

**207 Waiver**  
**Title**  
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20160748128

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Matthew E. Jassak  
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Orlando, FL 32801-2386

05501-14577

STEWART TITLE & TRUST OF PHOENIX

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20160603661 08/23/2016 10:14  
ELECTRONIC RECORDING

1471971528060-55-4-1--  
Garcia

**CAPTION HEADING:**

**Cost Sharing and Easement Agreement**

**DO NOT REMOVE**

This is part of the official document.

**This document is being re-recorded solely to correct  
the legal description in Exhibit "H" only.**

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**Exhibit "H"**  
**Units and Interests**

4810-4592-5426.8

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EXHIBIT "H"

UNITS AND INTERESTS

**PARCEL NO. 1:**

**Parcel A:**

The following Vacation Ownership Interests:

Inventory Control #	Undivided Interest	Unit	Fixed Time / Floating Time	Fixed Unit / Floating Unit	Unit Type	Season
29-36	8/52	101	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	101	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	101	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	102	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	102	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	102	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	103	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	103	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	103	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	104	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	104	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	104	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	105	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	105	Floating Time	Floating Unit	Villa Unit	Gold
1-13, 16-18, 49-52	20/52	105	Floating Time	Floating Unit	Villa Unit	Platinum
29-32, 34-36	7/52	106	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-42, 44-48	<del>22/52</del>	106	Floating Time	Floating Unit	Villa Unit	Gold
1-3, 6-18, 49-52	<del>20/52</del>	106	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	107	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	107	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	107	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	108	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	108	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	108	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	139	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	139	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	139	Floating Time	Floating Unit	Villa Unit	Platinum
29, 30, 32-36	7/52	140	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	140	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	140	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	141	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	141	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	141	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	142	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	142	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	142	Floating Time	Floating Unit	Villa Unit	Platinum

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[illegible]

according to the Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale Club Villas Condominium recorded in Document No. 2003-0194035 and First Amendment recorded in Document No. 2016-0540743, and plat recorded in Book 585 of Maps, Page 3, records of Maricopa County, Arizona, the exact use period(s) to be established and properly reserved in accordance with the Declaration of Dedication, Vacation Ownership Plan, and Covenants, Conditions, Restrictions and Easements for Scottsdale Resort Club recorded in Document No. 2003-0205494 and First Amendment recorded in Document No. 2016-0541661, records of Maricopa County, Arizona, and the Rules and Regulations of the Scottsdale Resort Club Owners Association

**Parcel B:**

Units 109 through 138, inclusive, Units 209 through 218, inclusive, Units 220 through 227, inclusive, Units 229 through 238, inclusive, Units 330 through 337, inclusive, according to the Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale Club Villas Condominium recorded in Document No. 2003-0194035 and First Amendment recorded in Document No. 2016-0540743, and plat recorded in Book 585 of Maps, Page 3, records of Maricopa County, Arizona;

TOGETHER WITH an undivided interest in the common elements as set forth in said Declaration and Plat and any Annexations thereto.

**PARCEL NO. 2:**

An easement for ingress and egress as created by instrument recorded in Document No. 99-0102836, records of Maricopa County, Arizona, across the following tract of land located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 12;

Thence South 89 degrees 58 minutes 10 seconds East (Assumed Bearing) along the North line of said Section 12, a distance of 1624.30 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 55.00 feet to the Southerly right-of-way line of Indian Bend Road;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly line of Indian Bend Road, a distance of 21.00 feet to the Point of Beginning of this description;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly right-of-way, a distance of 28.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 450.00 feet;

Thence North 89 degrees 58 minutes 10 seconds West, a distance of 29.50 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.08 feet;

thence North 89 degrees 58 minutes 10 seconds West, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 24.00 feet;

Thence South 89 degrees 58 minutes 10 seconds East, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 414.98 feet to the Point of Beginning of this description.

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**PARCEL NO. 3:**

Non-exclusive easements for pedestrian and vehicular ingress and egress, as created by Instrument recorded in Document No. 2002-1072456, records of Maricopa County, Arizona, and more particularly described as follows:

**Parcel A:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road, also the Point of Beginning of the easement herein described;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 14.69 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 252.43 feet;

Thence North 08 degrees 06 minutes 19 seconds West, a distance of 51.93 feet to a point on said Southern right of way line;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 21.85 feet to the Point of Beginning of the easement herein described.

**Parcel B:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road.

Thence South, leaving said Southern right of way line, a distance of 195.00 feet to the Point of Beginning of the easement herein described;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 14.42 feet;

Thence South 00 degrees 03 minutes 09 seconds West, a distance of 197.31 feet to a point of curve to the left having a radius of 4.50 feet;

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Thence Southeasterly along the arc of said curve, through a central angle of 56 degrees 59 minutes 01 seconds, a distance of 4.48 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 23 degrees 54 minutes 38 seconds, a distance of 12.73 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 57 degrees 37 minutes 14 seconds, a distance of 4.53 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 269.05 feet to a point of curve to the right having a radius of 58.50 feet;

Thence Easterly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 12.10 feet;

Thence South 78 degrees 47 minutes 35 seconds East, a distance of 25.39 feet;

Thence South a distance of 29.56 feet;

Thence North 78 degrees 47 minutes 35 seconds West, a distance of 31.14 feet to a point of curve to the left having a radius of 29.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 6.10 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 269.38 feet to a point of curve to the left having a radius of 4.50 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 56 degrees 37 minutes 13 seconds, a distance of 4.45 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 113 degrees 14 minutes 26 seconds, a distance of 60.28 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 56 degrees 44 minutes 11 seconds, a distance of 4.46 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 369.35 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 65 degrees 05 minutes 35 seconds West, a radial distance of 200.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 08 degrees 54 minutes 48 seconds, a distance of 31.11 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 357.92 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 00 degrees 39 minutes 45 seconds West, a radial distance of 4.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 57 degrees 22 minutes 14 seconds, a distance of 4.51 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 25 degrees 23 minutes 48 seconds, a distance of 13.52 feet to a point of reverse curve to the left having a radius of 4.50 feet;



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Thence Northeasterly along the arc of said curve, through a central angle of 58 degrees 45 minutes 07 seconds, a distance of 4.61 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 88.37 feet;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 14.68 feet;

Thence North, a distance of 108.83 feet to the Point of Beginning of the easement herein described.

**Parcel C:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road, also the Point of Beginning of the easement herein described;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 24.50 feet;

Thence South 00 degrees 01 minutes 39 seconds West, leaving said Southern right of way line, a distance of 118.85 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 89 degrees 58 minutes 17 seconds West, a radial distance of 52.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 22 degrees 45 minutes 58 seconds, a distance of 20.66 feet to a point of reverse curve to the left having a radius of 77.53 feet;

Thence Southerly along the arc of said curve, through a central angle of 19 degrees 37 minutes 36 seconds, a distance of 26.56 feet;

Thence South 00 degrees 03 minutes 09 seconds West, a distance of 30.27 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 14.42 feet;

Thence North, a distance of 195.00 feet to the Point of Beginning of the easement herein described.

**PARCEL NO. 4:**

Non-exclusive easements for pedestrian ingress and egress, as created by instrument recorded in Document No. 2002-1072460, records of Maricopa County, Arizona, and more particularly described as follows

**Parcel A:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2814.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 145.50 feet to the Point of Beginning of the easement herein described;

Thence continuing Westerly along said line, a distance of 6.10 feet;

Thence North 35 degrees 01 minutes 31 seconds East, a distance of 32.37 feet;

Thence North 00 degrees 09 minutes 08 seconds East, a distance of 172.42 feet;

Thence North 89 degrees 59 minutes 40 seconds West, a distance of 41.23 feet;

Thence North 45 degrees 00 minutes 00 seconds West, a distance of 11.19 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 97.01 feet to a point on said Southern right of way line of Indian Bend Road;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 5.00 feet;

Thence South 00 degrees 02 minutes 06 seconds West, leaving said Southern right of way line, a distance of 94.94 feet;

Thence South 45 degrees 00 minutes 00 seconds East, a distance of 7.05 feet;

Thence South 89 degrees 59 minutes 40 seconds East, a distance of 44.18 feet;

Thence South 00 degrees 09 minutes 08 seconds West, a distance of 179.00 feet;

Thence South 35 degrees 01 minutes 31 seconds West, a distance of 30.44 feet to the Point of Beginning of the easement herein described.

**Parcel B:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

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Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 145.50 feet to the Point of Beginning of the easement herein described;

Thence South 35 degrees 01 minutes 31 seconds West, a distance of 17.84 feet;

Thence South 00 degrees 40 minutes 10 seconds West, a distance of 43.38 feet;

Thence South 45 degrees 00 minutes 31 seconds West, a distance of 5.66 feet;

Thence South 00 degrees 00 minutes 21 seconds West, a distance of 18.18 feet;

Thence South 45 degrees 00 minutes 31 seconds East, a distance of 5.98 feet;

Thence South 00 degrees 00 minutes 40 seconds West, a distance of 21.52 feet;

Thence South 09 degrees 30 minutes 47 seconds East, a distance of 28.84 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 5.06 feet;

Thence North 09 degrees 30 minutes 47 seconds West, a distance of 28.48 feet;

Thence North 00 degrees 00 minutes 40 seconds East, a distance of 19.87 feet;

Thence North 45 degrees 00 minutes 31 seconds West, a distance of 5.98 feet;

Thence North 00 degrees 00 minutes 21 seconds East, a distance of 22.32 feet;

Thence North 45 degrees 00 minutes 31 seconds East, a distance of 5.69 feet;

Thence North 00 degrees 40 minutes 10 seconds East, a distance of 42.89 feet;

Thence North 35 degrees 01 minutes 31 seconds East, a distance of 15.89 feet;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 6.10 feet to the Point of Beginning of the easement herein described.

**Parcel C:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

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Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1624.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 439.48 feet to the Point of Beginning of the easement herein described;

Thence South, a distance of 10.19 feet;

Thence North 78 degrees 47 minutes 35 seconds West, a distance of 33.12 feet to a point of curve to the left having a radius of 19.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 4.03 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 676.21 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 80 degrees 34 minutes 16 seconds West, a radial distance of 285.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 56 degrees 36 minutes 28 seconds, a distance of 261.82 feet;

Thence North 07 degrees 45 minutes 31 seconds East, a distance of 10.22 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 04 degrees 25 minutes 48 seconds West, a radial distance of 255.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 57 degrees 25 minutes 42 seconds, a distance of 255.59 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 682.05 feet to a point of curve to the right having a radius of 29.50 feet;

Thence Easterly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 6.10 feet;

Thence South 78 degrees 47 minutes 35 seconds East, a distance of 31.14 feet to the Point of Beginning of the easement herein described.

**PARCEL NO. 5:**

Non-exclusive easement for monument sign, as created by instrument recorded in Document No. 20160541662 and re-recorded HEREIN, records of Maricopa County, Arizona, and more particularly described as follows:

From the Northwest corner of the below described 'Athletic Club Property', West 5 feet to the Point of Beginning;

Thence South 8 feet;

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Thence West 2 feet;

Thence North 8 feet;

Thence East 2 feet to the Point of Beginning.

**Athletic Club Property (reference legal description only):**

Being a portion of the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 12:

Thence South 89 degrees 57 minutes 54 seconds East (measured), South 89 degrees 58 minutes 10 seconds (record), along the North line of the Northwest quarter of said Section 12, a distance of 2124.30 feet;

Thence "South", a distance of 55.00 feet to a point on the South line of the North 55.00 feet of said Northwest quarter, said point being the Point of Beginning;

Thence continuing "South" a distance of 446.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 192.0 feet;

Thence "South" a distance of 18.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 248.00 feet;

Thence North 35 degrees 31 minutes 38 seconds West a distance of 17.21 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 29.50 feet;

Thence "South" a distance of 14.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 20.50 feet;

Thence "North" a distance of 464.00 feet to a point on the South line of the North 55.00 feet of said Northwest quarter;

Thence South 89 degrees 57 minutes 54 seconds West, along said South line, a distance of 500.00 feet to the Point of Beginning.

**PARCEL NO. 6:**

Non-exclusive easement for parking, as created by instrument recorded in Document No. 20160541662 and re-recorded HEREIN, records of Maricopa County, Arizona, and more particularly described as follows:

Being a portion of that certain property described in Document No. 84-0368687, Maricopa County Record, located the Northwest quarter of Section 12, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of the Plat of Scottsdale Club Villas Condominium, recorded in Book 585 of Maps, page 3, Maricopa County Records;

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Thence North 89 degrees 57 minutes 54 seconds West, along the North line of said Plat, a distance of 192.00 feet;

Thence continuing along said North line, South 00 degrees 00 minutes 00 seconds East, a distance of 18.00 feet;

Thence continuing along said North line, North 89 degrees 57 minutes 54 seconds West, a distance of 25.44 feet to the Point of Beginning;

Thence continuing along said North line, North 89 degrees 57 minute 54 seconds West, a distance of 36.00 feet;

Thence departing said North line, North 00 degrees 00 minutes 00 seconds East, a distance of 15.03 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 36.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 15.05 feet to the Point of Beginning.

20160748128

**STEWART TITLE & TRUST OF PHOENIX**

Recording Requested by  
and When Recorded Return to:

Jim Balsbaugh  
Sr. Vice President  
Commercial & Developer Services  
Stewart Title - Arizona  
2930 E. Camelback Road, Suite 210  
Phoenix, AZ. 85016

05501-14577

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20160541662 07/29/2016 09:59  
ELECTRONIC RECORDING  
1469831358488-42-6-2--  
chagolla3

**COST SHARING AND EASEMENT AGREEMENT**

THIS COST SHARING AND EASEMENT AGREEMENT ("Easement Agreement") is made and entered into effective as of the 29<sup>th</sup> day July, 2016, among Scottsdale Club Villas Condominium Association, an Arizona non-profit corporation ("Condominium Association") whose mailing address is 6609 N. Scottsdale Road, Suite 202, Scottsdale, AZ 85250-7801, Scottsdale Club Villas Development, Inc., an Arizona corporation ("Owner") whose mailing address is 6609 N. Scottsdale Road, Suite 202, Scottsdale, AZ 85250-7801, Wyndham Resort Development Corporation, an Oregon corporation ("Wyndham") whose mailing address is 6277 Sea Harbor Drive, Orlando, Florida 32821, and Robert Ong Hing and Alice Y. Hing ("Athletic Club Owner") whose mailing address is 6609 N. Scottsdale Road, Suite 202, Scottsdale, AZ 85250-7801. (Hereinafter, Condominium Association, Owner, Wyndham and Athletic Club Owner may be referred to collectively as the "Parties" or individually as a "Party").

**RECITALS**

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Scottsdale Club Villas Condominium (the "Condominium") dated February 18, 2003 and recorded February 18, 2003 as Document No. 2003-00194035 in the records of the Maricopa County, Arizona Recorder, as amended (the "Declaration"), governs the property described therein, more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, and shall be referred to herein as the "Condominium Property";

WHEREAS, except for the interior of the units or as otherwise specifically set forth within the Declaration, the Condominium Association is responsible for the maintenance and operation of the Condominium Property;

WHEREAS, as of the date of this Easement Agreement, Owner is the owner of record of the real property more particularly set forth on Exhibit "H" attached hereto and incorporated herein by referenced, which comprises a portion of the Condominium Property (the "Units and Interests");

WHEREAS, Owner and Wyndham have entered into that certain Purchase and Sale Agreement dated February 19, 2016, as amended (the "Purchase Agreement") whereby Owner intends to convey the Units and Interests to Wyndham;

WHEREAS, Athletic Club Owner is the owner of certain real property known as the Scottsdale Athletic Club, which is adjacent to the Condominium Property, and is more particularly described on Exhibit "B", attached hereto and incorporated herein by reference, and shall be referred to herein as the "Athletic Club Property"; and

WHEREAS, the Parties wish to enter into this Easement Agreement for the benefit of each of the Parties and their successors, assigns, mortgagees, lessors, occupants, invitees, users, guests and owners with respect to the Condominium Property and Athletic Club Property, granting those certain rights as more particularly set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** All of the foregoing recitals are true and correct, are hereby incorporated by this reference and form a material part of this Easement Agreement.

2. **Athletic Club Property Easement.** Athletic Club Owner has previously granted the Condominium Property a perpetual easement for the purpose of ingress and egress to, from, upon, over and across the Athletic Club Property for purposes of access between Indian Bend Road to and from the Condominium Property, as further described in Exhibit "C", attached hereto and incorporated herein by reference ("Athletic Club Easement"), as set forth in instrument recorded in Document No. 2002-0676882, records of Maricopa County, Arizona. Athletic Club Owner shall be responsible for all maintenance, repair and improvements of the Athletic Club Easement area.

3. **Monument Sign Easement.** Athletic Club Owner hereby grants, for the benefit of the Condominium Property, a perpetual, non-exclusive easement: (i) for installing, accessing, inspecting, locating, operating, maintaining and replacing the monument sign (a depiction of which is more particularly set forth on Exhibit "D", the "Monument Sign") and related landscaping across, over, under and upon the property more particularly identified on Exhibit "E" (the "Sign Easement Area"); and (ii) for installing, accessing, inspecting, locating, operating, maintaining and replacing an underground electrical line across, under, beneath and through the Athletic Club Property for the purpose of installing and maintaining an underground electrical line connecting the Monument Sign to a source of electrical power (the "Electrical Line"); and (collectively (i) and (ii) are hereinafter referred to as the "Monument Sign Easement"). The Condominium Association, at the Condominium Association's sole cost and expense, shall install, and thereafter maintain, the Monument Sign within the Sign Easement Area and the Electrical Line in accordance with all requirements of any applicable law, ordinance, rule, regulation or order. Condominium Association, at its sole cost and expense, shall use commercially reasonable efforts to cause a meter, or sub-meter to be installed to measure the electricity used by the Monument Sign (the "Monument Sign Meter"). The



Monument Sign Meter shall be maintained (if possible) in the Condominium Association's name and shall be the Condominium Association's property.

The parties acknowledge and understand that the Sign Easement Area is subject to a pending eminent domain proceeding. If the whole or any portion of a Sign Easement Area shall be taken by right of eminent domain or any similar authority of law, or if any agreement or conveyance in lieu of condemnation (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Athletic Club Owner (or to their successors or mortgagees, as their interest may appear). The Condominium Association may, however, file a collateral claim with the condemning authority over and above the value of the land and improvements being so taken to the extent of any damage suffered by the Condominium Property resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Athletic Club Owner. Notwithstanding anything here to the contrary, to the extent a Taking occurs which impairs the Condominium Property's right to use the Monument Sign, Athletic Club Owner agrees to provide an alternative location on the Athletic Club Property reasonably acceptable to the Condominium Association to allow for installation and operation of a replacement monument sign located at the entrance to the Athletic Club Property and visible from Indian Bend Road for the benefit of the Condominium Property. To the extent necessary, the parties agree to further amend or restate this Easement Agreement to account for any such Taking and subsequent relocation of the Monument Sign.

4. Condominium Property Easement. Condominium Association and Owner hereby grant for the benefit of the Athletic Club Property, its invitees, users, and guests, a perpetual non-exclusive easement for the purpose of ingress and egress to, from, upon, over and across the Condominium Property more particularly described in Exhibit "F" attached hereto and incorporated herein by reference, and shall be referred to herein as the "Association Easement". Athletic Club Owner shall be responsible for all costs related to any construction, modifications, or other improvements to the Condominium Property directly resulting from Athletic Club Owner's desired use of the Association Easement, including but not limited to, curb cuts and paving any unfinished surfaces connecting the Association Easement to the Athletic Club Property. Notwithstanding the foregoing, Condominium Association and Wyndham shall have the right to review and approve and proposed construction, modification or other improvements made to the Association Easement. Except as set forth above, the Condominium Association shall be responsible for the maintenance, repair and improvements of the Condominium Property including the Association Easement area, along with any costs related to such maintenance, repair and improvements.

The parties understand and agree that the Association Easement was prepared based on the filed site plan of a proposed purchaser of the Athletic Club Property. The parties agree to reasonably cooperate to further amend the Association Easement to the extent a subsequent purchaser of the Athletic Club Property desires revisions to the Association Easement, so long as such changes do not adversely impact the ownership and operation of the Condominium Property.

5. Parking Easement. Athletic Club Owner hereby grants for the benefit of the Condominium Property, its invitees, users, and guests, a perpetual non-exclusive easement, license and privilege for the purposes of accessing, using and occupying at least four (4) parking

spaces upon the property more particularly identified on Exhibit "G" (the "Parking Easement"). Athletic Club Owner shall be responsible for grading, paving, painting lines and otherwise finishing the Parking Easement, and all costs related thereto. Athletic Club Owner shall be responsible for all maintenance, repair and improvements of the Parking Easement area.

The parties acknowledge and agree that the Parking Easement is required due to the elimination of four (4) parking spaces located on the Condominium Property as a result of the creation of the Association Easement set forth in Section 4 above. Therefore, to the extent the Association Easement is subsequently amended or revised, to the extent necessary, the parties agree to amend and revise the Parking Easement so as to ensure that the Condominium Property will not suffer any loss of parking spaces by virtue of said Association Easement.

6. Easement Areas. The burdened property described in this Easement Agreement, shall be operated and maintained in the same or better standard as of the date of this Easement Agreement.

7. Damages. In the event damage is caused to any of the burdened property described in this Easement Agreement by the benefited easement property owner, or the invitees, lessees, users and/or guests thereof, the benefited easement property owner shall be the responsible for the costs necessary to repair such damage; provided, however, that this excludes the cost of routine maintenance and ordinary wear and tear over time.

8. Default. In the event that any Party hereunder breaches any of the conditions or covenants of this Easement Agreement, and such failure shall continue after written notice and not less than thirty (30) days opportunity to cure, the non-defaulting Party shall be entitled to any and all remedies available hereunder, at law or in equity (including without limitation the right to terminate this Easement Agreement upon not less than an additional thirty (30) days notice or to self-help as set forth in Section 9). All of the rights and remedies of the non-defaulting Party hereunder shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy available hereunder or at law.

9. Self Help. If any Party shall default in the performance of an obligation required of such Party (such Party being referred to herein as the "Defaulting Party" and any non-defaulting Party, the "Non-Defaulting Party"), in addition to all other remedies the Non-Defaulting Party may have at law or in equity, after thirty (30) calendar days' prior notice to the Defaulting Party (except in the case of an emergency, in which case, such prior notice as is practical under the circumstances), the Non-Defaulting Party shall have the right to perform such obligation on behalf of the Defaulting Party. In such an event, the Defaulting Party shall promptly reimburse the Non-Defaulting Party following written notice from the Non-Defaulting Party to the Defaulting Party listing all such costs incurred by such Non-Defaulting Party pursuant to this Section 10.

10. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and may be delivered personally with a receipt requested therefor or sent by a nationally recognized overnight courier service or by United States registered or certified mail, return

receipt requested, postage prepaid or email transmission and addressed to the parties at their respective addresses set forth below, and the same shall be effective (i) upon receipt or refusal if delivered personally or email transmission, (ii) one business day after depositing with such an overnight courier service, or (iii) three business days after deposit in the mail if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. Notices shall be addressed as follows:

If to Condominium Association:

Scottsdale Club Villas Condominium Association  
6609 N. Scottsdale Road, Suite 202  
Scottsdale, AZ 85250-7801

If to Owner:

Scottsdale Club Villas Development, Inc.  
6609 N. Scottsdale Road, Suite 202  
Scottsdale, AZ 85250-7801,

If to Wyndham:

Wyndham Resort Development Corporation  
6277 Sea Harbor Drive  
Orlando, Florida 32821,

If to Athletic Club Owner:

Robert Ong Hing and Alice Y. Hing  
6609 N. Scottsdale Road, Suite 202  
Scottsdale, AZ 85250-7801

11. Obstructions to Use of Easement Property. None of the Parties, nor any other person permitted to use the easement property under the terms of this Easement Agreement, may utilize the easement property in any way that interferes with its safe use by any other Party, or intended beneficiary of an easement. Any obstructions or impediments to the use of the easement property may be removed, without notice, by any other Party hereunder and the cost of such removal shall be borne by the Party causing or responsible for such obstruction.

12. Indemnification. Each Party hereto hereby agrees to protect, defend, indemnify and hold the other Party harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney fees and costs), that may at any time be asserted against such other Party as a result of the gross negligence or willful misconduct of the indemnifying Party.

13. Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. The easements are not personal to the Parties, but shall constitute a servitude upon the lands that are subject to the easement for the benefit of Parties and any subsequent owner or owners thereof.

14. Severability. Whenever possible, each provision of this Easement Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Easement Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalidated only to the extent of such prohibition or invalidity without the remainder thereof or any other provision in this Easement Agreement being prohibited or invalidated.

15. No Waiver. No term, covenant, representation, warranty or condition of this Easement Agreement may be waived without the execution of a written instrument signed by both Parties. The failure of any Party at any time to require performance of any provision under this Easement Agreement, or to exercise any remedy available to it hereunder or at law, shall in no manner affect the right of such Party to enforce or exercise the same at any later date. Furthermore, no waiver by any Party of any condition, term, covenant, representation, remedy or warranty contained in this Easement Agreement or available at law, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same.

16. Authority. Each Party hereto represents and covenants that (i) it has full power and authority to enter into this Easement Agreement and to assume and perform all of its obligations hereunder, (ii) it has obtained the necessary permissions to enter in this Easement Agreement, and (iii) the persons executing this Easement Agreement have the authority to sign the Easement Agreement on its behalf.

17. Amendment. The provisions of this Easement Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the Parties, evidenced by a document that has been fully executed and acknowledged by all the Parties and recorded in the official records of Maricopa County, Arizona.

18. Headings. All paragraph headings in this Easement Agreement have been included herein for reference purposes only and are not to be used in the interpretation of this Easement Agreement.

19. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, in all respects, without regard to principles of conflict of laws.

20. Entire Easement Agreement. This Easement Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and it supercedes any and all prior and contemporaneous understandings or agreements of the Parties, whether written or oral, and there are no other terms, conditions, representations or warranties with regard

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thereto. This Easement Agreement cannot be modified or amended, except in writing, and it shall inure to the benefit of and be binding on the Parties hereto, and their respective heirs, legal representatives, successors and permitted assigns, and shall run with title to the land.

*[SIGNATURE PAGES TO FOLLOW]*

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IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date first stated above.

SCOTTSDALE CLUB VILLAS DEVELOPMENT,  
INC., an Arizona corporation

By: [Signature]

Name: Robert Ong Hing

Its: President

STATE OF ARIZONA     )  
                                  )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged and executed before me this 28 day of July, 2016, by Robert Ong Hing, as President of SCOTTSDALE CLUB VILLAS DEVELOPMENT, INC., an Arizona corporation. He/she is personally known to me or has produced Arizona Driver License as identification.

[Signature]  
Notary Signature

(NOTARY SEAL)

Printed Name of Notary  
NOTARY PUBLIC  
Commission No.



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SCOTTSDALE CLUB VILLAS CONDOMINIUM  
ASSOCIATION, an Arizona non-profit corporation

By:                     

Name: Robert Ong Hing

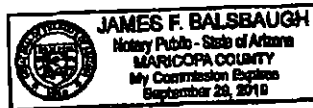
Its: President

STATE OF ARIZONA       )  
                                  )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged and executed before me this 28 day of July, 2016, by Robert Ong Hing, as President of SCOTTSDALE CLUB VILLAS CONDOMINIUM ASSOCIATION, an Arizona non-profit corporation. He/she is personally known to me or has produced Arizona Driver License as identification.

James F. Balsbaugh  
Notary Signature

(NOTARY SEAL)



Printed Name of Notary  
NOTARY PUBLIC  
Commission No.

2542  
Robert Ong Hing

STATE OF ARIZONA     )  
                                  )ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged and executed before me this 28 day of July, 2016, by Robert Ong Hing. He is personally known to me or has produced Arizona Driver License as identification.

James F. Balsbaugh  
Notary Signature

(NOTARY SEAL)



Printed Name of Notary  
NOTARY PUBLIC  
Commission No.



*Alice Y. Hing*

Alice Y. Hing

STATE OF ARIZONA     )  
                                  )ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged and executed before me this 28 day of July, 2016, by Alice Y. Hing. She is personally known to me or has produced Arizona Driver License as identification.

*James F. Balsbaugh*  
Notary Signature

(NOTARY SEAL)



Printed Name of Notary  
NOTARY PUBLIC  
Commission No.

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WYNDHAM RESORT DEVELOPMENT  
CORPORATION, an Oregon corporation

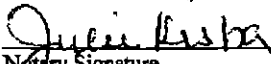
By: 

Name: K. Erik Brandt

Its: Vice President

STATE OF FLORIDA       )  
                                  )ss.  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged and executed before me this 27 day of July, 2016, by K. Erik Brandt, as Vice President of WYNDHAM RESORT DEVELOPMENT CORPORATION, an Oregon corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Signature

(NOTARY SEAL)



JULIE KISHA  
MY COMMISSION # FF 210363  
EXPIRES: July 14, 2019  
Provided thru Budget Notary Services

Julie Kisha  
Printed Name of Notary  
NOTARY PUBLIC  
Commission No.

20160748128

**Exhibit "A"**  
**Condominium Property**

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL NO. 1:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION TWELVE (12),  
TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT  
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST (MEASURED),  
SOUTH 89 DEGREES 58 MINUTES 10 SECONDS EAST (RECORD), ALONG THE  
NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A  
DISTANCE OF 2124.30 FEET;

THENCE SOUTH A DISTANCE OF 501.00 FEET TO THE POINT OF  
BEGINNING;

THENCE CONTINUING SOUTH A DISTANCE OF 708.44 FEET;

THENCE NORTH 45 DEGREES 45 MINUTES 54 SECONDS WEST, ALONG THE  
NORTH LINE OF THE INDIAN BEND INTERCEPTOR CHANNEL, A DISTANCE OF  
391.56 FEET;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 65 DEGREES 50  
MINUTES 43 SECONDS WEST, A DISTANCE OF 275.83 FEET;

THENCE NORTH 25 DEGREES 49 MINUTES 09 SECONDS EAST, A DISTANCE OF  
73.99 FEET;

THENCE NORTH A DISTANCE OF 238.11 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF  
20.50 FEET;

THENCE NORTH A DISTANCE OF 14.00 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF  
29.50 FEET;

THENCE SOUTH 35 DEGREES 31 MINUTES 38 SECONDS EAST, A DISTANCE OF  
17.21 FEET;

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THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 248.00 FEET;

THENCE NORTH A DISTANCE OF 18.00 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY INSTRUMENT RECORDED FEBRUARY 2, 1999 AT RECORDERS NO. 99-0102836 ACROSS THE FOLLOWING TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1624.30 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 55.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INDIAN BEND ROAD;

THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS EAST ALONG SAID SOUTHERLY LINE OF INDIAN BEND ROAD, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 28.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 450.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 29.50 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.06 FEET;

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THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF  
21.00 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF  
24.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS EAST, A DISTANCE OF  
21.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF  
414.98 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

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**Exhibit "B"**  
**Athletic Club Property**

EXHIBIT B  
Athletic Club Property

## LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;  
THENCE SOUTH 89°57'54" EAST(MEASURED), SOUTH 89°58'10" EAST(RECORD),  
ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A  
DISTANCE OF 2124.30 FEET;  
THENCE "SOUTH", A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH LINE  
OF THE NORTH 55.00 FEET OF SAID NORTHWEST QUARTER, SAID POINT BEING  
THE POINT OF BEGINNING;  
THENCE CONTINUING "SOUTH" A DISTANCE OF 446.00 FEET;  
THENCE NORTH 89°57'54" WEST A DISTANCE OF 192.00 FEET;  
THENCE "SOUTH" A DISTANCE OF 18.00 FEET;  
THENCE NORTH 89°57'54" WEST A DISTANCE OF 248.00 FEET;  
THENCE NORTH 35°31'38" WEST A DISTANCE OF 17.21 FEET;  
THENCE NORTH 89°57'54" WEST A DISTANCE OF 29.50 FEET;  
THENCE "SOUTH" A DISTANCE OF 14.00 FEET;  
THENCE NORTH 89°57'54" WEST, A DISTANCE OF 20.50 FEET;  
THENCE "NORTH" A DISTANCE OF 464.00 FEET TO A POINT ON THE SOUTH LINE  
OF THE NORTH 55.00 FEET OF SAID NORTHWEST QUARTER;  
THENCE SOUTH 89°57'54" ~~WEST~~ \*ALONG SAID SOUTH LINE, A DISTANCE OF  
500.00 FEET TO THE POINT OF BEGINNING.

\* EAST



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Exhibit "C"  
Athletic Club Easement

**EXHIBIT "C"**  
**EXISTING EASEMENT**

An easement for ingress and egress across the following tract of land located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 12;

Thence South 89 degrees 58 minutes 10 seconds East (Assumed Bearing) along the North line of said Section 12, a distance of 1624.30 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 55.00 feet to the Southerly right-of-way line of Indian Bend Road;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly line of Indian Bend Road, a distance of 21.00 feet to the Point of Beginning of this description;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly right-of-way, a distance of 28.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 450.00 feet;

Thence North 89 degrees 58 minutes 10 seconds West, a distance of 29.50 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.06 feet;

Thence North 89 degrees 58 minutes 10 seconds West, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 24.00 feet;

Thence South 89 degrees 58 minutes 10 seconds East, a distance of 21.00 feet;

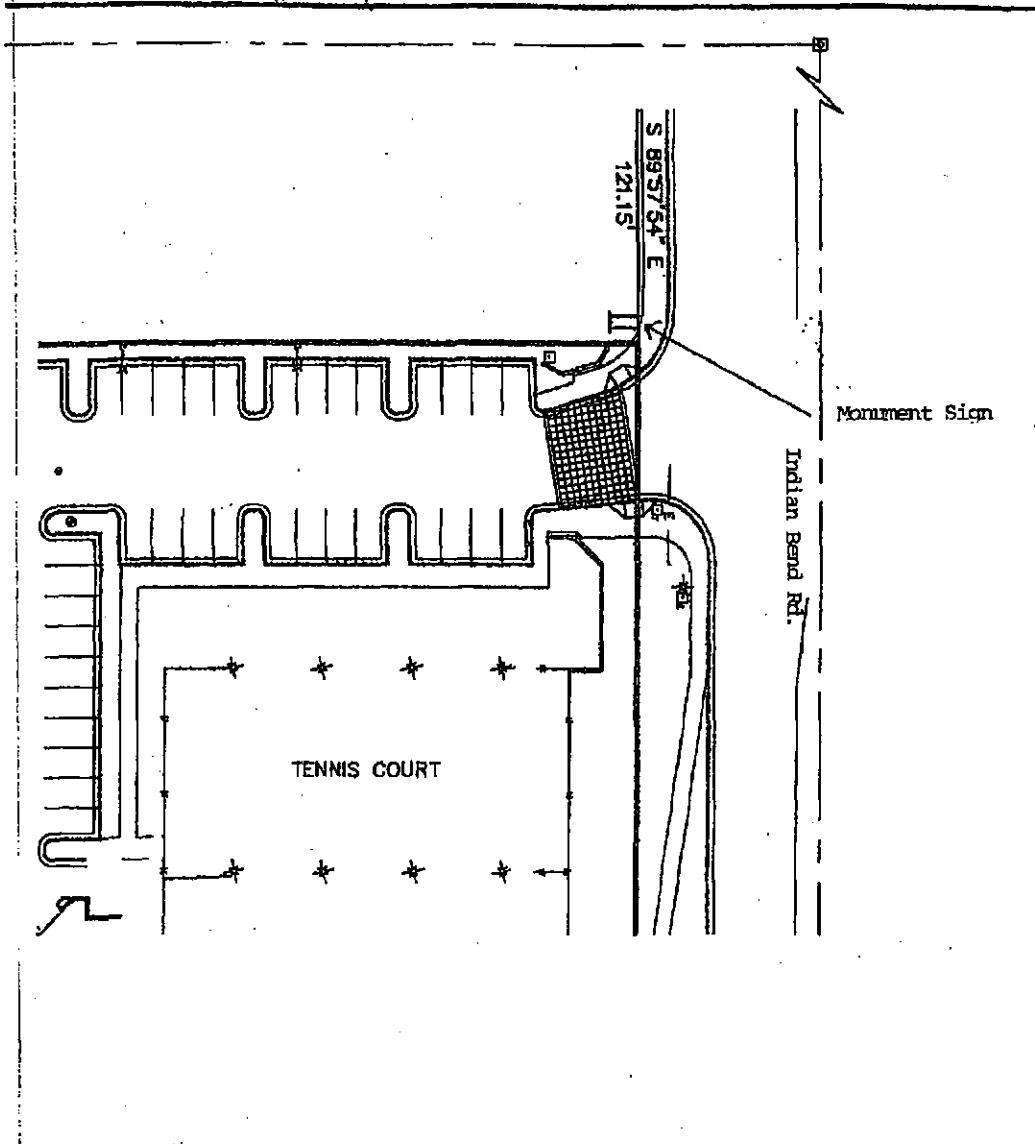
Thence North 00 degrees 00 minutes 00 seconds East, a distance of 414.98 feet to the Point of Beginning of this description.

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**Exhibit "D"**  
**Monument Sign**

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EXHIBIT "D"



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Exhibit "E"  
Sign Easement Area

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**EXHIBIT "F"**

From the northwest corner of the Athletic Club Property attached hereto as Exhibit "B", west five feet to the Point of Beginning; thence south eight feet; then west two feet, thence north eight feet; thence east two feet to the Point of Beginning, comprising approximately sixteen square feet.

The easement area is more particularly shown on Exhibit "D" attached hereto.

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**Exhibit "F"**  
**Association Easement**

EXHIBIT F - ASSOCIATION EASEMENT

Legal Description  
For  
Access Easement

Being a portion of the Plat of Scottsdale Club Villas Condominium, recorded in book 585, page 3, Maricopa County records. Located in the Northwest Quarter of Section 12, Township 2 North, Range 4 East, Gila and Salt River Meridian, Maricopa County, Arizona. Described as follows:

Commencing at the Northeast corner of said Plat;

Thence North 89°57'54" West, along the North line of said Plat, a distance of 46.72 feet, to the beginning of a 49.00 foot radius, non-tangent curve, whose radius point bears North 83°46'05" West, and the Point of Beginning;

Thence departing said North line, Southwesterly along said curve, through a central angle of 78°37'02", an arc distance of 67.23 feet;

Thence North 89°57'54" West, a distance of 46.72 feet to the beginning of a 35.00 foot radius, tangent curve, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 89°53'36", an arc distance of 54.91 feet;

Thence North 00°00'00" East, a distance of 4.53 feet to the North line of said Plat;

Thence Easterly, along the North line of said plat, the following 3 courses:

Thence South 89°57'54" East, a distance of 29.00 feet;

Thence South 35°31'38" East, a distance of 17.21 feet;

Thence South 89°57'54" East, a distance of 248.00 feet;

Thence departing said North line, South 00°00'00" East, a distance of 1.51 feet;

Thence South 89°57'54" East, a distance of 99.72 feet to the beginning of a non-tangent 25.00 foot radius curve, whose center bears North 07°15'23" West;



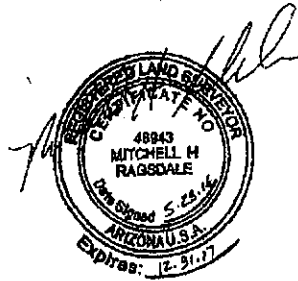


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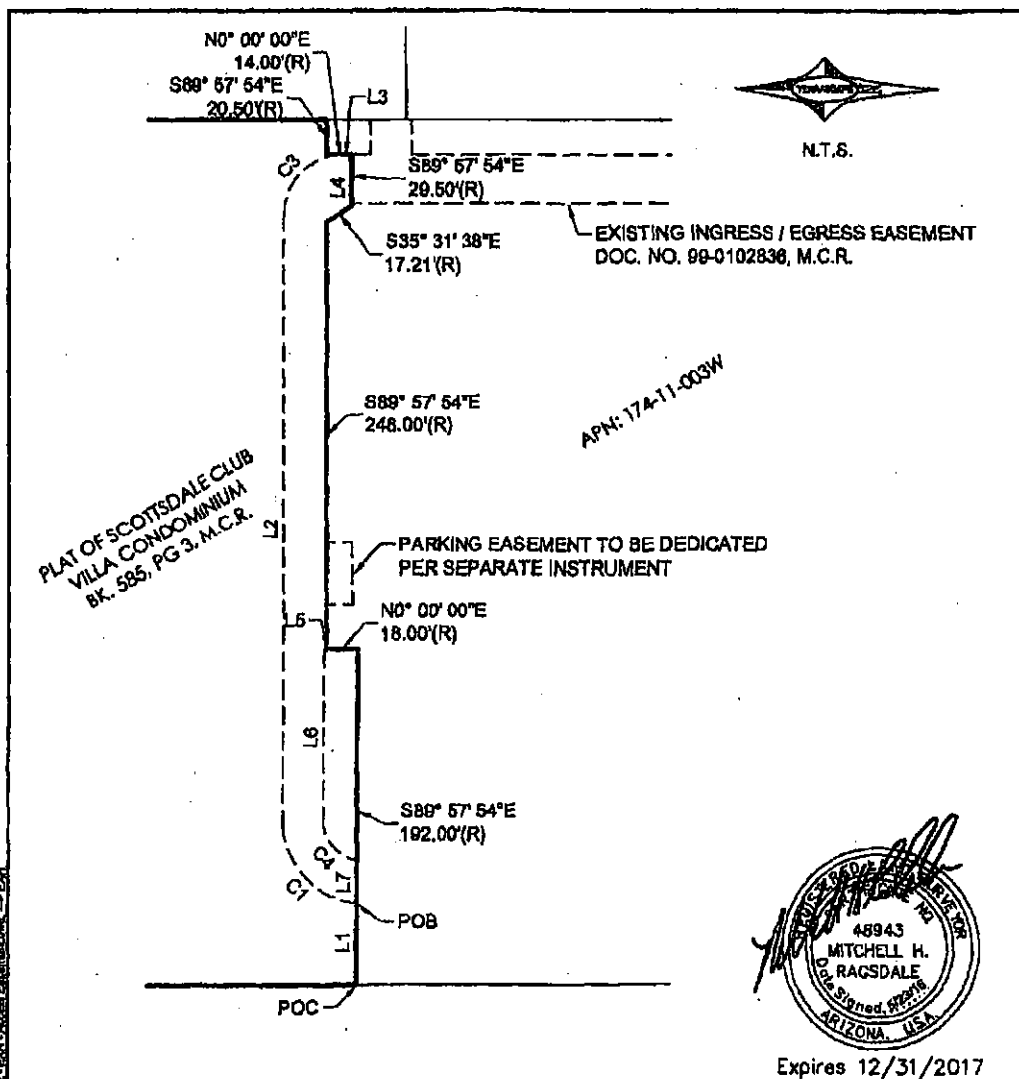
Thence Northeasterly, along said curve, through a central angle of  $70^{\circ}29'39''$ , an arc distance of 30.76 feet to the North line of said plat;

Thence South  $89^{\circ}57'54''$  East, along said North line, a distance of 24.28 feet to the Point of Beginning.

The above described easement contains 11,119.37 square feet or 0.26 acres more or less.



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**Terrascope** consulting  
civil engineering • surveying • urban planning

1102 East Missouri Ave.  
Phoenix, Arizona 85014  
676 West Chandler Blvd. #123.  
Chandler, Arizona 85226

P: 602.297.8782 • F: 602.230.8458

**ACCESS EASEMENT**  
8235 E. INDIAN BEND RD.  
APN: 174-11-302

Project No. 0662

Date 05/23/16

Plotted: 05/23/16 • 10:42 AM, by: terrascopes  
File: 174-11-302.dwg • 04:00 PM, 05/23/16 • 174-11-302.dwg • 04:00 PM, 05/23/16 • 174-11-302.dwg

Phone: 65/22918 - 1124 A&S, Dr. megade  
Erie INCITE IPA - Dr. Ertler, Urding - Science class Summer 1983 - E&A - Access Estimated 200 - 200

Curve #	Length	Radius	Delta
C1	67.23'	49.00'	78°37'02"
C3	54.91'	35.00'	89°53'36"
C4	30.76'	25.00'	70°29'39"

Line #	Length	Direction
L1	46.72'	N89° 57' 54"W
L2	352.99'	N89° 57' 54"W
L3	4.53'	N0° 00' 00"E
L4	29.00'	S89° 57' 54"E
L5	1.51'	S0° 00' 00"E
L6	99.72'	S89° 57' 54"E
L7	24.28'	S89° 57' 54"E



Expires 12/31/2017



1102 East Missouri Ave,  
Phoenix, Arizona 85014

575 West Chandler Blvd. #129.  
Chandler, Arizona 85225

P:602.297.8782 - P:602.230.8468

## ACCESS EASEMENT

8235 E. INDIAN BEND RD.

APN: 174-11-302

Project No. 0662

Date 05/23/16

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**Exhibit "G"**  
**Parking Easement**

4818-4582-6426.8

20160748128

**EXHIBIT G - PARKING EASEMENT**

**Legal Description  
For  
Parking Easement**

Being a portion that certain property described in document number 1984-0368687, Maricopa County records. Located in the Northwest Quarter of Section 12, Township 2 North, Range 4 East, Gila and Salt River Meridian, Maricopa County, Arizona. Described as follows:

Commencing at the Northeast corner of the Plat of Scottsdale Club Villas Condominium, recorded in book 585, page 3, Maricopa County records;

Thence North 89°57'54" West, along the North line of said Plat, a distance of 192.00 feet

Thence continuing along said North line, South 00°00'00" East, a distance of 18.00 feet;

Thence continuing along said North line, North 89° 57'54" West, a distance of 25.44 feet to the Point of Beginning;

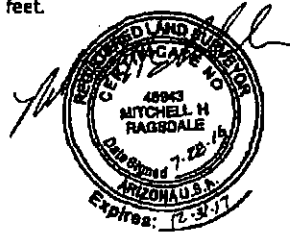
Thence continuing along said North line, North 89°57'54" West, a distance of 36.00 feet;

Thence departing said North line, North 00°00'00" East, a distance of 15.03 feet;

Thence North 90°00'00" East, a distance of 36.00 feet;

Thence South 00°00'00" East, a distance of 15.05 feet to the Point of beginning;

The above described easement contains 541.34 square feet.



Weekend: 97728718 - 1024 AM, Dr. Mamasole  
 Day: 4438892 IPA - Out Senior Living - Estate and Senior Care - ERI - Paddy's Restaurant, Inc. - 524



P:602.297.8732 \* P:402.230.8458

Date 07/28/16

20160748128

Exhibit "H"  
Units and Interests

4818-4592-5428.8

**EXHIBIT "H"**  
**UNITS AND INTERESTS**

**PARCEL NO. 1:**

Units 101 through 104, inclusive, an undivided 50/52 interest in Unit 105, an undivided 48/52 interest in Unit 106, Units 107 through 118, inclusive, Units 119 through 138, inclusive, Unit 139, an undivided 51/52 interest in Unit 140, Units 141 through 144, inclusive, Units 201 through 205, inclusive, an undivided 51/52 interest in Unit 206, Units 207 through 218, inclusive, Units 220 through 227, inclusive, Units 229 through 238, inclusive, an undivided 48/52 interest in Unit 239, Units 240 through 244, inclusive, Units 330 through 337, inclusive, SCOTTSDALE CLUB VILLAS CONDOMINIUM, according to Declaration recorded in Document No. 2003-194035, and plat recorded in Book 585 of Maps, page 3, records of Maricopa County, Arizona;

TOGETHER WITH an undivided interest in the common elements as set forth in said Declaration and Plat and any Annexations thereto.

**PARCEL NO. 2:**

An easement for ingress and egress as created by instrument recorded in Document No. 99-0102836, records of Maricopa County, Arizona, across the following tract of land located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 12;

Thence South 89 degrees 58 minutes 10 seconds East (Assumed Bearing) along the North line of said Section 12, a distance of 1624.30 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 55.00 feet to the Southerly right-of-way line of Indian Bend Road;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly line of Indian Bend Road, a distance of 21.00 feet to the Point of Beginning of this description;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly right-of-way, a distance of 28.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 450.00 feet;

Thence North 89 degrees 58 minutes 10 seconds West, a distance of 29.50 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.06 feet;

thence North 89 degrees 58 minutes 10 seconds West, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 24.00 feet;

Thence South 89 degrees 58 minutes 10 seconds East, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 414.98 feet to the Point of Beginning of this description.



**PARCEL NO. 3:**

Non-exclusive easements for pedestrian and vehicular ingress and egress, as created by instrument recorded in Document No. 2002-1072456, records of Maricopa County, Arizona, and more particularly described as follows:

**Parcel A:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road, also the Point of Beginning of the easement herein described;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 14.69 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 252.43 feet;

Thence North 08 degrees 06 minutes 19 seconds West, a distance of 51.93 feet to a point on said Southern right of way line;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 21.85 feet to the Point of Beginning of the easement herein described.

**Parcel B:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road.

Thence South, leaving said Southern right of way line, a distance of 195.00 feet to the Point of Beginning of the easement herein described;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 14.42 feet;

Thence South 00 degrees 03 minutes 09 seconds West, a distance of 197.31 feet to a point of curve to the left having a radius of 4.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 56 degrees 59 minutes 01 seconds, a distance of 4.48 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 23 degrees 54 minutes 38 seconds, a distance of 12.73 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 57 degrees 37 minutes 14 seconds, a distance of 4.53 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 269.05 feet to a point of curve to the right having a radius of 30.50 feet;

Thence Easterly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 12.10 feet;

Thence South 78 degrees 47 minutes 35 seconds East, a distance of 25.39 feet;

Thence South a distance of 29.56 feet;

Thence North 78 degrees 47 minutes 35 seconds West, a distance of 31.14 feet to a point of curve to the left having a radius of 29.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 6.10 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 269.38 feet to a point of curve to the left having a radius of 4.50 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 56 degrees 37 minutes 13 seconds, a distance of 4.45 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 113 degrees 14 minutes 26 seconds, a distance of 60.28 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 56 degrees 44 minutes 11 seconds, a distance of 4.46 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 369.35 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 65 degrees 25 minutes 35 seconds West, a radial distance of 200.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 08 degrees 54 minutes 48 seconds, a distance of 31.11 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 357.92 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 00 degrees 39 minutes 45 seconds West, a radial distance of 4.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 57 degrees 22 minutes 14 seconds, a distance of 4.51 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 25 degrees 23 minutes 48 seconds, a distance of 13.52 feet to a point of reverse curve to the left having a radius of 4.50 feet;

20160748128

Thence Northeasterly along the arc of said curve, through a central angle of 58 degrees 45 minutes 07 seconds, a distance of 4.61 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 88.37 feet;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 14.69 feet;

Thence North, a distance of 108.83 feet to the Point of Beginning of the easement herein described.

**Parcel C:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road, also the Point of Beginning of the easement herein described;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 24.50 feet;

Thence South 00 degrees 01 minutes 39 seconds West, leaving said Southern right of way line, a distance of 118.85 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 89 degrees 58 minutes 17 seconds West, a radial distance of 52.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 22 degrees 45 minutes 58 seconds, a distance of 20.66 feet to a point of reverse curve to the left having a radius of 77.53 feet;

Thence Southerly along the arc of said curve, through a central angle of 19 degrees 37 minutes 36 seconds, a distance of 26.56 feet;

Thence South 00 degrees 03 minutes 09 seconds West, a distance of 30.27 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 14.42 feet;

Thence North, a distance of 195.00 feet to the Point of Beginning of the easement herein described.

**PARCEL NO. 4:**

Non-exclusive easements for pedestrian ingress and egress, as created by instrument recorded in Document No. 2002-1072460, records of Maricopa County, Arizona, and more particularly described as follows:

Parcel A:

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 145.50 feet to the Point of Beginning of the easement herein described;

Thence continuing Westerly along said line, a distance of 6.10 feet;

Thence North 35 degrees 01 minutes 31 seconds East, a distance of 32.37 feet;

Thence North 00 degrees 09 minutes 08 seconds East, a distance of 172.42 feet;

Thence North 89 degrees 59 minutes 40 seconds West, a distance of 41.23 feet;

Thence North 45 degrees 00 minutes 00 seconds West, a distance of 11.19 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 97.01 feet to a point on said Southern right of way line of Indian Bend Road;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 5.00 feet;

Thence South 00 degrees 02 minutes 06 seconds West, leaving said Southern right of way line, a distance of 94.94 feet;

Thence South 45 degrees 00 minutes 00 seconds East, a distance of 7.05 feet;

Thence South 89 degrees 59 minutes 40 seconds East, a distance of 44.18 feet;

Thence South 00 degrees 09 minutes 08 seconds West, a distance of 179.00 feet;

Thence South 35 degrees 01 minutes 31 seconds West, a distance of 30.44 feet to the Point of Beginning of the easement herein described.

**Parcel B:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.36 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 145.50 feet to the Point of Beginning of the easement herein described;

Thence South 35 degrees 01 minutes 21 seconds West, a distance of 17.84 feet;

Thence South 00 degrees 40 minutes 10 seconds West, a distance of 43.38 feet;

Thence South 45 degrees 00 minutes 31 seconds West, a distance of 5.66 feet;

Thence South 00 degrees 00 minutes 21 seconds West, a distance of 18.18 feet;

Thence South 45 degrees 00 minutes 31 seconds East, a distance of 5.98 feet;

Thence South 00 degrees 00 minutes 40 seconds West, a distance of 21.52 feet;

Thence South 09 degrees 30 minutes 47 seconds East, a distance of 28.84 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 5.06 feet;

Thence North 09 degrees 30 minutes 47 seconds West, a distance of 28.48 feet;

Thence North 00 degrees 00 minutes 40 seconds East, a distance of 19.87 feet;

Thence North 45 degrees 00 minutes 31 seconds West, a distance of 5.98 feet;

Thence North 00 degrees 00 minutes 21 seconds East, a distance of 22.32 feet;

Thence North 45 degrees 00 minutes 31 seconds East, a distance of 5.69 feet;

Thence North 00 degrees 40 minutes 10 seconds East, a distance of 42.89 feet;

Thence North 35 degrees 01 minutes 31 seconds East, a distance of 15.88 feet;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 6.10 feet to the Point of Beginning of the easement herein described.

**Parcel C:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1624.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 439.48 feet to the Point of Beginning of the easement herein described;

Thence South, a distance of 10.19 feet;

Thence North 78 degrees 47 minutes 35 seconds West, a distance of 33.12 feet to a point of curve to the left having a radius of 19.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 4.03 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 676.21 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 60 degrees 34 minutes 16 seconds West, a radial distance of 265.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 56 degrees 36 minutes 28 seconds, a distance of 261.82 feet;

Thence North 07 degrees 45 minutes 31 seconds East, a distance of 10.22 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 04 degrees 25 minutes 48 seconds West, a radial distance of 255.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 57 degrees 25 minutes 42 seconds, a distance of 255.59 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 682.05 feet to a point of curve to the right having a radius of 29.50 feet;

Thence Easterly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 6.10 feet;

Thence South 78 degrees 47 minutes 35 seconds East, a distance of 31.14 feet to the Point of Beginning of the easement herein described.

**PARCEL NO. 5:**

Non-exclusive easement for monument sign, as created by instrument recorded in Document No. RECORDED CONCURRENTLY HERewith, records of Maricopa County, Arizona, and more particularly described as follows:

From the Northwest corner of the below described 'Athletic Club Property', West 5 feet to the Point of Beginning;

Thence South 8 feet;

Thence West 2 feet;

Thence North 8 feet;

Thence East 2 feet to the Point of Beginning.

**Athletic Club Property (reference legal description only):**

Being a portion of the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 12:

Thence South 89 degrees 57 minutes 54 seconds East (measured), South 89 degrees 58 minutes 10 seconds (record), along the North line of the Northwest quarter of said Section 12, a distance of 2124.30 feet;

Thence "South", a distance of 55.00 feet to a point on the South line of the North 55.00 feet of said Northwest quarter, said point being the Point of Beginning;

Thence continuing "South" a distance of 446.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 192.0 feet;

Thence "South" a distance of 18.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 248.00 feet;

Thence North 35 degrees 31 minutes 38 seconds West a distance of 17.21 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 29.50 feet;

Thence "South" a distance of 14.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 20.50 feet;

Thence "North" a distance of 464.00 feet to a point on the South line of the North 55.00 feet of said Northwest quarter;

Thence South 89 degrees 57 minutes 54 seconds West, along said South line, a distance of 500.00 feet to the Point of Beginning.

**PARCEL NO. 8:**

Non-exclusive easement for parking, as created by instrument recorded in Document No. **RECORDED CONCURRENTLY HEREWITH**, records of Maricopa County, Arizona, and more particularly described as follows:

Being a portion of that certain property described in Document No. 84-0388687, Maricopa County Record, located the Northwest quarter of Section 12, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of the Plat of Scottsdale Club Villas Condominium, recorded in Book 585 of Maps, page 3, Maricopa County Records;

Thence North 89 degrees 57 minutes 54 seconds West, along the North line of said Plat, a distance of 192.00 feet;

Thence continuing along said North line, South 00 degrees 00 minutes 00 seconds East, a distance of 18.00 feet;

Thence continuing along said North line, North 89 degrees 57 minutes 54 seconds West, a distance of 25.44 feet to the Point of Beginning;

Thence continuing along said North line, North 89 degrees 57 minute 54 seconds West, a distance of 36.00 feet;

Thence departing said North line, North 00 degrees 00 minutes 00 seconds East, a distance of 15.03 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 36.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 15.05 feet to the Point of Beginning.



When recorded mail to:

Robert Ong Hing  
6609 N. Scottsdale Road #202  
Scottsdale, Arizona 85250  
(602) 951-0882

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2002-0676882 07/02/02 14:59  
1 OF 1

REVERA

## WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, we, ROBERT ONG HING and ALICE Y. HING, do hereby convey to SCOTTSDALE CLUB VILLAS DEVELOPMENT, INC., an Arizona corporation, the following described real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and made a part hereof.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

DATED this 18<sup>th</sup> day of June, 2002.

Robert Ong Hing  
Robert Ong Hing

Alice Y. Hing  
Alice Y. Hing

STATE OF ARIZONA )

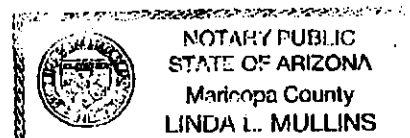
) ss.

County of Maricopa )

On this 18<sup>th</sup> day of June, 2002, before me personally appeared Robert Ong Hing and Alice Y. Hing, known to me personally, or whose identity was proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

Linda L. Mullins  
Notary Public

My Commission Expires: 3/1/03



**EXHIBIT "A"**

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;  
THENCE SOUTH 89°57'54" EAST(MEASURED), SOUTH 89°58'10" EAST(RECORD),  
ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A  
DISTANCE OF 2124.30 FEET;  
THENCE "SOUTH", A DISTANCE OF 501.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING "SOUTH" A DISTANCE OF 708.44 FEET;  
THENCE NORTH 45°45'54" WEST, ALONG THE NORTH LINE OF THE INDIAN BEND  
INTERCEPTOR CHANNEL, A DISTANCE OF 391.56 FEET;  
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 65°50'43" WEST, A  
DISTANCE OF 275.83 FEET;  
THENCE NORTH 25°49'09" EAST, A DISTANCE OF 73.99 FEET;  
THENCE "NORTH" A DISTANCE OF 238.11 FEET;  
THENCE SOUTH 89°57'54" EAST, A DISTANCE OF 20.50 FEET;  
THENCE "NORTH" A DISTANCE OF 14.00 FEET;  
THENCE SOUTH 89°57'54" EAST A DISTANCE OF 29.50 FEET;  
THENCE SOUTH 35°31'38" EAST A DISTANCE OF 17.21 FEET;  
THENCE SOUTH 89°57'54" EAST A DISTANCE OF 248.00 FEET;  
THENCE "NORTH" A DISTANCE OF 18.00 FEET;  
THENCE SOUTH 89°57'54" EAST A DISTANCE OF 192.00 FEET TO THE POINT OF  
BEGINNING.

AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE FOLLOWING TRACT OF LAND  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE  
4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,  
ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;  
THENCE SOUTH 89°58'10" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF  
SAID SECTION 12, A DISTANCE OF 1624.30 FEET;  
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 55.00 FEET TO THE SOUTHERLY  
RIGHT-OF-WAY LINE OF INDIAN BEND ROAD;  
THENCE SOUTH 89°58'10" EAST ALONG SAID SOUTHERLY LINE OF INDIAN BEND ROAD  
A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE SOUTH 89°58'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A  
DISTANCE OF 28.00 FEET;  
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 450.00 FEET;  
THENCE NORTH 89°58'10" WEST, A DISTANCE OF 29.50 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 11.06 FEET;  
THENCE NORTH 89°58'10" WEST, A DISTANCE OF 21.00 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 24.00 FEET;  
THENCE SOUTH 89°58'10" EAST, A DISTANCE OF 21.00 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 414.98 FEET TO THE  
POINT OF BEGINNING OF THIS DESCRIPTION.

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

20160748128 10/12/2016 11:43  
ELECTRONIC RECORDING

Recorded at the request of:  
Stewart Title & Trust of Phoenix, Inc.

1476297083465-56-4-1--  
Yorkm

When recorded return to:  
Matthew E. Jassak  
Foley & Lardner LLP  
111 North Orange Avenue  
Suite 1800  
Orlando, FL 32018 2386

Escrow No. : 05501-14577

STEWART TITLE & TRUST OF PHOENIX

**CAPTION HEADING:**

**Cost Sharing and Easement Agreement**

This documents is being re-recorded for the sole purpose of correcting the denominator with respect to the Undivided Interests as to the Gold and Platinum Seasons for Unit 106 only as referenced on Exhibit "H" under Parcel No. 1, Parcel A (Vacation Ownership Interests).

*The Correct Undivided Interests are as follows:*

Inventory Control #	Undivided Interest	Unit	Fixed Time / Floating Time	Fixed Unit / Floating Unit	Unit Type	Season
19-28, 37-42, 44-48	21/52	106	Floating Time	Floating Time	Villa Unit	Gold
1-3, 6-18, 49-52	20/52	106	Floating Time	Floating Time	Villa Unit	Platinum

**DO NOT REMOVE**

This is part of the official document.



December 14, 2017

Rolla Eltalmas  
Todd & Associates Inc  
4019 N 44Th St  
Phoenix, AZ 85018

RE: 44-DR-2017  
Worldmark By Wyndham

Ms. Eltalmas:

The Planning & Development Services Division has completed review of the above referenced development application submitted on 11/9/17. The following **1<sup>st</sup> Review Comments** represent the review performed by our team, and are intended to provide you with guidance for compliance with city codes, policies, and guidelines related to this application.

**Zoning Ordinance and Scottsdale Revised Code Significant Issues**

The following code and ordinance related issues have been identified in the first review of this application, and shall be addressed in the resubmittal of the revised application material. Addressing these items is critical to scheduling the application for public hearing, and may affect the City Staff's recommendation.. Please address the following:

**Drainage:**

1. A large portion of the east building is located within the FEMA unnumbered "A" flood zone. Per the Flood Plain Administrator, a base flood elevation (BFE) must be established for each building. See graphic on following page and refer to Chapter 37 of the Scottsdale Revised Code (Storm Water Ordinance).



2. In order to establish the Regulatory Flood Elevation (BFE + 1.0 foot) for each building, the civil engineer must run a HEC-RAS model based on actual survey topography of the entire wash beyond the floodplain limit; and over a channel reach from west of the west building to east of the east building. Additionally, one HEC-RAS cross-section through the southwest corner of each building must be provided. Refer to Section 37-22 of the Storm Water Ordinance and Section 4-1.800 of the DSPM.
3. Please note: It is recommended the developer/property owner apply for a Conditional Letter of Map Revision (CLOMR) as the proposed east building is likely to see the highest flood insurance premium because of its location in an unnumbered "A" flood zone. However, as long as there is no adverse impact to the FEMA floodplain (post-condition rise in the 100-year WSE is not > 0.1 feet), the City cannot mandate the CLOMR requirement. Refer to Chapter 37 of the Scottsdale Revised Code (Storm Water Ordinance).
4. The drainage report references an agreement dated June 20, 1994 (Agreement #940051), which claims that no retention is provided for this site pursuant to a joint development agreement between the City and Hing Properties. Per the Flood Plain Administrator and Storm Water Plan Review Manager, the engineer of record for this project must provide a copy of the executed document referenced above as part of the drainage report; along with proof that the proposed site was part of the original agreement since the site has been historically undeveloped. If proof cannot be provided that the proposed site was part of the original agreement where the requirement for storm water basins was waived in the form of an "in-lieu" fee and/or an "in-kind" contribution, the engineer must submit a Storm Water Storage Waiver form for the project site; including calculations for the "in-lieu" fee for the 100-year, 2-hour full storage. Note: The City will allow all on-site runoff to be drained to the existing

channel south of the property; which is a tributary to the Lower Indian Bend Wash and which has enough capacity to handle the runoff.

#### Open Space

5. The Open Space plan provided only calculates open space for the proposed number of units. Staff needs to confirm the entire site meets the minimum open space requirement. Please revise the Open Space plan to call out the total number of timeshare units, associates density, and calculations based on overall density of site. Refer to Section 5.1004.D of the Zoning Ordinance.

#### Significant Policy Related Issues

The following policy related issues have been identified in the first review of this application. Even though some of these issues may not be critical to scheduling the application for public hearing, they may affect the City Staff's recommendation pertaining to the application and should be addressed with the resubmittal of the revised application material. Please address the following:

#### Site Design:

6. Per Section 2-1.704 of the DSPM, four refuse enclosures are required for 88 units and only three are shown on the site plan. Please revise the site plan to indicate the required number of refuse enclosures.
7. Please confirm a minimum 30-foot approach is provided to all existing and proposed refuse enclosures. Refer to Scottsdale Supplement to MAG Detail #2146-1 and/or 2147-1.
8. Please coordinate the building enumeration notes so they are indicated on Sheet A1.0, and on the key map on Sheet A1.1. Refer to the Plan and Report Requirements for Development Applications (PRRDA).
9. On Sheet A1.1, please utilize a dashed or dotted line to indicate the locations and dimensions of required bicycle parking spaces and rack design, in accordance with Scottsdale Supplement to MAG Detail #2285. Per Detail #2285, for 4 bicycle parking spaces, a minimum 6.5 feet X 9.5 feet of site area is required. Refer to the PRRDA and Section 2-1.808 of the DSPM.
10. Please revise the site plan to indicate the locations for all existing and proposed freestanding light fixtures. Refer to the PRRDA.

#### Landscape Design:

11. Please revise the landscape plan to indicate the locations of all proposed wall-mounted and freestanding light fixtures. Refer to the PRRDA.
12. To avoid conflicts between mature-size trees and light fixtures, please shift either the location of trees or the location of light fixtures so that there is at least 20 feet between the tree trunks and the light fixtures (where needed). Refer to Sensitive Design Principle 13.
13. Due to the broad arching form of the leaves and flower stems of the *Hesperaloe parviflora* (Red Yucca), please revise the landscape plan so that the mature size of this plant will be at least four feet from the edge of any parking spaces or pedestrian areas. Refer to Section 2-1.1001.13 of the DSPM.

#### Building Elevation Design:

14. In order to improve readability, please revise the elevations to include number notations (0.0, +1.5, -0.5) that indicate the differences between planer surfaces; or utilize thicker and thinner

lines to indicate portions of the building that are nearer or farther from view. Refer to the PRRDA and Section 1.303 of the Zoning Ordinance.

15. Please provide window sections that indicate all exterior window glazing will be recessed a minimum of 50% of the exterior wall thickness; including glass curtain walls/windows within any tower/clerestory elements. Demonstrate the amount of recess by providing dimensions from the face of the exterior wall to the face of glazing, exclusive of external detailing. Refer to Sensitive Design Principle 9 and the Commercial Design Guidelines.
16. Please provide door sections that indicate all exterior doors will be recessed a minimum of 30% of the exterior wall thickness. Demonstrate the amount of recess by providing dimensions from the face of the exterior wall to the face of the door frame or panel, exclusive of external detailing. Refer to Sensitive Design Principle 9 and the Commercial Design Guidelines.
17. Please provide sections for the proposed exterior shade devices. Provide information that describes the shadow/shade that will be accomplished by the proposed device; given the vertical dimension of the wall opening. All shade devices should be designed so that the shade material has a density of at least 75%, in order to maximize the effectiveness of the shade device. Refer to Sensitive Design Principle 9 and the following link:  
<http://www.scottsdaleaz.gov/design/shading>.
18. Please revise the elevations to indicate the locations for all external wall-mounted light fixtures. Refer to the PRRDA.
19. Please revise the applicable elevation to indicate and illustrate the location of the electrical service entrance section or electrical meters and service panels for each unit. Service entrance sections (SES) or electrical meters and service panels shall be incorporated into the building design; either in a separate utility room or with the face of the SES flush to the face of the building. Refer to Section 2-1.402 of the DSPM.
20. Please confirm proposed roof drainage systems will be interior to the building, with the exception of overflow scuppers (if needed). If overflow scuppers are provided, they shall be integrated with the architectural design. Areas that are devoted to rooftop drainage shall be designed and constructed to minimize erosion or staining of nearby walls, and directs water away from the building foundation. Refer to Section 2-1.404 of the DSPM.

**Floor plan:**

21. Please provide a floor plan that indicates and illustrates the location of any roof access ladders. Refer to Section 2-1.401.3 of the DSPM.
22. Please provide a floor plan that indicates and illustrates the location of the electrical service entrance section, or electrical meters and service panels for each unit. Service entrance sections (SES) or electrical meters and service panels shall be incorporated into the building design; either in a separate utility room, or with the face of the SES flush to the face of the building. Refer to Section 2-1.402 of the DSPM.

**Technical Corrections**

The following technical ordinance or policy related corrections have been identified in the first review of the project. While these items are not as critical to scheduling the case for public hearing, they will likely affect a decision on the final plans submittal (construction and improvement documents) and should be addressed as soon as possible. Correcting these items before the hearing may also help clarify questions regarding these plans. Please address the following:



23. Please revise the landscape plan to include summary data indicating the landscape area (in square feet) of on-site, right-of-way and parking lot landscaping. Refer to Section 10.200 of the Zoning Ordinance.
24. Based on the mature size of the proposed plants, please modify planting density and layout so that it is representative of the mature size of the proposed species, relative to the planting area. In general, a 20-30% reduction of planting intensity should be implemented in order to avoid overcrowding of plants; so there will be no need to excessively trim or shear the plants. This will result in sustainable landscape improvements. Refer to Sections 10.100 and 10.700 of the Zoning Ordinance.
25. Please coordinate the landscape plan with the lighting plan to ensure there are no conflicts between mature-size trees and light poles/fixtures. Refer to Section 7.600 of the Zoning Ordinance.

Building Elevations:

26. Provide information and details related to the roof drainage system. Refer to Section 7.105 of the Zoning Ordinance.

Lighting:

27. Please coordinate the lighting plan with the landscape plan to ensure there are no conflicts between light poles/fixtures and mature-size trees. Refer to Section 7.600 of the Zoning Ordinance.
28. Notes on the lighting plans appear to be 6-point font size or less. Please revise notes so they are minimum 12-point font size (1/6 of an inch). Refer to the PRRDA.

Circulation:

29. Please provide documentation confirming the project site has legal access from Indian Bend Road.
30. Please revise the site plan to indicate the future connection at the northeast portion of the site to the driveway proposed on the parcel to the north.

Other

31. Please note: It appears the proposed buildings cannot fit within the confines of the existing condominium plat. If this is indeed the case, approval and recordation of a revised condo plat will be required prior to issuance of any permits. Also, it is unclear from the original condo plat if patios were included within each individual unit boundary. In the response letter, please confirm whether patios are going to be private space or part of the common open space for the community.
32. Please note: Any development on the property is subject to the requirements of Chapter 46, Article VI of the Scottsdale Revised Code (Protection of Archaeological Resources); specifically Section 46-134 - Discoveries of archaeological resources during construction.

Please resubmit the revised application requirements and additional information identified in Attachment A, Resubmittal Checklist, and a written summary response addressing the comments/corrections identified above as soon as possible for further review. The City will then review the revisions to determine if the application is to be scheduled for a hearing date, or if additional modifications, corrections, or additional information is necessary.



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

The Planning & Development Services Division has had this application in review for 24 Staff Review Days since the application was determined to be administratively complete.

These **1<sup>st</sup> Review Comments** are valid for a period of 180 days from the date on this letter. The Zoning Administrator may consider an application withdrawn if a revised submittal has not been received within 180 days of the date of this letter (Section 1.305. of the Zoning Ordinance).

If you have any questions, or need further assistance please contact me at 480-312-4306 or at [gbloemberg@ScottsdaleAZ.gov](mailto:gbloemberg@ScottsdaleAZ.gov).

Sincerely,

Greg Bloemberg  
Senior Planner

cc: case file

**ATTACHMENT A**  
**Resubmittal Checklist**

Case Number: **44-DR-2017**

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

- ☒ One copy: COVER LETTER – Respond to all the issues identified in the 1st Review Comment Letter
- ☒ One copy: Revised CD of submittal (DWG or DWF format only)
- ☒ One copy: Revised Narrative for Project

☒ Site Plan:

5	24" x 36"	11" x 17"	1	8 ½" x 11"
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☒ Elevations:

Color	1	24" x 36"	11" x 17"	1	8 ½" x 11"
B/W	1	24" x 36"	11" x 17"	1	8 ½" x 11"

☒ Landscape Plan:

Color	1	24" x 36"	11" x 17"	1	8 ½" x 11"
B/W	1	24" x 36"	11" x 17"	1	8 ½" x 11"

☒ Lighting Site Plan(s):

1	24" x 36"	11" x 17"	1	8 ½" x 11"
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☒ Photometric Analysis Plan(s):

1	24" x 36"	11" x 17"	1	8 ½" x 11"
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☒ Manufacturer Cut Sheets of All Proposed Lighting:

1	24" x 36"	11" x 17"	1	8 ½" x 11"
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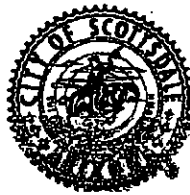
☒ Floor Plan(s):

1	24" x 36"	11" x 17"	1	8 ½" x 11"
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Technical Reports:

☒ 2 copies of Revised Drainage Report:

Resubmit the revised Drainage Reports and Storm Water Waiver application to your Project Coordinator with any prior City mark-up documents.



**DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST**

**NAME:** Prescott Smith

**PUBLIC BODY:** DRB

**DATE OF PUBLIC MEETING:** 4/19/18 **AGENDA ITEM NO.:** 6

**DESCRIPTION OF ITEM:** Worldmark by Wyndham

☒ 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:

My firm has 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]  
**Signature**

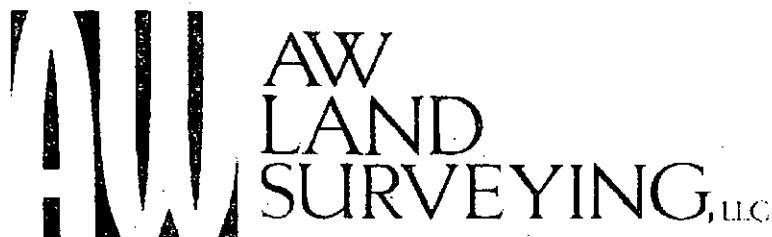
4/19/18  
**Date Signed**

**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.

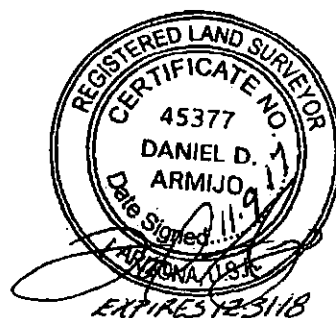
A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.

## Parcel Description

Scottsdale Club Villas Condominium as shown on the condominium plat recorded in Book 585, Page 3, Maricopa County Records, lying within a portion of the northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona.



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



# stewart title

*Real partners. Real possibilities.*

Richard Newton  
Commercial Escrow Officer

Stewart Title Arizona Agency  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
(480) 557-4565 Phone  
(602) 776-6580 Fax  
rich.newton@stewart.com

Wyndham Resort Development Corporation  
c/o Stewart Title Arizona Agency  
Attn: Mr. Jim Balsbaugh, Sr. Vice President  
2930 E. Camelback Road, Suite 210  
Phoenix, AZ 85016

Via E-Mail: Jim.Balsbaugh@stewart.com

August 26, 2016

File No.: 05501-14577  
Policy No.: O-9301-003940650  
Property: 8235 East Indian Bend Road, Scottsdale, AZ 85250

In connection with the completion of the transaction recently handled by us for you, we are pleased to enclose your policy of title insurance.

Our Company now has a special file set up on this property, therefore, we are in a position to render you excellent service in future transactions.

We appreciate having had the opportunity of serving you in this transaction, and hope we have handled it to your satisfaction.

Sincerely,



Teri Beebe  
VP/Title Manager

bc

**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY  
STEWART TITLE GUARANTY COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given to 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 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 Schedule A.
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, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or 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 circumstance 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, and encroachments onto 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, permit, 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 any improvement erected 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 a governmental police 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 of the exercise, 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.

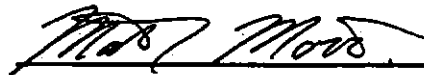
Countersigned by:

  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
(602) 462-8000  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary



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





## **2. 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.

## **5. 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.

## **6. 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 law 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 to 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

**Name and Address of  
Title Insurance Company:**

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

**File No.:** 05501-14577

**Policy No.:** O-9301-003940650

**Project No.:** SCOTTSDALE CLUB VILLAS CONDOS

**Address Reference:** 8235 East Indian Bend Road, Scottsdale, AZ 85250  
(For Company Reference Purposes Only)

**Amount of Insurance:** \$17,500,000.00

**Premium:** \$25,695.00

**Date of Policy:** August 23, 2016 at 10:14 a.m.

**1. Name of Insured:**

Wyndham Resort Development Corporation, an Oregon corporation

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

FEE, as to Parcel No. 1, EASEMENT, as to Parcel Nos. 2, 3, 4, 5 and 6

**3. Title is vested in:**

Wyndham Resort Development Corporation, an Oregon corporation

**4. The Land referred to in this policy is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO



# EXHIBIT "A"

## LEGAL DESCRIPTION

### PARCEL NO. 1:

#### Parcel A:

The following Vacation Ownership Interests:

Inventory Control #	Undivided Interest	Unit	Fixed Time / Floating Time	Fixed Unit / Floating Unit	Unit Type	Season
29-36	8/52	101	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	101	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	101	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	102	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	102	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	102	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	103	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	103	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	103	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	104	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	104	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	104	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	105	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	105	Floating Time	Floating Unit	Villa Unit	Gold
1-13, 16-18, 49-52	20/52	105	Floating Time	Floating Unit	Villa Unit	Platinum
29-32, 34-36	7/52	106	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-42, 44-48	21/22	106	Floating Time	Floating Unit	Villa Unit	Gold
1-3, 6-18, 49-52	20/22	106	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	107	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	107	Floating Time	Floating Unit	Villa	Gold

					Unit	
1-18, 49-52	22/52	107	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	108	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	108	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	108	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	139	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	139	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	139	Floating Time	Floating Unit	Villa Unit	Platinum
29, 30, 32-36	7/52	140	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	140	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	140	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	141	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	141	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	141	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	142	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	142	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	142	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	143	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	143	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	143	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	144	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	144	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	144	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	201	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	201	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	201	Floating Time	Floating Unit	Villa Unit	Platinum

29-36	8/52	202	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	202	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	202	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	203	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	203	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	203	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	204	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	204	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	204	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	205	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	205	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	205	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	206	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	206	Floating Time	Floating Unit	Villa Unit	Gold
1-7, 9-18, 49-52	21/52	206	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	207	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	207	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	207	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	208	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	208	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	208	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	239	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	239	Floating Time	Floating Unit	Villa Unit	Gold
1-8, 13-18, 49-52	18/52	239	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	240	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	240	Floating Time	Floating Unit	Villa	Gold

					Unit	
1-18, 49-52	22/52	240	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	241	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	241	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	241	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	242	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	242	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	242	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	243	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	243	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	243	Floating Time	Floating Unit	Villa Unit	Platinum
29-36	8/52	244	Floating Time	Floating Unit	Villa Unit	Silver
19-28, 37-48	22/52	244	Floating Time	Floating Unit	Villa Unit	Gold
1-18, 49-52	22/52	244	Floating Time	Floating Unit	Villa Unit	Platinum

according to the Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale Club Villas Condominium recorded in Document No. 2003-0194035 and First Amendment recorded in Document No. 2016-0540743, and plat recorded in Book 585 of Maps, Page 3, records of Maricopa County, Arizona, the exact use period(s) to be established and properly reserved in accordance with the Declaration of Dedication, Vacation Ownership Plan, and Covenants, Conditions, Restrictions and Easements for Scottsdale Resort Club recorded in Document No. 2003-0205494 and First Amendment recorded in Document No. 2016-0541661, records of Maricopa County, Arizona, and the Rules and Regulations of the Scottsdale Resort Club Owners Association

#### **Parcel B:**

Units 109 through 138, inclusive, Units 209 through 218, inclusive, Units 220 through 227, inclusive, Units 229 through 238, inclusive, Units 330 through 337, inclusive, according to the Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale Club Villas Condominium recorded in Document No. 2003-0194035 and First Amendment recorded in Document No. 2016-0540743, and plat recorded in Book 585 of Maps, Page 3, records of Maricopa County, Arizona;

TOGETHER WITH an undivided interest in the common elements as set forth in said Declaration and Plat and any Annexations thereto.

#### **PARCEL NO. 2:**

An easement for ingress and egress as created by instrument recorded in Document No. 99-0102836, records of Maricopa County, Arizona, across the following tract of land located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 12;

Thence South 89 degrees 58 minutes 10 seconds East (Assumed Bearing) along the North line of said Section 12, a distance of 1624.30 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 55.00 feet to the Southerly right-of-way line of Indian Bend Road;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly line of Indian Bend Road, a distance of 21.00 feet to the Point of Beginning of this description;

Thence South 89 degrees 58 minutes 10 seconds East, along said Southerly right-of-way, a distance of 28.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 450.00 feet;

Thence North 89 degrees 58 minutes 10 seconds West, a distance of 29.50 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.06 feet;

thence North 89 degrees 58 minutes 10 seconds West, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 24.00 feet;

Thence South 89 degrees 58 minutes 10 seconds East, a distance of 21.00 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 414.98 feet to the Point of Beginning of this description.

### **PARCEL NO. 3:**

Non-exclusive easements for pedestrian and vehicular ingress and egress, as created by instrument recorded in Document No. 2002-1072456, records of Maricopa County, Arizona, and more particularly described as follows:

### **Parcel A:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road, also the Point of Beginning of the easement herein described;



Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 14.69 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 252.43 feet;

Thence North 08 degrees 06 minutes 19 seconds West, a distance of 51.93 feet to a point on said Southern right of way line;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 21.85 feet to the Point of Beginning of the easement herein described.

**Parcel B:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road.

Thence South, leaving said Southern right of way line, a distance of 195.00 feet to the Point of Beginning of the easement herein described;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 14.42 feet;

Thence South 00 degrees 03 minutes 09 seconds West, a distance of 197.31 feet to a point of curve to the left having a radius of 4.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 56 degrees 59 minutes 01 seconds, a distance of 4.48 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 23 degrees 54 minutes 38 seconds, a distance of 12.73 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 57 degrees 37 minutes 14 seconds, a distance of 4.53 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 269.05 feet to a point of curve to the right having a radius of 58.50 feet;

Thence Easterly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 12.10 feet;

Thence South 78 degrees 47 minutes 35 seconds East, a distance of 25.39 feet;

Thence South a distance of 29.56 feet;

Thence North 78 degrees 47 minutes 35 seconds West, a distance of 31.14 feet to a point of curve to the left having a radius of 29.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 6.10 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 269.38 feet to a point of curve to the left having a radius of 4.50 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 56 degrees 37 minutes 13 seconds, a distance of 4.45 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 113 degrees 14 minutes 26 seconds, a distance of 60.28 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 56 degrees 44 minutes 11 seconds, a distance of 4.46 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 369.35 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 65 degrees 05 minutes 35 seconds West, a radial distance of 200.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 08 degrees 54 minutes 48 seconds, a distance of 31.11 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 357.92 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 00 degrees 39 minutes 45 seconds West, a radial distance of 4.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 57 degrees 22 minutes 14 seconds, a distance of 4.51 feet to a point of reverse curve to the right having a radius of 30.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 25 degrees 23 minutes 48 seconds, a distance of 13.52 feet to a point of reverse curve to the left having a radius of 4.50 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 58 degrees 45 minutes 07 seconds, a distance of 4.61 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 88.37 feet;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 14.69 feet;

Thence North, a distance of 108.83 feet to the Point of Beginning of the easement herein described.

**Parcel C:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30

feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road, also the Point of Beginning of the easement herein described;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 24.50 feet;

Thence South 00 degrees 01 minutes 39 seconds West, leaving said Southern right of way line, a distance of 118.85 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 89 degrees 58 minutes 17 seconds West, a radial distance of 52.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 22 degrees 45 minutes 58 seconds, a distance of 20.66 feet to a point of reverse curve to the left having a radius of 77.53 feet;

Thence Southerly along the arc of said curve, through a central angle of 19 degrees 37 minutes 36 seconds, a distance of 26.56 feet;

Thence South 00 degrees 03 minutes 09 seconds West, a distance of 30.27 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 14.42 feet;

Thence North, a distance of 195.00 feet to the Point of Beginning of the easement herein described.

#### **PARCEL NO. 4:**

Non-exclusive easements for pedestrian ingress and egress, as created by instrument recorded in Document No. 2002-1072460, records of Maricopa County, Arizona, and more particularly described as follows:

#### **Parcel A:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 145.50 feet to the Point of Beginning of the easement herein described;

Thence continuing Westerly along said line, a distance of 6.10 feet;

Thence North 35 degrees 01 minutes 31 seconds East, a distance of 32.37 feet;

Thence North 00 degrees 09 minutes 08 seconds East, a distance of 172.42 feet;

Thence North 89 degrees 59 minutes 40 seconds West, a distance of 41.23 feet;

Thence North 45 degrees 00 minutes 00 seconds West, a distance of 11.19 feet;

Thence North 00 degrees 02 minutes 06 seconds East, a distance of 97.01 feet to a point on said Southern right of way line of Indian Bend Road;

Thence South 89 degrees 57 minutes 54 seconds East, along said Southern right of way line, a distance of 5.00 feet;

Thence South 00 degrees 02 minutes 06 seconds West, leaving said Southern right of way line, a distance of 94.94 feet;

Thence South 45 degrees 00 minutes 00 seconds East, a distance of 7.05 feet;

Thence South 89 degrees 59 minutes 40 seconds East, a distance of 44.18 feet;

Thence South 00 degrees 09 minutes 08 seconds West, a distance of 179.00 feet;

Thence South 35 degrees 01 minutes 31 seconds West, a distance of 30.44 feet to the Point of Beginning of the easement herein described.

**Parcel B:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1289.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 303.83 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 145.50 feet to the Point of Beginning of the easement herein described;

Thence South 35 degrees 01 minutes 31 seconds West, a distance of 17.84 feet;

Thence South 00 degrees 40 minutes 10 seconds West, a distance of 43.38 feet;

Thence South 45 degrees 00 minutes 31 seconds West, a distance of 5.66 feet;

Thence South 00 degrees 00 minutes 21 seconds West, a distance of 18.18 feet;

Thence South 45 degrees 00 minutes 31 seconds East, a distance of 5.98 feet;

Thence South 00 degrees 00 minutes 40 seconds West, a distance of 21.52 feet;

Thence South 09 degrees 30 minutes 47 seconds East, a distance of 28.84 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 5.06 feet;  
Thence North 09 degrees 30 minutes 47 seconds West, a distance of 28.48 feet;  
Thence North 00 degrees 00 minutes 40 seconds East, a distance of 19.87 feet;  
Thence North 45 degrees 00 minutes 31 seconds West, a distance of 5.98 feet;  
Thence North 00 degrees 00 minutes 21 seconds East, a distance of 22.32 feet;  
Thence North 45 degrees 00 minutes 31 seconds East, a distance of 5.69 feet;  
Thence North 00 degrees 40 minutes 10 seconds East, a distance of 42.89 feet;  
Thence North 35 degrees 01 minutes 31 seconds East, a distance of 15.89 feet;  
Thence South 89 degrees 57 minutes 54 seconds East, a distance of 6.10 feet to the Point of Beginning of the easement herein described.

**Parcel C:**

An easement located in the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found brass cap in a hand hole at the Northwest corner of said Section 12, from which a found brass cap flush at the North quarter corner of said Section bears South 89 degrees 57 minutes 54 seconds East, a distance of 2614.05 feet;

Thence South 89 degrees 57 minutes 54 seconds East, along the North line of said Section 12, a distance of 1624.30 feet;

Thence South, leaving said North section line, a distance of 55.00 feet to a point on the Southern right of way line of Indian Bend Road;

Thence South, leaving said Southern right of way line, a distance of 439.48 feet to the Point of Beginning of the easement herein described;

Thence South, a distance of 10.19 feet;

Thence North 78 degrees 47 minutes 35 seconds West, a distance of 33.12 feet to a point of curve to the left having a radius of 19.50 feet;

Thence Westerly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 4.03 feet;

Thence South 89 degrees 21 minutes 32 seconds West, a distance of 676.21 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 60 degrees 34 minutes 16 seconds West, a radial distance of 265.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 56 degrees 36 minutes 28 seconds, a distance of 261.82 feet;

Thence North 07 degrees 45 minutes 31 seconds East, a distance of 10.22 feet to the point of curve of a non tangent

curve to the left, of which the radius point lies North 04 degrees 25 minutes 48 seconds West, a radial distance of 255.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 57 degrees 25 minutes 42 seconds, a distance of 255.59 feet;

Thence North 89 degrees 21 minutes 32 seconds East, a distance of 682.05 feet to a point of curve to the right having a radius of 29.50 feet;

Thence Easterly along the arc of said curve, through a central angle of 11 degrees 50 minutes 53 seconds, a distance of 6.10 feet;

Thence South 78 degrees 47 minutes 35 seconds East, a distance of 31.14 feet to the Point of Beginning of the easement herein described.

**PARCEL NO. 5:**

Non-exclusive easement for monument sign, as created by instrument recorded in Document No. 20160541662 and re-recorded in Document No. 2016-0603661, records of Maricopa County, Arizona, and more particularly described as follows:

From the Northwest corner of the below described 'Athletic Club Property', West 5 feet to the Point of Beginning;

Thence South 8 feet;

Thence West 2 feet;

Thence North 8 feet;

Thence East 2 feet to the Point of Beginning.

**Athletic Club Property (reference legal description only):**

Being a portion of the Northwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 12:

Thence South 89 degrees 57 minutes 54 seconds East (measured), South 89 degrees 58 minutes 10 seconds (record), along the North line of the Northwest quarter of said Section 12, a distance of 2124.30 feet;

Thence "South", a distance of 55.00 feet to a point on the South line of the North 55.00 feet of said Northwest quarter, said point being the Point of Beginning;

Thence continuing "South" a distance of 446.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 192.0 feet;

Thence "South" a distance of 18.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 248.00 feet;

Thence North 35 degrees 31 minutes 38 seconds West a distance of 17.21 feet;

Thence North 89 degrees 57 minutes 54 seconds West a distance of 29.50 feet;

Thence "South" a distance of 14.00 feet;

Thence North 89 degrees 57 minutes 54 seconds West, a distance of 20.50 feet;

Thence "North" a distance of 464.00 feet to a point on the South line of the North 55.00 feet of said Northwest quarter;

Thence South 89 degrees 57 minutes 54 seconds West, along said South line, a distance of 500.00 feet to the Point of Beginning.

**PARCEL NO. 6:**

Non-exclusive easement for parking, as created by instrument recorded in Document No. 20160541662 and re-recorded in Document No. 2016-0603661, records of Maricopa County, Arizona, and more particularly described as follows:

Being a portion of that certain property described in Document No. 84-0368687, Maricopa County Record, located the Northwest quarter of Section 12, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of the Plat of Scottsdale Club Villas Condominium, recorded in Book 585 of Maps, page 3, Maricopa County Records;

Thence North 89 degrees 57 minutes 54 seconds West, along the North line of said Plat, a distance of 192.00 feet;

Thence continuing along said North line, South 00 degrees 00 minutes 00 seconds East, a distance of 18.00 feet;

Thence continuing along said North line, North 89 degrees 57 minutes 54 seconds West, a distance of 25.44 feet to the Point of Beginning;

Thence continuing along said North line, North 89 degrees 57 minute 54 seconds West, a distance of 36.00 feet;

Thence departing said North line, North 00 degrees 00 minutes 00 seconds East, a distance of 15.03 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 36.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 15.05 feet to the Point of Beginning.

## SCHEDULE B

File No.: 05501-14577

Policy No.: O-9301-003940650

### EXCEPTIONS FROM COVERAGE

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

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. 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.
3. Easement for ingress and egress for public benefit and rights incident thereto, as set forth in instrument recorded in Document No. 99-102836, and shown on that certain Survey by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016 and last revised July 29, 2016. (Affects Parcel No. 2)
4. Easement for water line and rights incident thereto, as set forth in instrument recorded in Document No. 99-102837, and shown on that certain Survey by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016 and last revised July 29, 2016. (Affects Parcel No. 2)
5. Easement for access and rights incident thereto, as set forth in instrument recorded in Document No. 2001-557661, and shown on that certain Survey by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016 and last revised July 29, 2016. (Affects Parcel No. 1)
6. Easement for underground water line and rights incident thereto, as set forth in instrument recorded in Document No. 2002-035404, and shown on that certain Survey by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016 and last revised July 29, 2016. (Affects Parcel No. 1)
7. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Scottsdale Club Villas Condominium, recorded in Book 585 of Maps, page 3, 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, said easements being shown on that certain Survey by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016 and last revised July 29, 2016. (Affects Parcel No. 1)
8. All matters set forth in Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale Club Villas Condominium recorded in Document No. 2003-194035, and First Amendment recorded in Document No. 20160540743, and thereafter Assignment of Declarant's Rights recorded in Document No. 20160541663 and re-recorded in Document No. 2016-0603662, including Liabilities and obligations imposed upon said land by reason of its inclusion within Scottsdale Club Villas Condominium Association, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained therein. (Affects Parcel No. 1)



## SCHEDULE B

9. All matters set forth in Declaration of Dedication, Vacation Ownership Plan and Covenants, Conditions and Easements for Scottsdale Resort Club recorded in Document No. 2003-205494, and First Amendment recorded in Document No. 2016054661 and thereafter Assignment of Declarant's Rights recorded in Document No. 20160541664 and re-recorded in Document No. 2016-0603663, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained therein. (Affects Parcel No. 1)
10. All matters set forth in Reciprocal Easement and Maintenance Agreement recorded in Document No. 2002-1072456.
11. All matters set forth in Pedestrian Access Easement Agreement recorded in Document No. 2002-1072460.
12. Easement for electrical and telecommunication lines, facilities, fixtures and rights incident thereto, as set forth in instrument recorded in Document No. 2006-814282, and shown on that certain Survey by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016 and last revised July 29, 2016. (Affects Parcel No. 1)
13. Terms, conditions, easements, liabilities and obligations contained in instrument entitled Notice of Telecommunication Service and Non-Exclusive Access Agreement recorded in Document No. 2003-72788.
14. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
15. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2016.
16. The following matter(s) disclosed by survey of said land by Gilbert Land Surveying, PLC, Job No. 160207, dated March 25, 2016, and last revised July 29, 2016:
  - a) Right of Way for gas lines through the property as disclosed by existing gas meters at various locations.
17. Easement for service drive and rights incident thereto, as set forth in instrument recorded in Document No. 94-0515056. (Affects Parcel Nos. 3 and 4)
18. Easement for electric lines and facilities and rights incident thereto, as set forth in instrument recorded in Document No. 95-0217921. (Affects Parcel Nos. 3 and 4)
19. Easement for sewer lines and rights incident thereto, as disclosed by Sewer Maintenance Agreement recorded in Document No. 96-0497428. (Affects Parcel Nos. 3 and 4)
20. Terms, conditions, liabilities, obligations and easements as contained in an instrument entitled Cost Sharing and Easement Agreement, recorded in Document No. 20160541662 and re-recorded in Document No. 2016-0603661.
21. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in Document No. 99-0544825. (Affects Parcel No. 6)

End of Exceptions

**ALTA 9.1-06 (Modified) ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

**This endorsement is issued as to Units 119 through 138, inclusive, 220 through 227, inclusive, 229 through 238, inclusive, and 330 through 337, inclusive, of Parcel No. 1 of the Land only.**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

Date: August 23, 2016

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

Countersigned by:


  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9936-689991620

**ALTA 9.2-06 (Modified) ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

**This endorsement is issued as to Parcel No. 1 of the Land only, excepting Units 119 through 138, inclusive, 220 through 227, inclusive, 229 through 238, inclusive, and 330 through 337, inclusive.**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

Date: August 23, 2016

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

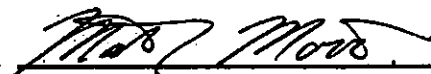
Countersigned by:


  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9936-718313271

**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Parcel(s) No. 2 in Schedule A (the "Easement") does not provide that portion of the Land identified as Parcel(s) No. 1 in Schedule A both actual vehicular and pedestrian access to and from Indian Bend Road (the "Street(s)"), (ii) the Street(s) is/are 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 Easement.

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.

Date: August 23, 2016

Countersigned by:

  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9362-591676603

**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception 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.

Date: August 23, 2016

Countersigned by:

  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9385-750756384

**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Gilbert Land Surveying, PLC dated March 25, 2016 and last revised July 29, 2016, and designated Job No. 160706.

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.

Date: August 23, 2016

Countersigned by:

  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9388-415494923



**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

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

1. the failure of a portion of the Northerly boundary of Parcel No. 1 to be contiguous to the South boundary of the easement shown in Parcel No. 2;

the failure of a portion of the Westerly boundary of the easement shown in Parcel No. 2 to be contiguous to the East boundary of the easement shown in Parcel No. 3, Parcel B;

the failure of a portion of the Northerly boundary of the easement shown in Parcel No. 3, Parcel B, to be contiguous to the Southerly boundary of the easement shown in Parcel No. 3, Parcel C;

the failure of the Westerly boundary of the easement shown in Parcel No. 3, Parcel C, to be contiguous to a portion of the Easterly boundary of the easement shown in Parcel No. 3, Parcel A;

the failure of the Southerly and a portion of the Easterly boundaries of Parcel No. 3, Parcel A, to be contiguous to portions of a Northerly and Westerly boundary of Parcel No. 3, Parcel B;

the failure of a portion of the Northerly boundary of Parcel No. 4, Parcel C, to be contiguous to Parcel No. 3, Parcel B;

the failure of the Southerly boundary of Parcel No. 4, Parcel B, to be contiguous to a portion of the Northerly boundary of Parcel No. 4, Parcel C;

the failure of the Southerly boundary of Parcel No. 4, Parcel A, to be contiguous to the Northerly boundary of Parcel No. 4, Parcel B; and

the failure of a portion of the Northerly boundary of Parcel No. 1 to be contiguous to the Southerly boundary of the easement shown in Parcel No. 6.

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

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.

Date: August 23, 2016

Countersigned by:


  
Authorized Countersignature:

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9365-386926854

**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

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

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:  
(As to Parcel No. 1 only)

174-11-208 through 225, inclusive (Units 101 through 118, inclusive)  
174-11-226 through 245, inclusive (Units 119 through 138, inclusive)  
174-11-246 through 251, inclusive (Units 139 through 144, inclusive)  
174-11-252 through 269, inclusive (Units 201 through 218, inclusive)  
174-11-270 through 277, inclusive (Units 220 through 227, inclusive)  
174-11-278 through 287, inclusive (Units 229 through 238, inclusive)  
174-11-288 through 293, inclusive (Units 239 through 244, inclusive)  
174-11-294 through 301, inclusive (Units 330 through 337, inclusive)

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

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.

Date: August 23, 2016

Countersigned by:


  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9364-432568990

**ALTA 3-06 (Zoning, vacant land/Modified) ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

**This endorsement is issued as to Units 119 through 138, inclusive, 220 through 227, inclusive, 229 through 238, inclusive, and 330 through 337, inclusive, of Parcel No. 1 of the Land only.**

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone R-5;
  - b. The following use or uses are not allowed under that classification:  
See attached R-5 Code of Ordinances.
2. There shall be no liability under this endorsement based on
  - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
  - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

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.

Date: August 23, 2016

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

Countersigned by:


  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9936-114869455

**ALTA 3.1-06 (Zoning, improved land/Modified) ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-003940650**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 05501-14577

**This endorsement is issued as to Parcel No. 1 of the Land only, excepting Units 119 through 138, inclusive, 220 through 227, inclusive, 229 through 238, inclusive, and 330 through 337, inclusive.**

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone R-5;
  - b. the following use or uses are not allowed under that classification: See attached R-5 Code of Ordinances.
  - c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
  - a. Area, width, or depth of the Land as a building site for the structure
  - b. Floor space area of the structure
  - c. Setback of the structure from the property lines of the Land
  - d. Height of the structure, or
  - e. Number of parking spaces.
3. There shall be no liability under this endorsement based on:
  - a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
  - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

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.

Date: August 23, 2016

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

Countersigned by:


  
Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.  
2930 E. Camelback Rd., Suite 210  
Phoenix, AZ 85016  
Agent ID: 03040B

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9936-214984868

# Affidavit of Authority to Act as the Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 8235 East Indian Bend Rd. Scottsdale, AZ 85258
- b. County Tax Assessor's Parcel Number: 174-11-302
- c. General Location: Scottsdale
- d. Parcel Size: 5.40 NET ACRES
- e. Legal Description: see attached legal description  
(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

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

Name (printed)

Emerson Paosser  
Rolla Eltalmas

Date

8/23, 2017  
11/6, 2017  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

Signature:

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

## Planning and Development Services

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

# Appeals of Dedication, Exactions, or Zoning Regulations



## Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication of exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

## Appeal Procedure

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

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication of exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

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

Address your appeal to:

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

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

## Planning and Development Services

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

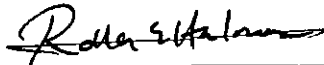


Owner Certification  
Acknowledging Receipt  
Of  
Notice Of Right To Appeal  
Exactions And Dedications

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

8235 East Indian Bend Rd. Scottsdale, AZ 85258  
(address where development approval, building permits, or city required improvements and dedications are being required)

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



Signature of Property Owner

11-6-17

Date