

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

#### Business Relationships

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

#### Cookies

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

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

#### Fair Information Values

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

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

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

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

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

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



**First American Title Insurance Company**

**SCHEDULE A**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Spencer Jesperson at (480)612-9000**

Address Reference:

**6815, 6835, 6855, 6875, 6895 & 6801, E. Camelback Road  
Scottsdale, AZ**

Effective Date: November 17, 2017 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$130,000,000.00

Proposed Insured:

**City of Scottsdale**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Optima Sonoran Village - Phase I, LLC, a Delaware limited liability company, which acquired title as Optima Sonoran Village - Phase I, LLC, an Arizona limited liability company as to Unit 6895, Optima Sonoran Village - Phase II LLC, a Delaware limited liability company as to Units 6835, 6855 and 6875 and Optima Sonoran Village, LLC, an Arizona limited liability company as to Unit 6815**

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

**City of Scottsdale**

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

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Brenda Landt @ (602)685-7393.

**Pages 1 through 4 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**



**EXHIBIT "A"**

UNIT 6815, UNIT 6835, UNIT 6855, UNIT 6875, UNIT 6895 AND COMMON ELEMENTS, OF OPTIMA SONORAN VILLAGE, A CONDOMINIUM AS CREATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION RECORDED DECEMBER 13, 2013 AS 2013-1058814 OF OFFICIAL RECORDS AND AMENDMENT RECORDED DECEMBER 28, 2015 AS 2015-0909484 OF OFFICIAL RECORDS AND SHOWN ON THE PLAT OF SAID CONDOMINIUM RECORDED AS BOOK 1099 OF MAPS, PAGE 19, AND THEREAFTER AFFIDAVITS OF CORRECTION RECORDED AS 2012-80699 OF OFFICIAL RECORDS AND 2013-746114 OF OFFICIAL RECORDS AND AMENDED PLAT OF SAID CONDOMINIUM RECORDED AS BOOK 1168 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,

EXCEPTING THAT PORTION OF THE COMMON AREA CONVEYED TO THE CITY OF SCOTTSDALE BY PUBLIC RIGHT-OF-WAY DEDICATION DEED RECORDED ON OCTOBER 31, 2013 AS DOCUMENT NO. 2013-0954439 OF OFFICIAL RECORDS.



**First American Title Insurance Company**

**SCHEDULE B**

**PART TWO:**

1. Second installment of 2017 taxes, a lien, payable on or before March 1, 2018, and delinquent May 1, 2018.

(Affects all Units)

2. Any charge upon said land by reason of its inclusion in Optima Sonoran Village Condominium Association.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Optima Sonoran Village Condominium Plat, as recorded in Plat Book 1099, Page 19; thereafter Affidavits of Correction recorded as 2012-80699 of Official Records and as 2013-746114 of Official Records and Amended Plat of said Condominium recorded as Book 1168 of Maps, Page 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units and Common Elements)

4. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded December 13, 2013 as 2013-1058814 of Official Records and Amendment recorded December 28, 2015 as 2015-0909484 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects all Units and Common Elements)

5. An easement for roadway, public utilities and incidental purposes in the document recorded as Docket 5526, Page 548.

(Affects Common Areas)

6. An easement for underground electrical conduits and incidental purposes in the document recorded as Docket 8517, Page 939.

(Affects Common Areas)

7. An easement for road and incidental purposes in the document recorded as Docket 10544, Page 970 and re-recorded as Docket 10571, Page 1.



(Affects Common Areas)

8. An easement for underground electrical conduits and incidental purposes in the document recorded as Docket 10567, Pages 678 and 679.

(Affects Common Areas)

9. An easement for electrical conduits and incidental purposes in the document recorded as Docket 15610, Page 782.

(Affects Common Areas)

10. An easement for access and incidental purposes in the document recorded as 2010-607053 of Official Records.

(Affects Common Areas)

11. An easement for public non-motorized access and incidental purposes in the document recorded as 2012-957547 of Official Records and in the document recorded as 2013-888282 of Official Records.

(Affects Common Areas)

12. An easement for power distribution and incidental purposes in the document recorded as 2012-1186660 of Official Records.

(Affects Common Areas)

13. An easement for power distribution and incidental purposes in the document recorded as 2013-141896 of Official Records.

(Affects Common Areas)

14. All matters as set forth in Financial Obligation Agreement for Payment of Water, Wastewater, and Water Resources Development Fees and Penalties, recorded as 2012-905064 of Official Records.

(Affects all Units and Common Areas)

15. An easement for water lines, fire hydrant and incidental purposes in the document recorded as Docket 8230, Page 598.

Note: Partial Release of Easement recorded 2012-010034 of Official Records.

(Affects Common Areas)

16. An easement for public motorized access and incidental purposes in the document recorded as 2013-0954367 of Official Records.

(Affects Common Areas)

17. An easement for public non-motorized access and incidental purposes in the document recorded as 2013-0954373 of Official Records.



(Affects Common Areas)

18. An easement for public non-motorized access and incidental purposes in the document recorded as 2013-0954375 of Official Records.

(Affects Common Areas)

19. An easement for bus stop and incidental purposes in the document recorded as 2013-0954440 of Official Records.

(Affects Common Areas)

20. An easement for water line and incidental purposes in the document recorded as 2013-0954447 of Official Records.

(Affects Common Areas)

21. An easement for water line and incidental purposes in the document recorded as 2013-0970533 of Official Records.

(Affects Common Areas)

22. An easement for power distribution and incidental purposes in the document recorded as 2014-0483281 of Official Records.

(Affects Common Areas)

23. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**



**First American Title Insurance Company**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

(Affects Units 6835, 6855, 6875 and 6895)

2. First half of 2017 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$16,807.32 for the year 2017 under Assessor's Parcel No. 173-43-092 2.

(Affects Unit 6815)

NOTE: Taxes are assessed in the total amount of \$286,515.34 for the year 2017 under Assessor's Parcel No. 173-43-093 0.

(Affects Unit 6835)

NOTE: Taxes are assessed in the total amount of \$204,111.34 for the year 2017 under Assessor's Parcel No. 173-43-094 7.

(Affects Unit 6855)

NOTE: Taxes are assessed in the total amount of \$87,609.26 for the year 2017 under Assessor's Parcel No. 173-43-095 4.

(Affects Unit 6875)

NOTE: Taxes are assessed in the total amount of \$320,058.76 for the year 2017 under Assessor's Parcel No. 173-43-096 1.

(Affects Unit 6895)

3. The property is exempt from taxes for the year 2017.

NOTE: Taxes are assessed in the total amount of \$0.00 for the year 2017 under Assessor's Parcel No. 173-43-097 9.

(Affects Common Elements)

4. Proper evidence showing that all assessments due and payable, levied by Optima Sonoran Village Condominium Association, have been paid to and including the closing date of this transaction.



5. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in a Revolving Loan Agreement with a credit limit in the principal amount of \$70,367,500.00 recorded January 23, 2014 as 2014-046266 of Official Records

Dated: January 22, 2014

Trustor: Optima Sonoran Village - Phase II LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company, a California corporation

Beneficiary: PNC Bank, National Association, a national banking association

**Together with a termination of the Equity Line of Credit secured by said Deed of Trust.**

NOTE: Confirmation of Memorandum of First Extension recorded October 05, 2017 as 2017-0738044 of Official Records.

Note: Assignment of Rents, Leases and Profits recorded January 23, 2014 as 2014-0046267 of Official Records.

(Affects Units 6835, Unit 6855 and Unit 6875)

6. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in a Revolving Loan Agreement with a credit limit in the principal amount of \$49,860,000.00 recorded December 28, 2015 as 2015-0909485 of Official Records

Dated: December 23, 2015

Trustor: Optima Sonoran Village-Phase I, LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company

Beneficiary: Mesa West Real Estate income Fund III, LLC, a Delaware limited liability company

**Together with a termination of the Equity Line of Credit secured by said Deed of Trust.**

(Affects Unit 6895)

The beneficial interest in the Deed of Trust was assigned to MWREIF III RS SPE, LLC, a Delaware limited liability company by Assignment recorded April 07, 2016 as 2016-228484 of Official Records.

7. Furnish any amendments to the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, any amendments to the Operating Agreement of any changes in membership subsequent to December 23, 2015 relating to Optima Sonoran Village-Phase I, LLC a limited liability company.
8. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Optima Sonoran Village - Phase II LLC a limited liability company.
9. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Optima Sonoran Village, LLC, a limited liability company.
10. Record Warranty Deed from Optima Sonoran Village - Phase I, LLC, a Delaware limited liability company, which acquired title as Optima Sonoran Village - Phase I, LLC, an Arizona limited liability company, Optima Sonoran Village - Phase II LLC, a Delaware limited liability company and Optima Sonoran Village, LLC, an Arizona limited liability company to Buyer(s).



NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

11. Such further requirements as may be necessary after completion of the above.
12. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

**End of Requirements**



INFORMATION

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

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



*First American Title*

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

***First American Title Insurance Company***

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**



### **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A**
- The Requirements**
- The Exceptions in Schedule B - Parts 1 and 2**
- The Conditions**

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

---

### **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

#### **Part One:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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 by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are 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 aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.



**REQUIREMENTS  
(Standard)**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

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**CONDITIONS**

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

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**Note:** The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.





## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

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

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

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

#### Business Relationships

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

#### Cookies

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

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

#### Fair Information Values

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

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

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

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

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

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



**First American Title Insurance Company**

**SCHEDULE A**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Spencer Jesperson at (480)612-9000**

Address Reference:

**6815, 6835, 6855, 6875, 6895 & 6801, E. Camelback Road  
Scottsdale, AZ**

Effective Date: November 17, 2017 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$130,000,000.00

Proposed Insured:

**City of Scottsdale**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Optima Sonoran Village - Phase I, LLC, a Delaware limited liability company, which acquired title as Optima Sonoran Village - Phase I, LLC, an Arizona limited liability company as to Unit 6895, Optima Sonoran Village - Phase II LLC, a Delaware limited liability company as to Units 6835, 6855 and 6875 and Optima Sonoran Village, LLC, an Arizona limited liability company as to Unit 6815**

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

**City of Scottsdale**

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

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Brenda Landt @ (602)685-7393.

**Pages 1 through 4 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**



**EXHIBIT "A"**

UNIT 6815, UNIT 6835, UNIT 6855, UNIT 6875, UNIT 6895 AND COMMON ELEMENTS, OF OPTIMA SONORAN VILLAGE, A CONDOMINIUM AS CREATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION RECORDED DECEMBER 13, 2013 AS 2013-1058814 OF OFFICIAL RECORDS AND AMENDMENT RECORDED DECEMBER 28, 2015 AS 2015-0909484 OF OFFICIAL RECORDS AND SHOWN ON THE PLAT OF SAID CONDOMINIUM RECORDED AS BOOK 1099 OF MAPS, PAGE 19, AND THEREAFTER AFFIDAVITS OF CORRECTION RECORDED AS 2012-80699 OF OFFICIAL RECORDS AND 2013-746114 OF OFFICIAL RECORDS AND AMENDED PLAT OF SAID CONDOMINIUM RECORDED AS BOOK 1168 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,

EXCEPTING THAT PORTION OF THE COMMON AREA CONVEYED TO THE CITY OF SCOTTSDALE BY PUBLIC RIGHT-OF-WAY DEDICATION DEED RECORDED ON OCTOBER 31, 2013 AS DOCUMENT NO. 2013-0954439 OF OFFICIAL RECORDS.



**First American Title Insurance Company**

**SCHEDULE B**

**PART TWO:**

1. Second installment of 2017 taxes, a lien, payable on or before March 1, 2018, and delinquent May 1, 2018.

(Affects all Units)

2. Any charge upon said land by reason of its inclusion in Optima Sonoran Village Condominium Association.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Optima Sonoran Village Condominium Plat, as recorded in Plat Book 1099, Page 19; thereafter Affidavits of Correction recorded as 2012-80699 of Official Records and as 2013-746114 of Official Records and Amended Plat of said Condominium recorded as Book 1168 of Maps, Page 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units and Common Elements)

4. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded December 13, 2013 as 2013-1058814 of Official Records and Amendment recorded December 28, 2015 as 2015-0909484 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects all Units and Common Elements)

5. An easement for roadway, public utilities and incidental purposes in the document recorded as Docket 5526, Page 548.

(Affects Common Areas)

6. An easement for underground electrical conduits and incidental purposes in the document recorded as Docket 8517, Page 939.

(Affects Common Areas)

7. An easement for road and incidental purposes in the document recorded as Docket 10544, Page 970 and re-recorded as Docket 10571, Page 1.



(Affects Common Areas)

8. An easement for underground electrical conduits and incidental purposes in the document recorded as Docket 10567, Pages 678 and 679.

(Affects Common Areas)

9. An easement for electrical conduits and incidental purposes in the document recorded as Docket 15610, Page 782.

(Affects Common Areas)

10. An easement for access and incidental purposes in the document recorded as 2010-607053 of Official Records.

(Affects Common Areas)

11. An easement for public non-motorized access and incidental purposes in the document recorded as 2012-957547 of Official Records and in the document recorded as 2013-888282 of Official Records.

(Affects Common Areas)

12. An easement for power distribution and incidental purposes in the document recorded as 2012-1186660 of Official Records.

(Affects Common Areas)

13. An easement for power distribution and incidental purposes in the document recorded as 2013-141896 of Official Records.

(Affects Common Areas)

14. All matters as set forth in Financial Obligation Agreement for Payment of Water, Wastewater, and Water Resources Development Fees and Penalties, recorded as 2012-905064 of Official Records.

(Affects all Units and Common Areas)

15. An easement for water lines, fire hydrant and incidental purposes in the document recorded as Docket 8230, Page 598.

Note: Partial Release of Easement recorded 2012-010034 of Official Records.

(Affects Common Areas)

16. An easement for public motorized access and incidental purposes in the document recorded as 2013-0954367 of Official Records.

(Affects Common Areas)

17. An easement for public non-motorized access and incidental purposes in the document recorded as 2013-0954373 of Official Records.



(Affects Common Areas)

18. An easement for public non-motorized access and incidental purposes in the document recorded as 2013-0954375 of Official Records.

(Affects Common Areas)

19. An easement for bus stop and incidental purposes in the document recorded as 2013-0954440 of Official Records.

(Affects Common Areas)

20. An easement for water line and incidental purposes in the document recorded as 2013-0954447 of Official Records.

(Affects Common Areas)

21. An easement for water line and incidental purposes in the document recorded as 2013-0970533 of Official Records.

(Affects Common Areas)

22. An easement for power distribution and incidental purposes in the document recorded as 2014-0483281 of Official Records.

(Affects Common Areas)

23. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**



**First American Title Insurance Company**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

(Affects Units 6835, 6855, 6875 and 6895)

2. First half of 2017 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$16,807.32 for the year 2017 under Assessor's Parcel No. 173-43-092 2.

(Affects Unit 6815)

NOTE: Taxes are assessed in the total amount of \$286,515.34 for the year 2017 under Assessor's Parcel No. 173-43-093 0.

(Affects Unit 6835)

NOTE: Taxes are assessed in the total amount of \$204,111.34 for the year 2017 under Assessor's Parcel No. 173-43-094 7.

(Affects Unit 6855)

NOTE: Taxes are assessed in the total amount of \$87,609.26 for the year 2017 under Assessor's Parcel No. 173-43-095 4.

(Affects Unit 6875)

NOTE: Taxes are assessed in the total amount of \$320,058.76 for the year 2017 under Assessor's Parcel No. 173-43-096 1.

(Affects Unit 6895)

3. The property is exempt from taxes for the year 2017.

NOTE: Taxes are assessed in the total amount of \$0.00 for the year 2017 under Assessor's Parcel No. 173-43-097 9.

(Affects Common Elements)

4. Proper evidence showing that all assessments due and payable, levied by Optima Sonoran Village Condominium Association, have been paid to and including the closing date of this transaction.



5. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in a Revolving Loan Agreement with a credit limit in the principal amount of \$70,367,500.00 recorded January 23, 2014 as 2014-046266 of Official Records

Dated: January 22, 2014

Trustor: Optima Sonoran Village - Phase II LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company, a California corporation

Beneficiary: PNC Bank, National Association, a national banking association

**Together with a termination of the Equity Line of Credit secured by said Deed of Trust.**

NOTE: Confirmation of Memorandum of First Extension recorded October 05, 2017 as 2017-0738044 of Official Records.

Note: Assignment of Rents, Leases and Profits recorded January 23, 2014 as 2014-0046267 of Official Records.

(Affects Units 6835, Unit 6855 and Unit 6875)

6. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in a Revolving Loan Agreement with a credit limit in the principal amount of \$49,860,000.00 recorded December 28, 2015 as 2015-0909485 of Official Records

Dated: December 23, 2015

Trustor: Optima Sonoran Village-Phase I, LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company

Beneficiary: Mesa West Real Estate income Fund III, LLC, a Delaware limited liability company

**Together with a termination of the Equity Line of Credit secured by said Deed of Trust.**

(Affects Unit 6895)

The beneficial interest in the Deed of Trust was assigned to MWREIF III RS SPE, LLC, a Delaware limited liability company by Assignment recorded April 07, 2016 as 2016-228484 of Official Records.

7. Furnish any amendments to the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, any amendments to the Operating Agreement of any changes in membership subsequent to December 23, 2015 relating to Optima Sonoran Village-Phase I, LLC a limited liability company.
8. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Optima Sonoran Village - Phase II LLC a limited liability company.
9. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Optima Sonoran Village, LLC, a limited liability company.
10. Record Warranty Deed from Optima Sonoran Village - Phase I, LLC, a Delaware limited liability company, which acquired title as Optima Sonoran Village - Phase I, LLC, an Arizona limited liability company, Optima Sonoran Village - Phase II LLC, a Delaware limited liability company and Optima Sonoran Village, LLC, an Arizona limited liability company to Buyer(s).



NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

11. Such further requirements as may be necessary after completion of the above.
12. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

**End of Requirements**