## MINOR LAND DIVISION PLAT NORTHSIGHT CROSSING PROPERTY AMENDED

BEING A REPLAT OF LOT 1 AND LOT 6, NORTHSIGHT CROSSING PROPERTY, AS RECORDED IN BOOK 688, PAGE 12, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 12. TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN. MARICOPA COUNTY. ARIZONA.

DEDICATION STATE OF ARIZONA COUNTY OF MARICOPA KNOW ALL MEN BY THESE PRESENTS:

101 MEGA RAINTREE, LLC AND 101 ENVY RAINTREE LLC, OWNERS, HEREBY SUBDIVIDES LOTS 1 AND 6, NORTHSIGHT CROSSING PROPERTY, AS RECORDED IN BOOK 688, PAGE 12, MARICOPA COUNTY RECORDS LYING WITHIN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SCOTTSDALE. MARICOPA COUNTY, ARIZONA, UNDER THE NAME "NORTHSIGHT CROSSING PROPERTY AMENDED", AS SHOWN ON THIS FINAL PLAT. THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING THE SUBDIVISION. EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, NAME OR DESCRIPTION GIVEN EACH RESPECTIVELY ON THIS PLAT. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES, AND SUBJECT TO THE CONDITIONS, STATED

101 MEGA RAINTREE, LLC AND 101 ENVY RAINTREE LLC, OWNERS, GRANTOR, DEDICATES, IN FEE, TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON. SEE SRC, CHAPTER 47, AS AMENDED, FOR GRANTOR'S MAINTENANCE OBLIGATIONS. WITHOUT LIMITATION, GRANTEE MAY (1) GRADE, FILL, DRAIN, PAVE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, HIGHWAYS, UTILITY LINES, PIPES AND RELATED FACILITIES, WITH BRIDGES, CULVERTS, DRAINAGE WAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS AND OTHER RELATED IMPROVEMENTS, AND (2) CUT AND TRIM BRANCHES, TREES AND GROWTH THAT EXTEND INTO THE IMPROVEMENTS, TO PREVENT INTERFERENCE WITH THE EFFICIENT MAINTENANCE AND OPERATION OF THE IMPROVEMENTS.

101 MEGA RAINTREE, LLC AND 101 ENVY RAINTREE LLC, OWNERS, GRANTOR, DEDICATES TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION, GRANTEE:

DRAINAGE AND FLOOD CONTROL (DFC):

A PERPETUAL, NON-EXCLUSIVE EASEMENT SHOWN HEREON, UPON, OVER, UNDER AND ACROSS THE PROPERTY ON THIS PLAT, FOR DRAINAGE AND FLOOD CONTROL AND ALL RELATED PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, MAINTENANCE, OPERATION, REPLACEMENT, AND REPAIR OF LEVEES, DIKES, DAMS, STORMWATER STORAGE BASINS, STORM DRAINS (SD), CHANNELS, IMPROVEMENTS, WASHES, WATERCOURSES AND OTHER DRAINAGE OR FLOOD CONTROL FACILITIES (COLLECTIVELY, "DRAINAGE FACILITIES"), SUBJECT TO THE FOLLOWING:

1.) GRANTOR IS RESPONSIBLE FOR ALL DRAINAGE FACILITIES ON THE PROPERTY. DRAINAGE FACILITIES ON THE PROPERTY MIGHT NOT BE OBVIOUS. LACK OF AWARENESS OF DRAINAGE FACILITIES DOES NOT EXCUSE FAILURE TO PERFORM THE REQUIREMENTS OF THIS DOCUMENT.

2.) GRANTOR SHALL NOT CONSTRUCT, OBSTRUCT OR ALTER ANY DRAINAGE FACILITIES ON THE PROPERTY WITHOUT GRANTEE'S PRIOR WRITTEN CONSENT.

3.) AT GRANTOR'S EXPENSE, GRANTOR SHALL MAINTAIN DRAINAGE FACILITIES IN GOOD CONDITION; REPLACE AND REPAIR DRAINAGE FACILITIES AS NECESSARY TO MAINTAIN THEIR FLOOD CARRYING OR STORAGE CAPACITY: PREVENT EROSION: AND PREVENT ANY REFUSE, DEBRIS, SEDIMENT, VEGETATION, OR OTHER OBSTRUCTION FROM ACCUMULATING IN DRAINAGE FACILITIES. GRANTEE IS NOT OBLIGATED TO PERFORM ANY SUCH WORK.

4.) IF, IN GRANTEE'S OPINION, GRANTOR FAILS TO DO SUCH WORK, THEN GRANTEE MAY DO THE WORK AT GRANTOR'S EXPENSE. IN ADDITION TO GRANTEE'S OTHER REMEDIES, THE COST OF THE WORK SHALL BE SECURED BY A LIEN THAT GRANTOR HEREBY GRANTS AGAINST THE PROPERTY, WITH INTEREST AT THE ANNUAL RATE OF EIGHT PERCENT (8%).

5.) GRANTOR SHALL INDEMNIFY, DEFEND AND HOLD GRANTEE HARMLESS AGAINST GRANTOR'S FAILURE TO PERFORM UNDER THIS DOCUMENT.

WATER FACILITIES (WF) AND SEWER FACILITIES (SF):

A PERPETUAL, NON-EXCLUSIVE EASEMENT AS SHOWN HEREON, FOR WATER AND SEWER PIPES AND OTHER RELATED FACILITIES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND REPLACEMENT OF PIPES AND OTHER RELATED FACILITIES.

GRANTOR WARRANTS AND COVENANTS TO GRANTEE AND ITS SUCCESSORS AND ASSIGNS THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY; THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN; AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY ITS DULY AUTHORIZED SIGNATORY.

	•	
BY:		
ITS:		

101 MEGA RAINTREE, LLC AND 101 ENVY RAINTREE LLC

ACKN	OWL	EDG	EM	ENT

STATE OF }			
COUNTY OF }	SS		
BEFORE ME THISD BEFORE ME, THE UNDERSIGN		018,	PERSONALLY APPEARED
	, THE L	F TO BE	PLATTED HEREON AND
IN WITNESS WHEREOF, I HER	EUNTO SET MY HAN	ID AND OFFICIAL SEAL	
NOTARY PUBLIC		EXPIRES	

#### **OWNERS:**

101 MEGA RAINTREE, LLC AND 101 ENVY RAINTREE LLC 9393 N 90TH STREET, STE, 102-259 SCOTTSDALE, AZ 85258 **CONTACT: JIM RIGGS** 

## CITY OF SCOTTSDALE STAFF PLAT APPROVAL

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

CHIEF DEVELOPMENT OFFICER	DATE
5.11.1 5.1.15.1 1.1.1	57112

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. RELATED STIPULATIONS.

		,	
BY:			
	DEVELOPMENT ENGINEERING MANAGER	DATE	

## LOT AREA TABLE

SQUARE FEET	ACRES
121,111.4	2.780
152,378.9	3.498
242,067.0	5.557
49,765.8	1.142
4,487.6	0.103
	121,111.4 152,378.9 242,067.0 49,765.8

#### FRANK LLOYD WRIGHT BLVD.



THUNDERBIRD ROAD

VICINITY MAP

### NOTES

- 1. THIS DEVELOPMENT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- 2. ALL NEW OR RELOCATED UTILITIES WILL BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE APPLICABLE CC&Rs.
- 4. AFFIDAVITS OF CORRECTION OR AMENDMENT TYPE LETTERS CONCERNING THIS PLAT ARE NOT VALID. THERE WILL BE NO REVISIONS TO THIS PLAT WITHOUT THE PLAT COORDINATORS APPROVAL.
- 5. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE COMMUNITY ASSOCIATION OR ABUTTING PROPERTY OWNER

## PERTINENT DOCUMENTS

- 1. NORTHSIGHT CROSSING PROPERTY
- BOOK 688, PAGE 12, MARICOPA COUNTY RECORDS
- RECORD OF SURVEY LOT 6 BOOK 1090, PAGE 20, MARICOPA COUNTY RECORDS
- 3. RECORD OF SURVEY BOOK 1400, PAGE 39, MARICOPA COUNTY RECORDS
- 4. RECORD OF SURVEY
- BOOK 1345, PAGE 14, MARICOPA COUNTY RECORDS
- 5. MINOR LAND DIVISION PLAT BOOK 1401, PAGE 16, MARICOPA COUNTY RECORDS

Stormwater Review By: Nerijus Baronas, P.E., CFM Phone: 480-312-7072 Fax: 480-312-9187 e-mail: nbaronas@ScottsdaleAZ.gov Review Cycle / Date 11-6-18

PLEBE SUBMIT FLOURE DEPICTING STORMWATER MANAGEMENT INFASTRUCTURE AND MAINTENANCE

## BASIS OF BEARING

THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE NORTH RESPONS TO BILLITY AGREE MENT LINE OF LOT 1 OF NORTHSIGHT CROSSING PROPERTY USING A BEARING OF SOUTH 85 DEGREES FOR THE 4 PROPOSED LOTS 00 MINUTES 35 SECONDS EAST, AS SHOWN ON THE FINAL PLAT RECORDED IN BOOK 688, PAGE 12. MARICOPA COUNTY RECORDS.

## LAND SURVEYOR'S CERTIFICATION

This is to certify that

- 1. I am a land surveyor registered to practice in Arizona
- This plat was made under my direction
- 3. This plat meets the "Minimum Standards for Arizona Land Boundary Surveys"
- 4. The survey and division of the subject property described and platted hereon were made during the month of July 2018.
- 5. The survey is true and complete as shown
- 6. All monuments as shown exist and their positions are correctly shown. Said monuments are sufficient to enable the survey to be retraced.

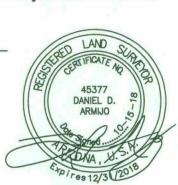
DANIEL D. ARMIJO **RLS 45377** AW LAND SURVEYING, LLC PO BOX 2170 CHANDLER, AZ 85244 (480) 244-7630

SHEET INDEX

SHEET DESCRIPTION

COVER SHEET

LOTS AND EASEMENTS



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MINOR LAND DIVISION PLAT NORTHSIGHT CROSSING PROPERTY **AMENDED SECTION 12 TOWNSHIP 3 NORTH** 

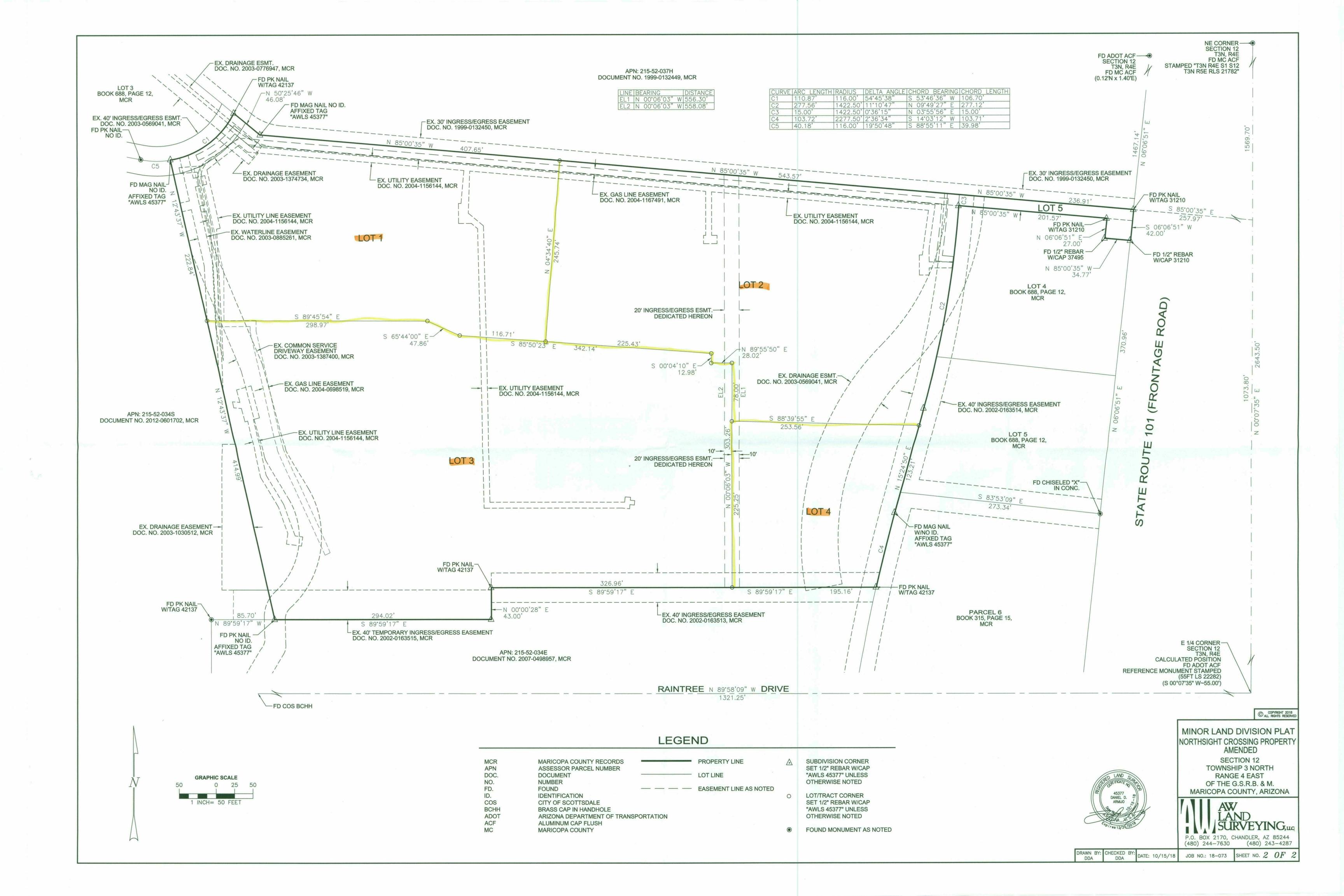
**RANGE 4 EAST** OF THE G.S.R.B. & M. MARICOPA COUNTY, ARIZONA

12-MD-2018 10/17/2018

(480) 244-7630 (480) 243-4287

COVERSHEET CHECKED BY:

JOB NO.: 18-073 SHEET NO.  $1\ OF\ 2$ 



## PARCEL DESCRIPTION (Order No. 18000994-040-BN1-RLC)

PARCEL NO. 1:

Lot 6, NORTHSIGHT CROSSING PROPERTY, according to Book 688 of Maps, Page 12, records of Maricopa County, Arizona;

EXCEPT all coal, oil, gas and other mineral deposits, and also all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755) as set forth in Patent to

#### PARCEL NO. 2:

A non-exclusive easement for purpose of ingress and egress for general roadway and for purposes for installing, operating, maintaining and repairing utility lines as created in Easement Agreement recorded in Recording No. 99-0132450, records of Maricopa County, Arizona;

EXCEPTING therefrom any portion of said land lying within the hereinabove described Parcel 1.

#### PARCEL NO. 3:

A non-exclusive easement over, across and upon the common driveway for purposes of ingress and egress, and for purposes of installing, operating, maintaining and repairing utility lines as created in Permanent Reciprocal Easement Agreement recorded in Recording No. 2002-0163513, records of Maricopa County, Arizona; Excepting therefrom any portion of said land lying within the hereinabove described Parcel 1.

#### PARCEL NO. 4:

A non-exclusive easement for ingress and egress over driveways and constructing, installing, operating, maintaining and repairing and replacing underground utility lines including gas, water and sewer lines and conduit for electric and telephone service as created in Permanent Reciprocal Easement Agreement recorded in Recording No. 2002-0163514, records of Maricopa County, Arizona;

Excepting therefrom any portion of said land lying within the hereinabove described Parcel 1.

#### PARCEL NO. 5:

A non-exclusive easement for access and utilities as created in Reciprocal Easement Agreement, recorded May 5, 2003 in Recording No. 2003-0569041, records of Maricopa County, Arizona;

Excepting therefrom any portion of said land lying within the hereinabove described Parcel 1.

#### PARCEL NO. 6:

A non-exclusive easement for drainage as created in Reciprocal Easement Agreement, recorded in June 16, 2003, in Recording No. 2003-0776947 records of Maricopa County, Arizona.

#### PARCEL NO. 7:

A non-exclusive casement for ingress and egress as created in "Declaration of Reciprocal Easement Agreement", recorded in Recording No. 2003-1374731 and First Amendment to Declaration of Reciprocal Easement and Operating Agreement recorded January 3, 2005 in Recording No. 2005-0005680, records of Maricopa County, Arizona.

### SCHEDULE "B" ITEMS

Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes

### Reservations contained in the Patent

From: The United States of America Recording Date: January 13, 1956 Recording No: Docket 1803, Page 286 and

Recording Date: March 13, 1975 Recording No: Docket 11071, Page 89

### Which among other things recites as follows:

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

- 3. Water rights, claims or title to water, whether or not disclosed by the public records.
- Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 315 of Maps. Page 15.

## (PLOTTED AND SHOWN ON SURVEY)

AFFECTS SUBJECT PROPERTY—(5) Matters contained in that certain document

Entitled: Reciprocal Easement Agreement Recording Date: February 10, 1999 Recording No: 99-0132450

Reference is hereby made to said document for full particulars.

# (PLOTTED AND SHOWN ON SURVEY)

AFFECTS SUBJECT PROPERTY—6. Matters contained in that certain document

**Entitled: Drainage Easement Agreement** Recording Date: February 10, 1999 Recording No: 99-0132451

Reference is hereby made to said document for full particulars.

## (PLOTTED AND SHOWN ON SURVEY)

AFFECTS SUBJECT PROPERTY— 7 Matters contained in that certain document

Entitled: Permanent Reciprocal Easement Agreement Recording Date: February 15, 2002 Recording No: 2002-0163513

Reference is hereby made to said document for full particulars.

#### AFFECTS SUBJECT PROPERTY——(8) Matters contained in that certain document (PLOTTED AND SHOWN ON SURVEY)

Entitled: Permanent Reciprocal Easement Agreement Recording Date: February 15, 2002 Recording No: 2002-0163514

Reference is hereby made to said document for full particulars.

# ALTA/NSPS LAND TITLE SURVEY

## 8688 & 8698 E RAINTREE DRIVE SCOTTSDALE, ARIZONA

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

## SCHEDULE "B" ITEMS (Order No. 18000994-040-BN1-RLC)

(PLOTTED AND SHOWN ON SURVEY)

DOES NOT AFFECT SUBJECT PROPERTY—(9) Matters contained in that certain document

**Entitled: Temporary Easement Agreement** Recording Date: February 15, 2002 Recording No: 2002-0163515

Reference is hereby made to said document for full particulars

#### AFFECTS SUBJECT PROPERTY—10 Matters contained in that certain document (NOT PLOTTED: BLANKET IN NATURE) Entitled: City of Scottsdale Lot Split Approval

Recording Date: April 26, 2002 Recording No: 2002-0431053

Reference is hereby made to said document for full particulars.

#### AFFECTS SUBJECT PROPERTY—(1) Matters contained in that certain document (NOT PLOTTED; BLANKET IN NATURE)

Entitled: Agreement Recording Date: December 26, 2002 Recording No: 2002-1396457 Reference is hereby made to said document for full particulars

DOES NOT AFFECT SUBJECT PROPERTY——(2) Matters contained in that certain document (PLOTTED AND SHOWN ON SURVEY)

**Entitled: Reciprocal Easement Agreement** Recording Date: May 05, 2003 Recording No: 2003-0569041 Reference is hereby made to said document for full particulars

## (PLOTTED AND SHOWN ON SURVEY)

DOES NOT AFFECT SUBJECT PROPERTY—(13) Matters contained in that certain document

Entitled: Reciprocal Easement Agreement Recording Date: June 16, 2003 Recording No: 2003-0776947 Reference is hereby made to said document for full particulars

#### AFFECTS SUBJECT PROPERTY——(14) Matters contained in that certain document (PLOTTED AND SHOWN ON SURVEY)

Entitled: Declaration of Reciprocal Easement Agreement Recording Date: September 30, 2003 Recording No: 2003-1374731

First Amendment recorded January 03, 2005 in Recording No. 2005-0005680 Reference is hereby made to said document for full particulars.

## (NOT PLOTTED; BLANKET IN NATURE)

AFFECTS SUBJECT PROPERTY—(15) Matters contained in that certain document

Entitled: Memorandum of Design Approval Rights Recording Date: September 30, 2003 Recording No: 2003-1374736 Reference is hereby made to said document for full particulars.

## (PLOTTED AND SHOWN ON SURVEY)

DOES NOT AFFECT SUBJECT PROPERTY—16 Matters contained in that certain document

Entitled: Easement Agreement Common Service Driveway Recording Date: October 02, 2003 Recording No: 2003-1387400 Reference is hereby made to said document for full particulars.

# (PLOTTED AND SHOWN ON SURVEY)

AFFECTS SUBJECT PROPERTY——(17) Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 688 of Maps,

# (PLOTTED AND SHOWN ON SURVEY)

(NOT PLOTTED; BLANKET IN NATURE)

AFFECTS SUBJECT PROPERTY—48 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

## Recording No: 2004-1156144

AFFECTS SUBJECT PROPERTY—(9) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in

## Recording No: 2005-0005910

the document

## (NO EASEMENTS CREATED)

AFFECTS SUBJECT PROPERTY—20 Matters shown on record of survey:

Recording Date: October 01, 2004

### Recording No.: Book 1090 of Maps, Page 20

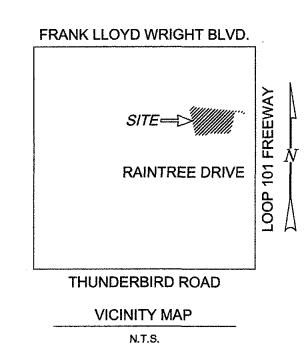
### 21. A financing statement as follows:

Debtor: Enterprise Bank & Trust Secured Party: Umbral 2, L.L.C. Recording Date: November 18, 2015 Recording No: 20150824468

### 22. A financing statement as follows:

Debtor: Ski-Pro Inc. Secured Party: Umbral 2, L.L.C. Recording Date: November 18, 2015 Recording No: 20150824469

- 23. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 24. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.



## **GENERAL NOTES**

- 1. ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, ORDER NO. 18000994-040-BN1-RLC, DATED MAY 31, 2018 AND A COMMITMENT FOR TITLE INSURANCE PREPARED BY THOMAS TITLE AND ESCROW AGENCY, FILE NO. 3097TAZ DATED JULY 23, 2018.
- 2. A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT TO THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE.
- 3. SURVEY FIELD WORK WAS COMPLETED ON SEPTEMBER 10, 2018.
- 4. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

## NOTES: (Table "A" Items")

1. SET A 1/2" REBAR W/CAP "AWLS 45377" AT PROPERTY CORNERS AS SHOWN HEREON UNLESS OTHERWISE NOTED.

2. PARCEL 1 (LOT 1): AREA IS 452,138,0 SQUARE FEET OR 10,380 ACRES, MORE OR LESS,

PARCEL 1 (LOT 6):

AREA IS 117,674.4 SQUARE FEET OR 2.701 ACRES, MORE OR LESS.

ADJOINER INFORMATION IS PER MARICOPA COUNTY ASSESSOR WEBSITE.

## BASIS OF BEARING

THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE NORTH LINE OF LOT 1 OF NORTHSIGHT CROSSING PROPERTY USING A BEARING OF SOUTH 85 DEGREES 00 MINUTES 35 SECONDS EAST, AS SHOWN ON THE FINAL PLAT RECORDED IN BOOK 688, PAGE 12, MARICOPA COUNTY RECORDS.

## BENCHMARK

BENCHMARK IS A CITY OF PHOENIX BRASS CAP IN HANDHOLE BEING THE SOUTH 1/4 CORNER OF SECTION 12, T3N, R4E.

**ELEVATION = 1434.36' NAVD 88** 

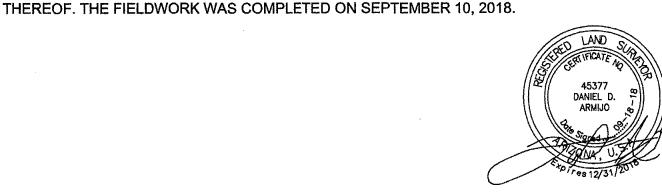
### CERTIFICATION

To: PCRES Holdings, LLC, an Arizona limited liability company Ferrado L.A. LLC, a Delaware limited liability company Commonwealth Land Title Insurance Company

Thomas Title and Escrow Agency

Stearns Bank National Association U.S. Bank, National Association, as Trustee, as successor in Interest to Bank of America National Association, as Trustee, as Successor by Merger to LaSalle Bank National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2008-TOP29, by its Special Servicer C-III Asset Management LLC, a Delaware limited liability company

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8, AND 13 OF TABLE A



ALTA/NSPS LAND TITLE SURVEY 8688 & 8698 E RAINTREE DRIVE SCOTTSDALE, ARIZONA NE 1/4 OF SECTION 12 TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE G.S.R.B. & M. MARICOPA COUNTY, ARIZONA



DRAWN BY: CHECKED BY DATE: 09/18/18 | JOB NO.: 18-073

SHEET NO.  $1 \ OF \ 7$ 

12-MD-2018

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### PARCEL DESCRIPTION (File No. 3097TAZ)

PARCEL NO. 1:

LOT 1, NORTHSIGHT CROSSING PROPERTY, ACCORDING TO BOOK 688 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR PURPOSES OF INGRESS AND EGRESS FOR GENERAL ROADWAY AND FOR PURPOSES OF INSTALLING, OPERATING, MAINTAINING AND REPAIRING UTILITY LINES AS CREATED IN EASEMENT AGREEMENT RECORDED AS 99-0132450, OF OFFICIAL RECORDS;

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL NO. 1.

PARCEL NO. 3:

A NON-EXCLUSIVE EASEMENT OVER, ACROSS AND UPON THE COMMON DRIVEWAY FOR PURPOSES OF INGRESS AND EGRESS, AND FOR PURPOSES OF INSTALLING, OPERATING, MAINTAINING AND REPAIRING UTILITY LINES AS CREATED IN PERMANENT RECIPROCAL EASEMENT AGREEMENT RECORDED AS 2002-0163513, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL NO. 1.

PARCEL NO.4:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER DRIVEWAYS AND CONSTRUCTING, INSTALLING OPERATING, MAINTAINING, REPAIRING AND REPLACING UNDERGROUND UTILITY LINES INCLUDING GAS, WATER AND SEWER LINES AND CONDUIT FOR ELECTRIC AND TELEPHONE SERVICE AS CREATED IN PERMANENT RECIPROCAL EASEMENT AGREEMENT RECORDED AS 2002-0163514, OF OFFICIAL RECORDS;

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL NO. 1.

PARCEL NO. 5:

A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES AS CREATED IN RECIPROCAL EASEMENT AGREEMENT, RECORDED MAY 05, 2003 AS 2003-0569041, OF OFFICIAL RECORDS;

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL NO. 1.

PARCEL NO. 6:

THOSE BENEFICIAL AND APPURTENANT EASEMENTS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENT AGREEMENT RECORDED AS 2003-1374731, OF OFFICIAL RECORDS, AND THEREAFTER AMENDMENT RECORDED AS 2005-0005680, OF OFFICIAL RECORDS.

PARCEL NO. 7:

THAT BENEFICIAL AND APPURTENANT EASEMENT SET FORTH IN RECIPROCAL EASEMENT AGREEMENT COMMON SERVICE DRIVEWAY RECORDED AS 2003-1387400, OF OFFICIAL RECORDS.

### SCHEDULE "B" ITEMS (File No. 3097TAZ)

- 1. Taxes for the full year of 2018, none due and payable. (The first half is due October 1, 2018 and is delinquent November 1, 2018. The second half is due March 1, 2019 and is delinquent May 1, 2019).
- 2. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
- 3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
- (PLOTTED AND SHOWN ON SURVEY) recorded as 99-132451, of Official Records. AFFECTS SUBJECT PROPERTY—5. The terms, conditions and provisions contained in the document entitled Reciprocal Easement (PLOTTED AND SHOWN ON SURVEY) Agreement recorded as 99-132450, of Official Records.
- AFFECTS SUBJECT PROPERTY—6. An easement for common driveway and utilities and incidental purposes recorded as 2002-0163513, of Official Records. (PLOTTED AND SHOWN ON SURVEY)

AFFECTS SUBJECT PROPERTY—4. The terms, conditions and provisions contained in the document entitled Drainage Easement Agreement

- AFFECTS SUBJECT PROPERTY——7. An easement for ingress, egress and underground utilities and incidental purposes recorded as 2002-0163514, of Official Records. (PLOTTED AND SHOWN ON SURVEY)
- AFFECTS SUBJECT PROPERTY——8. The terms, conditions and provisions contained in the document entitled Agreement recorded December (NOT PLOTTED; BLANKET IN NATURE)

  The terms, conditions and provisions contained in the document entitled Agreement recorded December 26, 2002 as 2002-1396457, of Official Records.
- AFFECTS SUBJECT PROPERTY—9. The terms, conditions and provisions contained in the document entitled Reciprocal Easement (PLOTTED AND SHOWN ON SURVEY) Agreement recorded as 2003-569041, of Official Records.

(PLOTTED AND SHOWN ON SURVEY)

- AFFECTS SUBJECT PROPERTY—(10) An easement for access and utilities and incidental purposes recorded as 2003-0569042, of Official Records. (PLOTTED AND SHOWN ON SURVEY)
- AFFECTS SUBJECT PROPERTY—(11.) An easement for drainage and incidental purposes recorded as 2003-0776947, of Official Records. (PLOTTED AND SHOWN ON SURVEY) AFFECTS SUBJECT PROPERTY — 12. An easement for waterline and incidental purposes recorded as 2003-0885261, of Official Records.
  - 13. INTENTIONALLY OMITTED An easement for sight distance and incidental purposes recorded as
  - 2003-1030513, of Official Records.
- AFFECTS SUBJECT PROPERTY——14 An easement for drainage and flood control and incidental purposes recorded as 2003-1374734, of Official Records. (PLOTTED AND SHOWN ON SURVEY) AFFECTS SUBJECT PROPERTY—(15.) The terms, conditions and provisions contained in the document entitled Declaration of Reciprocal Figure 15. Encompet Agreement recorded as 2003, 1374731, of Official Records and First Amendment recorded. (NOT PLOTTED; BLANKET IN NATURE) Easement Agreement recorded as 2003-1374731, of Official Records and First Amendment recorded as
- 2005-005680, of Official Records AFFECTS SUBJECT PROPERTY—(16.) The terms, conditions and provisions contained in the document entitled Memorandum of Design (NOT PLOTTED; BLANKET IN NATURE) Approval Rights recorded as 2003-1374736, of Official Records.
- AFFECTS SUBJECT PROPERTY—(17) The terms, conditions and provisions contained in the document entitled Easement Agreement recorded (PLOTTED AND SHOWN ON SURVEY) as 2003-1387400, of Official Records.
- AFFECTS SUBJECT PROPERTY—(18) Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as (PLOTTED AND SHOWN ON SURVEY) Book 315 of Maps, Page 15, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- AFFECTS SUBJECT PROPERTY—(19.) An easement for utilities and incidental purposes recorded as 2004-1156144, of Official Records. (PLOTTED AND SHOWN ON SURVEY)
- AFFECTS SUBJECT PROPERTY (20) An easement for gas line and incidental purposes recorded as 2004-1167491, of Official Records.
- AFFECTS SUBJECT PROPERTY—(21) An easement for gas line and incidental purposes recorded as 2004-0698519, of Official Records.
- AFFECTS SUBJECT PROPERTY—(22) Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 688 of Maps, Page 12, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
  - 23. An unrecorded lease dated September 22, 2003, executed by NSHE Lisco, LLC, as lessor and Wild Oats Markets, Inc., as lessee, as disclosed by a Memorandum of Lease to Lease Agreement recorded January 10, 2005 as 2005-034669, of Official Records.
  - 24. The terms, conditions and provisions contained in the document entitled Financial Obligation Agreement for Payment of Water, Sewer and Water Resources Development Fees and Penalties recorded March 24, 2005 as 2005-0357997, of Official Records.
  - 25. The terms, conditions and provisions contained in the document entitled Financial Obligation Agreement for Payment of Water, Sewer and Water Resources Development Fees and Penalties recorded May 19, 2005 as 2005-0668103, of Official Records.
  - 26. An unrecorded lease dated July 29, 2005, executed by NSHE Lisco LLC, an Arizona limited liability company, as lessor and Sport Chalet, Inc., a Delaware corporation, as lessee, as disclosed by a Memorandum of Lease recorded September 8, 2005 as 2005-1316965, of Official Records.
  - 27. The terms, conditions and provisions contained in the document entitled Financial Obligation Agreement for Payment of Water, Sewer and Water Resources Development Fees and Penalties recorded January 26, 2007 as 2007-0103223, of Official Records.
  - 28. INTENTIONALLY OMITTED Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.
  - 29. Any rights, interest or claims of parties in possession of the land not shown by the public records.

#### I FGEND

LEGEND	
MCR APN	MARICOPA COUNTY RECORDS ASSESSOR PARCEL NUMBER
CB SDG EM LP EJB SCO GM GI ECB CTR FH WV WMB WBP FDC ATM ICB HW E-VLT EM	CATCH BASIN STORM DRAIN GRATE ELECTRIC METER LIGHT POLE ELECTRIC JUNCTION BOX SEWER CLEANOUT GAS METER GREASE INTERCEPTOR ELECTRIC CABINET CABLE TV RISER FIRE HYDRANT WATER VALVE WATER METER BOX WATER BACKFLOW PREVENTOR FIRE DEPARTMENT CONNECTION AUTOMATIC TELLER MACHINE IRRIGATION CONTROL BOX HEADWALL ELECTRIC VAULT ELECTRIC METER
<b>(D)</b>	STORMDRAIN MANHOLE
S	SEWER MANHOLE
$\oslash$	BARRIER POST
	SIGN
	CONCRETE
	PROPERTY LINE
which would wante thinks hadout framed who	EASEMENT LINE AS NOTED
	ADJOINER LINE
$\Diamond$	COMMITMENT FOR TITLE INSURANCE PREPARED BY COMMONWEALTH LAND

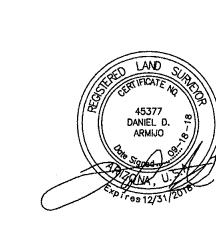
PREPARED BY THOMAS TITLE AND ESCROW AGENCY, FILE NO. 3097TAZ, DATED JULY 23, TC: XX.XX **TOP OF CURB ELEVATION** GE: XX.XX **GUTTER ELEVATION** PE: XX.XX **PAVEMENT ELEVATION** 

INSURANCE COMPANY, ORDER NO.

COMMITMENT FOR TITLE INSURANCE

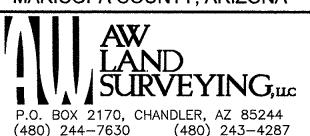
18000994-040-BN1-RLC, DATED MAY 31, 2018

CE; XX.XX CONCRETE ELEVATION FFE: XX.XX FINISH FLOOR ELEVATION



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O ALL RIGHTS RESERVE ALTA/NSPS LAND TITLE SURVEY 8688 & 8698 E RAINTREE DRIVE SCOTTSDALE, ARIZONA NE 1/4 OF SECTION 12 TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE G.S.R.B. & M. MARICOPA COUNTY, ARIZONA



DRAWN BY: CHECKED BY: DATE: 09/18/18 JOB NO.: 18-073 SHEET NO.  $2\ OF$  7

