

**207 Waiver**  
**Title**  
**Legal Description**  
**Policy or Appeals**  
**Correspondence Between Legal & Staff**  
**Letter of Authorization**

Legal

# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: Not Yet Assigned
- b. County Tax Assessor's Parcel Number: 219-13-399
- c. General Location: Pima Road / Cave Creek Road
- d. Parcel Size: 5.6 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)

Date

Signature

Budy Herrera  
Keaton Herrera  
Mark Rubi-Schko  
Dan Greek

8/08, 2018  
8/08, 2018  
8/08, 2018  
8/08, 2018

[Signature]  
[Signature]  
[Signature]  
[Signature]

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • scottsdaleaz.gov



**EXHIBIT "A"**

A PORTION OF PARCEL A, DESERT MOUNTAIN PARCEL 19, RECORDED IN BOOK 1392, PAGE 33, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, BEING ALSO CORNER ES-1, TRACT A, EXCHANGE SURVEY NO. 658, APPROVED BY THE PUBLIC SURVEY OFFICE ON APRIL 25, 1931 AND ACCEPTED BY THE DEPARTMENT OF THE INTERIOR GENERAL LAND OFFICE ON MAY 21, 1931, A 3-INCH BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, A 3-INCH ALUMINUM CAP STAMPED LS33307-2011, BEARS NORTH 00°03'54" WEST (BASIS OF BEARING), A DISTANCE OF 2643.06 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00°03'54" WEST, A DISTANCE OF 368.78 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°56'06" EAST, A DISTANCE OF 55.00 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, NORTH 82°10'13" EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 82°59'10" EAST, A DISTANCE OF 508.22 FEET;

THENCE SOUTH 77°30'47" EAST, A DISTANCE OF 13.67 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 02°07'10" EAST, A DISTANCE OF 102.71 FEET;

THENCE NORTH 89°17'18" EAST, A DISTANCE OF 11.23 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 54.47 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN EMERGENCY SERVICE ACCESS (E.S.A.) AND WATER SEWER FACILITIES (W.S.F.) EASEMENT, OF SAID DESERT MOUNTAIN PARCEL 19, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE ALONG SAID SOUTHERLY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 462.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 01°30'46" EAST, THROUGH A CENTRAL ANGLE OF 00°31'20", A DISTANCE OF 4.21 FEET, TO THE CURVES END;

THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 19.79 FEET, TO A POINT HEREBY DESIGNATED AS POINT "A" FOR FUTURE USE IN THIS DESCRIPTION;

THENCE CONTINUING SOUTH 89°00'34" EAST, A DISTANCE OF 96.71 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 54.79 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 35.68 FEET;

THENCE NORTH 85°40'59" EAST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;



THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°12'08", A DISTANCE OF 53.24 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 69.29 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 72.80 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 16°21'06", A DISTANCE OF 85.62 FEET, TO THE CURVES END;

THENCE NORTH 82°09'41" EAST, A DISTANCE OF 27.53 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 62°28'31", A DISTANCE OF 65.42 FEET, TO THE CURVES END;

THENCE SOUTH 35°21'48" EAST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 49.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 300°00'00", A DISTANCE OF 256.56 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF REVERSE CURVATURE;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID NORTHERLY LINE, NORTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO THE CURVES END;

THENCE NORTH 35°21'48" WEST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE,

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 47°11'04", A DISTANCE OF 69.18 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 07°18'26" EAST, A DISTANCE OF 33.28 FEET;

THENCE NORTH 46°09'31" EAST, A DISTANCE OF 100.47 FEET;

THENCE NORTH 75°56'53" EAST, A DISTANCE OF 34.78 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 41°56'38" EAST, A DISTANCE OF 118.85 FEET;

THENCE SOUTH 34°44'03" EAST, A DISTANCE OF 176.23 FEET;

THENCE SOUTH 19°44'12" EAST, A DISTANCE OF 135.85 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL A;



THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, SOUTH 87°10'12" WEST, A DISTANCE OF 143.27 FEET;

THENCE NORTH 65°24'49" WEST, A DISTANCE OF 45.13 FEET;

THENCE NORTH 22°39'36" WEST, A DISTANCE OF 60.43 FEET;

THENCE NORTH 72°41'09" WEST, A DISTANCE OF 86.34 FEET;

THENCE NORTH 88°37'16" WEST, A DISTANCE OF 415.56 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 66°33'37", A DISTANCE OF 139.40 FEET, TO A POINT OF INTERSECT WITH A NON-TANGENT LINE;

THENCE SOUTH 84°43'00" WEST, A DISTANCE OF 92.81 FEET;

THENCE NORTH 77°30'47" WEST, A DISTANCE OF 86.16 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT "A";

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 48.58 FEET, TO THE EASTERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY LINE, CONTINUING NORTH 00°00'00" EAST, A DISTANCE OF 45.50 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 17°36'37", A DISTANCE OF 57.78 FEET, TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID NORTHERLY LINE, NORTH 86°41'10" EAST, A DISTANCE OF 428.94 FEET;

THENCE NORTH 86°10'05" EAST, A DISTANCE OF 85.25 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 05°17'00" EAST, A DISTANCE OF 138.84 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE LEAVING SAID PROLONGATION, ALONG SAID NORTHERLY LINE, WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 276.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 00°46'10" WEST, THROUGH A CENTRAL ANGLE OF 09°16'57", A DISTANCE OF 44.72 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 344.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 78.26 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 296.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 64.09 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET,

CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $12^{\circ}12'08''$ , A DISTANCE OF 58.35 FEET, TO THE CURVES END;

THENCE SOUTH  $85^{\circ}40'59''$  WEST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $23^{\circ}13'58''$ , A DISTANCE OF 45.41 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF  $28^{\circ}32'25''$ , A DISTANCE OF 42.84 FEET, TO THE CURVES END;

THENCE NORTH  $89^{\circ}00'34''$  WEST, A DISTANCE OF 72.55 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF  $89^{\circ}00'34''$ , A DISTANCE OF 38.84 FEET, TO THE POINT OF BEGINNING.





*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American**

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National  
Commercial Services

Commitment No.: NCS-897925A-PHX1

Property Address: Desert Mountain Parcel 19, Scottsdale, AZ

Revision No.:

Issuing Office: 2425 E. Camelback Road, Suite 300,  
Phoenix, AZ 85016

Issuing Office File No.: NCS-897925A-PHX1

### SCHEDULE A

1. Commitment Date: August 08, 2018 8:00 AM
2. Policy to be issued:
  - (a) ☐ ALTA® Policy  
Proposed Insured: City of Scottsdale  
Proposed Policy Amount: \$0.00
  - (b) ☐ ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$0.00
  - (c) ☐ ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple**

4. The Title is, at the Commitment Date, vested in: DM19, LLC, an Arizona limited liability company
5. The Land is described as follows:

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

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**First American**

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

Commitment No.: NCS-897925A-PHX1

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

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

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

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

6. All of 2017 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$113,188.10 for the year 2017 under Assessor's Parcel No. 219-13-244 1.

(Covers More Property)

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7. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$14,000,000.00, recorded July 20, 2017 as 2017-0530949 of Official Records.
- Dated: July 20, 2017  
Trustor: DM 19, LLC, an Arizona limited liability company  
Trustee: First American Title Insurance Company, a Nebraska corporation  
Beneficiary: DM Real Estate Holdings, LLC, an Arizona limited liability company

(Covers More Property)

8. Record Partial release of Collateral Assignment executed by DM Real Estate Holdings, LLC, an Arizona limited liability company, Assignor, to ZB, N.A. dba National Bank of Arizona, Assignee, recorded July 20, 2017, as 2017-0531359 of Official Records. which collaterally assigned the Beneficial interest in that certain Deed of Trust, recorded July 20, 2017, as 2017-0530949 of Official Records.

(Covers More Property)

9. Record full Termination of Option executed by DM19, LLC, an Arizona limited liability company, as Optionor, and PIMA 58, LLC, an Arizona limited liability company, as Optionee, recorded March 19, 2018 as 2018-0202531 of Official Records.
10. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

#### **REQUIREMENT SATISFIED**

11. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
12. Furnish any amendments to the Articles of Organization filed with the Arizona Corporation Commission, any amendments to the Operating Agreement or changes in membership subsequent to July 20, 2017, relating to DM19, LLC, a(n) Arizona limited liability company.
13. Recordation of an instrument sufficient to First American Title Insurance Company that will establish proper means of ingress and egress from the land insured herein to a public roadway.

NOTE: Upon satisfactory compliance with the above Requirement, the Exception referring to lack of access will be deleted from Schedule B.

14. Record Warranty Deed from DM19, LLC, an Arizona limited liability company to Family Development LLC, an Arizona limited liability company.

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15. Record Warranty Deed from Family Development LLC, an Arizona limited liability company to Buyer(s).

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

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

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

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**First American**

## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

Commitment No.: NCS-897925A-PHX1

#### **SCHEDULE B, PART II**

##### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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

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1. Taxes for the full year of 2018.  
(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 contained in the Patent from the United States of America recorded in Book 270 of Deeds, Page 134 of Official Records, reading as follows:

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

3. Electric easement recorded in 88-365329 of Official Records, 20.00 sewer line easement and water line easement, public trail easement and notes as shown on the plat of Map of Dedication and Parcel Map North Scottsdale Aquifer Storage & Recovery Project, as recorded in Book 754 of Maps, Page 30, 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).

Release of Easement recorded as 2007-1123589 of Official Records.

Map of Easement Release recorded in Book 1400 of Maps, Page 17.

4. An easement for vehicular and pedestrian ingress and egress, pipeline and general utilities and incidental purposes in the document recorded as 92-0116948 of Official Records.
5. The terms and provisions contained in the document entitled "Declaration Limiting Total Development" recorded January 26, 2000 as 00-0062296 of Official Records.
6. The terms and provisions contained in the document entitled "Agreement For The Waiver Of Claims For Diminution In Value Of Property" recorded December 8, 2016 as 2016-0905111 and in 2016-0905113 of Official Records.
7. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

8. Water rights, claims or title to water, whether or not shown by the public records.
9. The terms and provisions contained in the document entitled "Public Improvements Covenant to Construct" recorded June 7, 2018 as 2018-0434841 of Official Records.
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Desert Mountain Parcel 19, as recorded in Plat Book 1392, Page(s) 33, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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11. Lack of a right of access to and from the land.

NOTE: ABOVE EXCEPTION TO BE DELETED UPON SATISFACTION OF REQUIREMENT NO. 13  
HEREIN.

NOTE: UPON RECORDATION OF ABOVE DEED MEMORANDUM OF OPTION AGREEMENT RECORDED  
JULY 31, 2018 AS 2018-0579598 OF OFFICIAL RECORDS WILL BE TERMINATED AS TO PROPERTY  
CONVEYED HEREIN. OPTION AGREEMENT COVERS MORE PROPERTY.

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**First American**

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

File No.: NCS-897925A-PHX1

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A PORTION OF PARCEL A, DESERT MOUNTAIN PARCEL 19, RECORDED IN BOOK 1392, PAGE 33, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, BEING ALSO CORNER ES-1, TRACT A, EXCHANGE SURVEY NO. 658, APPROVED BY THE PUBLIC SURVEY OFFICE ON APRIL 25, 1931 AND ACCEPTED BY THE DEPARTMENT OF THE INTERIOR GENERAL LAND OFFICE ON MAY 21, 1931, A 3-INCH BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, A 3-INCH ALUMINUM CAP STAMPED LS33307-2011, BEARS NORTH 00°03'54" WEST (BASIS OF BEARING), A DISTANCE OF 2643.06 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00°03'54" WEST, A DISTANCE OF 368.78 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°56'06" EAST, A DISTANCE OF 55.00 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, NORTH 82°10'13" EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 82°59'10" EAST, A DISTANCE OF 508.22 FEET;

THENCE SOUTH 77°30'47" EAST, A DISTANCE OF 13.67 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 02°07'10" EAST, A DISTANCE OF 102.71 FEET;

THENCE NORTH 89°17'18" EAST, A DISTANCE OF 11.23 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 54.47 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN EMERGENCY SERVICE ACCESS (E.S.A.) AND WATER SEWER FACILITIES (W.S.F.) EASEMENT, OF SAID DESERT MOUNTAIN PARCEL 19, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE ALONG SAID SOUTHERLY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 462.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 01°30'46" EAST, THROUGH A CENTRAL ANGLE OF 00°31'20", A DISTANCE OF 4.21 FEET, TO THE CURVES END;

THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 19.79 FEET, TO A POINT HEREBY DESIGNATED AS POINT "A" FOR FUTURE USE IN THIS DESCRIPTION;

THENCE CONTINUING SOUTH 89°00'34" EAST, A DISTANCE OF 96.71 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 54.79 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, CONCAVE

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SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 35.68 FEET;

THENCE NORTH 85°40'59" EAST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°12'08", A DISTANCE OF 53.24 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 69.29 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 72.80 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 16°21'06", A DISTANCE OF 85.62 FEET, TO THE CURVES END;

THENCE NORTH 82°09'41" EAST, A DISTANCE OF 27.53 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 62°28'31", A DISTANCE OF 65.42 FEET, TO THE CURVES END;

THENCE SOUTH 35°21'48" EAST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 49.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 300°00'00", A DISTANCE OF 256.56 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF REVERSE CURVATURE;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID NORTHERLY LINE, NORTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO THE CURVES END;

THENCE NORTH 35°21'48" WEST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE,

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 47°11'04", A DISTANCE OF 69.18 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 07°18'26" EAST, A DISTANCE OF 33.28 FEET;

THENCE NORTH 46°09'31" EAST, A DISTANCE OF 100.47 FEET;

THENCE NORTH 75°56'53" EAST, A DISTANCE OF 34.78 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 41°56'38" EAST, A DISTANCE OF 118.85 FEET;

THENCE SOUTH 34°44'03" EAST, A DISTANCE OF 176.23 FEET;

THENCE SOUTH 19°44'12" EAST, A DISTANCE OF 135.85 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, SOUTH 87°10'12"

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WEST, A DISTANCE OF 143.27 FEET;

THENCE NORTH 65°24'49" WEST, A DISTANCE OF 45.13 FEET;

THENCE NORTH 22°39'36" WEST, A DISTANCE OF 60.43 FEET;

THENCE NORTH 72°41'09" WEST, A DISTANCE OF 86.34 FEET;

THENCE NORTH 88°37'16" WEST, A DISTANCE OF 415.56 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 66°33'37", A DISTANCE OF 139.40 FEET, TO A POINT OF INTERSECT WITH A NON-TANGENT LINE;

THENCE SOUTH 84°43'00" WEST, A DISTANCE OF 92.81 FEET;

THENCE NORTH 77°30'47" WEST, A DISTANCE OF 86.16 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT "A";

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 48.58 FEET, TO THE EASTERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY LINE, CONTINUING NORTH 00°00'00" EAST, A DISTANCE OF 45.50 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 17°36'37", A DISTANCE OF 57.78 FEET, TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID NORTHERLY LINE, NORTH 86°41'10" EAST, A DISTANCE OF 428.94 FEET;

THENCE NORTH 86°10'05" EAST, A DISTANCE OF 85.25 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 05°17'00" EAST, A DISTANCE OF 138.84 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE LEAVING SAID PROLONGATION, ALONG SAID NORTHERLY LINE, WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 276.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 00°46'10" WEST, THROUGH A CENTRAL ANGLE OF 09°16'57", A DISTANCE OF 44.72 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 344.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 78.26 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 296.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 64.09 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°12'08", A DISTANCE OF 58.35 FEET, TO THE CURVES END;

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THENCE SOUTH 85°40'59" WEST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 45.41 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 42.84 FEET, TO THE CURVES END;

THENCE NORTH 89°00'34" WEST, A DISTANCE OF 72.55 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 89°00'34", A DISTANCE OF 38.84 FEET, TO THE POINT OF BEGINNING.

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April 21, 2016

**Via Hand-Delivery, to:**

City of Scottsdale  
Planning & Development Services Department  
7447 East Indian School Road, Suite 105  
Scottsdale, Arizona 85251

***Re: Letter of Authorization – 279-PA-2016 (Desert Mountain – Parcel 19)***

To Whom It May Concern:

This letter authorizes the firms and companies of The M3 Companies, Berry Riddell, Greey Pickett, Wood Patel, Land Development Services, Technical Solutions, and Stanley Consultants to represent and act on behalf of DM Real Estate LLC in connection with the General Plan Amendment, Zoning, Use Permit, Development Review Board, Preliminary Plat applications and related City matters for the 89+/- acre property located north of the northeast corner of Pima and Cave Creek Roads (Desert Mountain Parcel 19) the City of Scottsdale, Maricopa County, Arizona.

DM Real Estate Holdings, LLC

By: 

Its: PRESIDENT

**AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER**

1. This affidavit concerns the following parcel of land:

- a. Street Address: 37080 N Cave Creek Rd, Scottsdale, AZ 85262
- b. County Tax Assessor's Parcel Number 219-13-244
- c. General Location N Pima Rd and E Cave Creek Rd
- d. Parcel Size: Approx 89 acres
- e. Legal Description: See Attached  
(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

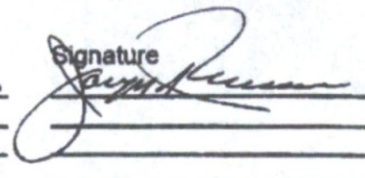
5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

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 or 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)  
JOE MASLICE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date  
4/22 2016  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS**

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

#### **RIGHTS OF PROPERTY OWNER**

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

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

#### **APPEAL PROCEDURE**

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

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

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

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

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

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


**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:

37080 N Cave Creek Rd, Scottsdale, AZ 85262

(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

4/25/16  
Date





## Submittal Fee

Project Name: DESERT Mtn # 19 Pre-App#: 279 PA 2016  
Fee Type: 2N8 Fee Amount: \$ 1,020  
Staff Name: \_\_\_\_\_ Signature: Louise Phone: x \_\_\_\_\_ Date: \_\_\_\_\_

### Planning, Neighborhood & Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-2500 • Fax: 480-312-7088



# City of Scottsdale Cash Transmittal

# 106852

106852  
00913270  
6/17/2016 PLN-1510P  
CRIV HPTC60  
6/17/2016 10:4  
\$7,020.00

**Received From :**

M3 Acquisitions, LLC  
4222 E CAMELBACK RD STE H100  
PHOENIX, AZ 85018

**Bill To :**

**Reference #** 279-PA-2016  
**Address** 37080 N CAVE CREEK RD  
**Subdivision** M.O.D. NORTH SCOTTSDALE AQUIFER STORAGE & RECOVERY  
**Marketing Name**  
**MCR** 754-30  
**APN** 219-13-244  
**Owner Information**  
Robert Jones - Desert Mountain Real Estate Holding  
10550 E. Desert Hills Drive  
Scottsdale, AZ 85262  
480-595-4030

**Lot Number** 8  
**County** No  
**Gross Lot Area** 0  
**NAOS Lot Area** 0  
**Net Lot Area**  
**Number of Units** 1  
**Density**

**Issued Date** 6/17/2016  
**Paid Date**  
**Payment Type** CHECK  
**Cost Center**  
**Metes/Bounds** No  
**Water Zone**  
**Water Type**  
**Sewer Type**  
**Meter Size**  
**QS** 62-49

Code	Description	Additional	Qty	Amount	Account Number
3170	REZONING APPLICATION		1	\$7,020.00	100-21300-44221

17-ZN-2016  
6/17/16

SIGNED BY ASHLEY PORTER ON 6/17/2016

Total Amount

\$7,020.00

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)

TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 106852



# Request To Submit Concurrent Development Applications

## Acknowledgment and Agreement



The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more of the development applications are related to another development application. City Staff may agree to process concurrently where one or more the development applications related to the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input checked="" type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	<input type="checkbox"/> Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input checked="" type="checkbox"/> None

Owner: Dan 19 LLC  
Company: \_\_\_\_\_  
Address: 4222 E Camelback Rd H-100  
Phone: 602 386 1308 Fax: \_\_\_\_\_  
E-mail: alex@mslcompanies.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications; 4) to placing a development application on hold in order to continue processing a concurrent development application that is related to an another development application; and 5) that upon completion of the City review(s) of the development applications, one or more of the development application(s) may not be approved.

Property owner (Print Name): William Browder Title: Authorized Agent  
AAO Signature Date: 8/13/18

Official Use Only:	Submittal Date: _____
Request: <input type="checkbox"/> Approved or <input type="checkbox"/> Denied	
Staff Name (Print): _____	
Staff Signature: _____	Date: _____

# Request for Site Visits and/or Inspections

## Construction Document Application



This request concerns all property identified in the construction document (plan review) application.

Project Name: The Retreat at Seven Desert Mountain

Project Address: \_\_\_\_\_

### STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the construction document.

### STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the construction document in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner /Property owner's agent: William Browne  
Print Name

[Signature]  
Signature

### City Use Only:

Submittal Date: \_\_\_\_\_ Plan review number: \_\_\_\_\_

### Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)



A.R.S § 9-833. Inspections; applicability

- A. A municipal inspector or regulator who enters any premises of a regulated person for the purpose of conducting an inspection shall:
  - 1. Present photo identification on entry of the premises.
  - 2. On initiation of the inspection, state the purpose of the inspection and the legal authority for conducting the inspection.
  - 3. Disclose any applicable inspection fees.
  - 4. Except for a food and swimming pool inspection, afford an opportunity to have an authorized on-site representative of the regulated person accompany the municipal inspector or regulator on the premises, except during confidential interviews.
  - 5. Provide notice of the right to have:
    - (a) Copies of any original documents taken from the premises by the municipality during the inspection if the municipality is permitted by law to take original documents.
    - (b) A split or duplicate of any samples taken during the inspection if the split or duplicate of any samples, where appropriate, would not prohibit an analysis from being conducted or render an analysis inconclusive.
    - (c) Copies of any analysis performed on samples taken during the inspection.
  - 6. Inform each person whose conversation with the municipal inspector or regulator during the inspection is tape recorded that the conversation is being tape recorded.
  - 7. Inform each person interviewed during the inspection that statements made by the person may be included in the inspection report.
- B. On initiation of, or two working days before, an inspection of any premises of a regulated person, except for a food and swimming pool inspection that has up to one working day after an inspection, a municipal inspector or regulator shall provide the following in writing or electronically:
  - 1. The rights described in subsection A of this section.
  - 2. The name and telephone number of a municipal contact person available to answer questions regarding the inspection.
  - 3. The due process rights relating to an appeal of a final decision of a municipality based on the results of the inspection, including the name and telephone number of a person to contact within the municipality and any appropriate municipality, county or state government ombudsman.
- C. A municipal inspector or regulator shall obtain the signature of the regulated person or on-site representative of the regulated person on the writing prescribed in subsection B of this section indicating that the regulated person or on-site representative of the regulated person has read the writing prescribed in subsection B of this section and is notified of the regulated person's or on-site representative of the regulated person's inspection and due process rights. The municipality shall maintain a copy of this signature with the inspection report. Unless the regulated person at the time of the inspection is informed how the report can be located electronically, the municipality shall leave a copy with the regulated person or on-site representative of the regulated person. If a regulated person or on-site representative of the regulated person is not at the site or refuses to sign the writing prescribed in subsection B of this section, the municipal inspector or regulator shall note that fact on the writing prescribed in subsection B of this section.
- D. A municipality that conducts an inspection shall give a copy of, or provide electronic access to, the inspection report to the regulated person or on-site representative of the regulated person either:
  - 1. At the time of the inspection.
  - 2. Notwithstanding any other state law, within thirty working days after the inspection.
  - 3. As otherwise required by federal law.

- E. The inspection report shall contain deficiencies identified during an inspection. Unless otherwise provided by law, the municipality may provide the regulated person an opportunity to correct the deficiencies unless the municipality determines that the deficiencies are:
  - 1. Committed intentionally.
  - 2. Not correctable within a reasonable period of time as determined by the municipality.
  - 3. Evidence of a pattern of noncompliance.
  - 4. A risk to any person, the public health, safety or welfare or the environment.
- F. If the municipality allows the regulated person an opportunity to correct the deficiencies pursuant to subsection E of this section, the regulated person shall notify the municipality when the deficiencies have been corrected. Within thirty working days of receipt of notification from the regulated person that the deficiencies have been corrected, the municipality shall determine if the regulated person is in substantial compliance and notify the regulated person whether or not the regulated person is in substantial compliance, unless the determination is not possible due to conditions of normal operations at the premises. If the regulated person fails to correct the deficiencies or the municipality determines the deficiencies have not been corrected within a reasonable period of time, the municipality may take any enforcement action authorized by law for the deficiencies.
- G. A municipality's decision pursuant to subsection E or F of this section is not an appealable municipal action.
- H. At least once every month after the commencement of the inspection, a municipality shall provide the regulated person with an update, in writing or electronically, on the status of any municipal action resulting from an inspection of the regulated person. A municipality is not required to provide an update after the regulated person is notified that no municipal action will result from the municipality's inspection or after the completion of municipal action resulting from the municipality's inspection.
- I. This section does not authorize an inspection or any other act that is not otherwise authorized by law.
- J. This section applies only to inspections necessary for the issuance of a license or to determine compliance with licensure requirements. This section does not apply:
  - 1. To criminal investigations and undercover investigations that are generally or specifically authorized by law.
  - 2. If the municipal inspector or regulator has reasonable suspicion to believe that the regulated person may be or has been engaged in criminal activity.
  - 3. Inspections by a county board of health or a local health department pursuant to section 36-603.
- K. If a municipal inspector or regulator gathers evidence in violation of this section, the violation shall not be a basis to exclude the evidence in a civil or administrative proceeding, if the penalty sought is the denial, suspension or revocation of the regulated person's license or a civil penalty of more than one thousand dollars.
- L. Failure of a municipal employee to comply with this section:
  - 1. Constitutes cause for disciplinary action or dismissal pursuant to adopted municipal personnel policy.
  - 2. Shall be considered by the judge and administrative law judge as grounds for reduction of any fine or civil penalty.
- M. A municipality may adopt rules or ordinances to implement this section.
- N. This section:
  - 1. Shall not be used to exclude evidence in a criminal proceeding.
  - 2. Does not apply to a municipal inspection that is requested by the regulated person.





Current Planning Services  
Long Range Planning Services

**NOTICE OF INSPECTION RIGHTS**  
**A.R.S. § 9-833**

**You have the right to:**

- Have the City staff member present a photo ID.
- Have the City staff member state the purpose for the planning inspection and legal authority to conduct it.
- Know the amount of inspection fees if applicable.
- An on-site representative may accompany the City staff member during the inspection except during confidential interviews and may:
  - Receive copies of any documents taken during the inspection.
  - Receive a split of any samples taken during the inspection.
  - Receive copies of any analysis of the samples taken when available.
- Be informed if statements are being recorded.
- Be given notice that any statements may be used in an inspection report.
- Be presented with a copy of your inspection rights.
- Be notified of the due process rights pertaining to an appeal

**You are hereby notified and informed of the following:**

- The inspection is conducted pursuant to the authority of A.R.S § 9-462.05. and/or Scottsdale Revised Code, Appendix B, Article I. Section 1.203.
- Any statements made by anyone interviewed during this inspection may be included in the inspection report.
- Information on appeal rights related to this inspection is found under Scottsdale Revised Code, Appendix B, Article I. Section 1.801.
- There is no inspection fee associated with this inspection.

I acknowledge I have been informed of my inspection rights. If I decline to sign this form, the inspector(s) may still proceed with the inspection.

If I have any questions, I may contact the City staff member, \_\_\_\_\_  
at the following number \_\_\_\_\_.

Signature: William Brown Date: 8/13/18

Printed Name: William Brown

☐ Check box if signature refused

Copy of Bill of Rights left at: \_\_\_\_\_

**41-DR-2018**  
**9/4/2018**

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:

\_\_\_\_\_  
(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

\_\_\_\_\_  
Date





**First American**

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

### COMMITMENT FOR TITLE INSURANCE

**Issued By**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**First American**

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

Commitment No.: NCS-897925A-PHX1

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

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

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

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

6. All of 2017 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$113,188.10 for the year 2017 under Assessor's Parcel No. 219-13-244 1.

(Covers More Property)

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7. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$14,000,000.00, recorded July 20, 2017 as 2017-0530949 of Official Records.
- Dated: July 20, 2017
- Trustor: DM 19, LLC, an Arizona limited liability company
- Trustee: First American Title Insurance Company, a Nebraska corporation
- Beneficiary: DM Real Estate Holdings, LLC, an Arizona limited liability company

(Covers More Property)

8. Record Partial release of Collateral Assignment executed by DM Real Estate Holdings, LLC, an Arizona limited liability company, Assignor, to ZB, N.A. dba National Bank of Arizona, Assignee, recorded July 20, 2017, as 2017-0531359 of Official Records. which collaterally assigned the Beneficial interest in that certain Deed of Trust, recorded July 20, 2017, as 2017-0530949 of Official Records.

(Covers More Property)

9. Record full Termination of Option executed by DM19, LLC, an Arizona limited liability company, as Optionor, and PIMA 58, LLC, an Arizona limited liability company, as Optionee, recorded March 19, 2018 as 2018-0202531 of Official Records.
10. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

#### **REQUIREMENT SATISFIED**

11. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
12. Furnish any amendments to the Articles of Organization filed with the Arizona Corporation Commission, any amendments to the Operating Agreement or changes in membership subsequent to July 20, 2017, relating to DM19, LLC, a(n) Arizona limited liability company.
13. Recordation of an instrument sufficient to First American Title Insurance Company that will establish proper means of ingress and egress from the land insured herein to a public roadway.

NOTE: Upon satisfactory compliance with the above Requirement, the Exception referring to lack of access will be deleted from Schedule B.

14. Record Warranty Deed from DM19, LLC, an Arizona limited liability company to Family Development LLC, an Arizona limited liability company.

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15. Record Warranty Deed from Family Development LLC, an Arizona limited liability company to Buyer(s).

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

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

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

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**First American**

## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

Commitment No.: NCS-897925A-PHX1

#### **SCHEDULE B, PART II**

##### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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

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1. Taxes for the full year of 2018.  
(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 contained in the Patent from the United States of America recorded in Book 270 of Deeds, Page 134 of Official Records, reading as follows:

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

3. Electric easement recorded in 88-365329 of Official Records, 20.00 sewer line easement and water line easement, public trail easement and notes as shown on the plat of Map of Dedication and Parcel Map North Scottsdale Aquifer Storage & Recovery Project, as recorded in Book 754 of Maps, Page 30, 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).

Release of Easement recorded as 2007-1123589 of Official Records.

Map of Easement Release recorded in Book 1400 of Maps, Page 17.

4. An easement for vehicular and pedestrian ingress and egress, pipeline and general utilities and incidental purposes in the document recorded as 92-0116948 of Official Records.
5. The terms and provisions contained in the document entitled "Declaration Limiting Total Development" recorded January 26, 2000 as 00-0062296 of Official Records.
6. The terms and provisions contained in the document entitled "Agreement For The Waiver Of Claims For Diminution In Value Of Property" recorded December 8, 2016 as 2016-0905111 and in 2016-0905113 of Official Records.
7. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

8. Water rights, claims or title to water, whether or not shown by the public records.
9. The terms and provisions contained in the document entitled "Public Improvements Covenant to Construct" recorded June 7, 2018 as 2018-0434841 of Official Records.
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Desert Mountain Parcel 19, as recorded in Plat Book 1392, Page(s) 33, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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Map of Easement Release recorded in Book 1400 of Maps, Page 17.

11. Lack of a right of access to and from the land.

NOTE: ABOVE EXCEPTION TO BE DELETED UPON SATISFACTION OF REQUIREMENT NO. 13  
HEREIN.

NOTE: UPON RECORDATION OF ABOVE DEED MEMORANDUM OF OPTION AGREEMENT RECORDED  
JULY 31, 2018 AS 2018-0579598 OF OFFICIAL RECORDS WILL BE TERMINATED AS TO PROPERTY  
CONVEYED HEREIN. OPTION AGREEMENT COVERS MORE PROPERTY.

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**First American**

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-897925A-PHX1

File No.: NCS-897925A-PHX1

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A PORTION OF PARCEL A, DESERT MOUNTAIN PARCEL 19, RECORDED IN BOOK 1392, PAGE 33, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, BEING ALSO CORNER ES-1, TRACT A, EXCHANGE SURVEY NO. 658, APPROVED BY THE PUBLIC SURVEY OFFICE ON APRIL 25, 1931 AND ACCEPTED BY THE DEPARTMENT OF THE INTERIOR GENERAL LAND OFFICE ON MAY 21, 1931, A 3-INCH BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, A 3-INCH ALUMINUM CAP STAMPED LS33307-2011, BEARS NORTH 00°03'54" WEST (BASIS OF BEARING), A DISTANCE OF 2643.06 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00°03'54" WEST, A DISTANCE OF 368.78 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°56'06" EAST, A DISTANCE OF 55.00 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, NORTH 82°10'13" EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 82°59'10" EAST, A DISTANCE OF 508.22 FEET;

THENCE SOUTH 77°30'47" EAST, A DISTANCE OF 13.67 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 02°07'10" EAST, A DISTANCE OF 102.71 FEET;

THENCE NORTH 89°17'18" EAST, A DISTANCE OF 11.23 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 54.47 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN EMERGENCY SERVICE ACCESS (E.S.A.) AND WATER SEWER FACILITIES (W.S.F.) EASEMENT, OF SAID DESERT MOUNTAIN PARCEL 19, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE ALONG SAID SOUTHERLY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 462.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 01°30'46" EAST, THROUGH A CENTRAL ANGLE OF 00°31'20", A DISTANCE OF 4.21 FEET, TO THE CURVES END;

THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 19.79 FEET, TO A POINT HEREBY DESIGNATED AS POINT "A" FOR FUTURE USE IN THIS DESCRIPTION;

THENCE CONTINUING SOUTH 89°00'34" EAST, A DISTANCE OF 96.71 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 54.79 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, CONCAVE

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SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 35.68 FEET;

THENCE NORTH 85°40'59" EAST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°12'08", A DISTANCE OF 53.24 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 69.29 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 72.80 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 16°21'06", A DISTANCE OF 85.62 FEET, TO THE CURVES END;

THENCE NORTH 82°09'41" EAST, A DISTANCE OF 27.53 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 62°28'31", A DISTANCE OF 65.42 FEET, TO THE CURVES END;

THENCE SOUTH 35°21'48" EAST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 49.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 300°00'00", A DISTANCE OF 256.56 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF REVERSE CURVATURE;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID NORTHERLY LINE, NORTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO THE CURVES END;

THENCE NORTH 35°21'48" WEST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE,

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 47°11'04", A DISTANCE OF 69.18 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 07°18'26" EAST, A DISTANCE OF 33.28 FEET;

THENCE NORTH 46°09'31" EAST, A DISTANCE OF 100.47 FEET;

THENCE NORTH 75°56'53" EAST, A DISTANCE OF 34.78 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 41°56'38" EAST, A DISTANCE OF 118.85 FEET;

THENCE SOUTH 34°44'03" EAST, A DISTANCE OF 176.23 FEET;

THENCE SOUTH 19°44'12" EAST, A DISTANCE OF 135.85 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, SOUTH 87°10'12"

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WEST, A DISTANCE OF 143.27 FEET;

THENCE NORTH 65°24'49" WEST, A DISTANCE OF 45.13 FEET;

THENCE NORTH 22°39'36" WEST, A DISTANCE OF 60.43 FEET;

THENCE NORTH 72°41'09" WEST, A DISTANCE OF 86.34 FEET;

THENCE NORTH 88°37'16" WEST, A DISTANCE OF 415.56 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 66°33'37", A DISTANCE OF 139.40 FEET, TO A POINT OF INTERSECT WITH A NON-TANGENT LINE;

THENCE SOUTH 84°43'00" WEST, A DISTANCE OF 92.81 FEET;

THENCE NORTH 77°30'47" WEST, A DISTANCE OF 86.16 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT "A";

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 48.58 FEET, TO THE EASTERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY LINE, CONTINUING NORTH 00°00'00" EAST, A DISTANCE OF 45.50 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 17°36'37", A DISTANCE OF 57.78 FEET, TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID NORTHERLY LINE, NORTH 86°41'10" EAST, A DISTANCE OF 428.94 FEET;

THENCE NORTH 86°10'05" EAST, A DISTANCE OF 85.25 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 05°17'00" EAST, A DISTANCE OF 138.84 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE LEAVING SAID PROLONGATION, ALONG SAID NORTHERLY LINE, WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 276.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 00°46'10" WEST, THROUGH A CENTRAL ANGLE OF 09°16'57", A DISTANCE OF 44.72 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 344.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 78.26 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 296.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 64.09 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°12'08", A DISTANCE OF 58.35 FEET, TO THE CURVES END;

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THENCE SOUTH 85°40'59" WEST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 45.41 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 42.84 FEET, TO THE CURVES END;

THENCE NORTH 89°00'34" WEST, A DISTANCE OF 72.55 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 89°00'34", A DISTANCE OF 38.84 FEET, TO THE POINT OF BEGINNING.

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# Request To Submit Concurrent Development Applications

## Acknowledgment and Agreement



The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more of the development applications are related to another development application. City Staff may agree to process concurrently where one or more the development applications related to the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
<b>Zoning</b>	<b>Development Review</b>	<b>Signs</b>
<input type="checkbox"/> Text Amendment (TA)	<input checked="" type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
<b>Exemptions to the Zoning Ordinance</b>	<b>Land Divisions (PP)</b>	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input checked="" type="checkbox"/> <b>CONDO REVIEW</b>

Owner: DM19, LLC  
 Company: \_\_\_\_\_  
 Address: 4222 E Camelback Rd #100, Phoenix AZ 85018  
 Phone: 602 386 1308 Fax: \_\_\_\_\_  
 E-mail: alex@dm19.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications; 4) to placing a development application on hold in order to continue processing a concurrent development application that is related to an another development application; and 5) that upon completion of the City review(s) of the development applications, one or more of the development application(s) may not be approved.

Property owner (Print Name): William Brander Title: Authorized Agent  
 Signature: [Signature] Date: 8/13/18

### Official Use Only:

Submittal Date: \_\_\_\_\_

Request: ☐ Approved or ☐ Denied

Staff Name (Print): \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Planning and Development Services

7447 East Indian School Road Suite 105, Scottsdale, Arizona 85251 • www.ScottsdaleAZ.gov

Request to Submit Concurrent Development Applications

Page 1 of 1

Revision Date: 02/02/2015

41-DR-2018  
9/4/2018

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:

\_\_\_\_\_  
(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

8/13/18  
Date

**41-DR-2018**  
**9/4/2018**



## Request for Site Visits and/or Inspections Development Application (Case Submittals)



This request concerns all property identified in the development application.

Pre-application No: \_\_\_\_\_-PA-\_\_\_\_\_

Project Name: The Retreat at Seven Desert Mountain

Project Address: \_\_\_\_\_

### STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

### STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owner's agent: William Browder

Print Name

[Signature]

Signature

### City Use Only:

Submittal Date: \_\_\_\_\_ Case number: \_\_\_\_\_

### Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)



Current Planning Services  
Long Range Planning Services

**NOTICE OF INSPECTION RIGHTS**  
**A.R.S. § 9-833**

**You have the right to:**

- Have the City staff member present a photo ID.
- Have the City staff member state the purpose for the planning inspection and legal authority to conduct it.
- Know the amount of inspection fees if applicable.
- An on-site representative may accompany the City staff member during the inspection except during confidential interviews and may:
  - Receive copies of any documents taken during the inspection.
  - Receive a split of any samples taken during the inspection.
  - Receive copies of any analysis of the samples taken when available.
- Be informed if statements are being recorded.
- Be given notice that any statements may be used in an inspection report.
- Be presented with a copy of your inspection rights.
- Be notified of the due process rights pertaining to an appeal

**You are hereby notified and informed of the following:**

- The inspection is conducted pursuant to the authority of A.R.S § 9-462.05. and/or Scottsdale Revised Code, Appendix B, Article I. Section 1.203.
- Any statements made by anyone interviewed during this inspection may be included in the inspection report.
- Information on appeal rights related to this inspection is found under Scottsdale Revised Code, Appendix B, Article I. Section 1.801.
- There is no inspection fee associated with this inspection.

I acknowledge I have been informed of my inspection rights. If I decline to sign this form, the inspector(s) may still proceed with the inspection.

If I have any questions, I may contact the City staff member, \_\_\_\_\_

at the following number \_\_\_\_\_

Signature: \_\_\_\_\_ Date: 8/13/18

Printed Name: William Browder

☐ Check box if signature refused

Copy of Bill of Rights left at: \_\_\_\_\_



# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: Not Yet Assigned
- b. County Tax Assessor's Parcel Number: Portion of 219-13-399
- c. General Location: Pima Road / Cave Creek Road, Scottsdale
- d. Parcel Size: 5.6 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)

Date

Signature

Budy Herrera  
Keaton Herrera  
Mark Rubischko  
Tom Gettings

8/08, 20 15  
8/08, 20 18  
8/08, 20 18  
8/9, 20 18

[Signature]  
[Signature]  
[Signature]  
[Signature]

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov



**EXHIBIT "A"**

A PORTION OF PARCEL A, DESERT MOUNTAIN PARCEL 19, RECORDED IN BOOK 1392, PAGE 33, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, BEING ALSO CORNER ES-1, TRACT A, EXCHANGE SURVEY NO. 658, APPROVED BY THE PUBLIC SURVEY OFFICE ON APRIL 25, 1931 AND ACCEPTED BY THE DEPARTMENT OF THE INTERIOR GENERAL LAND OFFICE ON MAY 21, 1931, A 3-INCH BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, A 3-INCH ALUMINUM CAP STAMPED LS33307-2011, BEARS NORTH 00°03'54" WEST (BASIS OF BEARING), A DISTANCE OF 2643.06 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00°03'54" WEST, A DISTANCE OF 368.78 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°56'06" EAST, A DISTANCE OF 55.00 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, NORTH 82°10'13" EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 82°59'10" EAST, A DISTANCE OF 508.22 FEET;

THENCE SOUTH 77°30'47" EAST, A DISTANCE OF 13.67 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 02°07'10" EAST, A DISTANCE OF 102.71 FEET;

THENCE NORTH 89°17'18" EAST, A DISTANCE OF 11.23 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 54.47 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN EMERGENCY SERVICE ACCESS (E.S.A.) AND WATER SEWER FACILITIES (W.S.F.) EASEMENT, OF SAID DESERT MOUNTAIN PARCEL 19, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE ALONG SAID SOUTHERLY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 462.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 01°30'46" EAST, THROUGH A CENTRAL ANGLE OF 00°31'20", A DISTANCE OF 4.21 FEET, TO THE CURVES END;

THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 19.79 FEET, TO A POINT HEREBY DESIGNATED AS POINT "A" FOR FUTURE USE IN THIS DESCRIPTION;

THENCE CONTINUING SOUTH 89°00'34" EAST, A DISTANCE OF 96.71 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 54.79 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 35.68 FEET;

THENCE NORTH 85°40'59" EAST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;



THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°12'08", A DISTANCE OF 53.24 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 69.29 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 72.80 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 16°21'06", A DISTANCE OF 85.62 FEET, TO THE CURVES END;

THENCE NORTH 82°09'41" EAST, A DISTANCE OF 27.53 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 62°28'31", A DISTANCE OF 65.42 FEET, TO THE CURVES END;

THENCE SOUTH 35°21'48" EAST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 49.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 300°00'00", A DISTANCE OF 256.56 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF REVERSE CURVATURE;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID NORTHERLY LINE, NORTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 26.18 FEET, TO THE CURVES END;

THENCE NORTH 35°21'48" WEST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE,

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 47°11'04", A DISTANCE OF 69.18 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 07°18'26" EAST, A DISTANCE OF 33.28 FEET;

THENCE NORTH 46°09'31" EAST, A DISTANCE OF 100.47 FEET;

THENCE NORTH 75°56'53" EAST, A DISTANCE OF 34.78 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 41°56'38" EAST, A DISTANCE OF 118.85 FEET;

THENCE SOUTH 34°44'03" EAST, A DISTANCE OF 176.23 FEET;

THENCE SOUTH 19°44'12" EAST, A DISTANCE OF 135.85 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, SOUTH 87°10'12" WEST, A DISTANCE OF 143.27 FEET;

THENCE NORTH 65°24'49" WEST, A DISTANCE OF 45.13 FEET;

THENCE NORTH 22°39'36" WEST, A DISTANCE OF 60.43 FEET;

THENCE NORTH 72°41'09" WEST, A DISTANCE OF 86.34 FEET;

THENCE NORTH 88°37'16" WEST, A DISTANCE OF 415.56 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 66°33'37", A DISTANCE OF 139.40 FEET, TO A POINT OF INTERSECT WITH A NON-TANGENT LINE;

THENCE SOUTH 84°43'00" WEST, A DISTANCE OF 92.81 FEET;

THENCE NORTH 77°30'47" WEST, A DISTANCE OF 86.16 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT "A";

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 48.58 FEET, TO THE EASTERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY LINE, CONTINUING NORTH 00°00'00" EAST, A DISTANCE OF 45.50 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 17°36'37", A DISTANCE OF 57.78 FEET, TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID NORTHERLY LINE, NORTH 86°41'10" EAST, A DISTANCE OF 428.94 FEET;

THENCE NORTH 86°10'05" EAST, A DISTANCE OF 85.25 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 05°17'00" EAST, A DISTANCE OF 138.84 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE LEAVING SAID PROLONGATION, ALONG SAID NORTHERLY LINE, WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 276.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 00°46'10" WEST, THROUGH A CENTRAL ANGLE OF 09°16'57", A DISTANCE OF 44.72 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 344.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 78.26 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 296.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 64.09 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET,



CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $12^{\circ}12'08''$ , A DISTANCE OF 58.35 FEET, TO THE CURVES END;

THENCE SOUTH  $85^{\circ}40'59''$  WEST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $23^{\circ}13'58''$ , A DISTANCE OF 45.41 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF  $28^{\circ}32'25''$ , A DISTANCE OF 42.84 FEET, TO THE CURVES END;

THENCE NORTH  $89^{\circ}00'34''$  WEST, A DISTANCE OF 72.55 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF  $89^{\circ}00'34''$ , A DISTANCE OF 38.84 FEET, TO THE POINT OF BEGINNING.

# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: Not Yet Assigned
- b. County Tax Assessor's Parcel Number: 219-13-399
- c. General Location: Pima Road / Cave Creek Road
- d. Parcel Size: 5.6 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)

Date

Signature

Budy Herrera  
Keaton Herrera  
Mark Bubi-Schko  
Dan Greek

8/08, 2018  
8/08, 2018  
8/08, 2018  
8/08, 2018

[Signature]  
[Signature]  
[Signature]  
[Signature]

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • [scottsdaleaz.gov](http://scottsdaleaz.gov)



**EXHIBIT "A"**

A PORTION OF PARCEL A, DESERT MOUNTAIN PARCEL 19, RECORDED IN BOOK 1392, PAGE 33, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN SECTION 31, TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, BEING ALSO CORNER ES-1, TRACT A, EXCHANGE SURVEY NO. 658, APPROVED BY THE PUBLIC SURVEY OFFICE ON APRIL 25, 1931 AND ACCEPTED BY THE DEPARTMENT OF THE INTERIOR GENERAL LAND OFFICE ON MAY 21, 1931, A 3-INCH BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, A 3-INCH ALUMINUM CAP STAMPED LS33307-2011, BEARS NORTH 00°03'54" WEST (BASIS OF BEARING), A DISTANCE OF 2643.06 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00°03'54" WEST, A DISTANCE OF 368.78 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°56'06" EAST, A DISTANCE OF 55.00 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A, NORTH 82°10'13" EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 82°59'10" EAST, A DISTANCE OF 508.22 FEET;

THENCE SOUTH 77°30'47" EAST, A DISTANCE OF 13.67 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 02°07'10" EAST, A DISTANCE OF 102.71 FEET;

THENCE NORTH 89°17'18" EAST, A DISTANCE OF 11.23 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 54.47 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN EMERGENCY SERVICE ACCESS (E.S.A.) AND WATER SEWER FACILITIES (W.S.F.) EASEMENT, OF SAID DESERT MOUNTAIN PARCEL 19, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE ALONG SAID SOUTHERLY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 462.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 01°30'46" EAST, THROUGH A CENTRAL ANGLE OF 00°31'20", A DISTANCE OF 4.21 FEET, TO THE CURVES END;

THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 19.79 FEET, TO A POINT HEREBY DESIGNATED AS POINT "A" FOR FUTURE USE IN THIS DESCRIPTION;

THENCE CONTINUING SOUTH 89°00'34" EAST, A DISTANCE OF 96.71 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 28°32'25", A DISTANCE OF 54.79 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 23°13'58", A DISTANCE OF 35.68 FEET;

THENCE NORTH 85°40'59" EAST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $12^{\circ}12'08''$ , A DISTANCE OF 53.24 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF  $12^{\circ}24'22''$ , A DISTANCE OF 69.29 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $13^{\circ}02'03''$ , A DISTANCE OF 72.80 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF  $16^{\circ}21'06''$ , A DISTANCE OF 85.62 FEET, TO THE CURVES END;

THENCE NORTH  $82^{\circ}09'41''$  EAST, A DISTANCE OF 27.53 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF  $62^{\circ}28'31''$ , A DISTANCE OF 65.42 FEET, TO THE CURVES END;

THENCE SOUTH  $35^{\circ}21'48''$  EAST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF  $60^{\circ}00'00''$ , A DISTANCE OF 26.18 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 49.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF  $300^{\circ}00'00''$ , A DISTANCE OF 256.56 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF REVERSE CURVATURE;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID NORTHERLY LINE, NORTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF  $60^{\circ}00'00''$ , A DISTANCE OF 26.18 FEET, TO THE CURVES END;

THENCE NORTH  $35^{\circ}21'48''$  WEST, A DISTANCE OF 24.15 FEET, TO THE BEGINNING OF A CURVE,

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF  $47^{\circ}11'04''$ , A DISTANCE OF 69.18 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHERLY LINE, NORTH  $07^{\circ}18'26''$  EAST, A DISTANCE OF 33.28 FEET;

THENCE NORTH  $46^{\circ}09'31''$  EAST, A DISTANCE OF 100.47 FEET;

THENCE NORTH  $75^{\circ}56'53''$  EAST, A DISTANCE OF 34.78 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH  $41^{\circ}56'38''$  EAST, A DISTANCE OF 118.85 FEET;

THENCE SOUTH  $34^{\circ}44'03''$  EAST, A DISTANCE OF 176.23 FEET;

THENCE SOUTH  $19^{\circ}44'12''$  EAST, A DISTANCE OF 135.85 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL A;



THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, SOUTH 87°10'12" WEST, A DISTANCE OF 143.27 FEET;

THENCE NORTH 65°24'49" WEST, A DISTANCE OF 45.13 FEET;

THENCE NORTH 22°39'36" WEST, A DISTANCE OF 60.43 FEET;

THENCE NORTH 72°41'09" WEST, A DISTANCE OF 86.34 FEET;

THENCE NORTH 88°37'16" WEST, A DISTANCE OF 415.56 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 66°33'37", A DISTANCE OF 139.40 FEET, TO A POINT OF INTERSECT WITH A NON-TANGENT LINE;

THENCE SOUTH 84°43'00" WEST, A DISTANCE OF 92.81 FEET;

THENCE NORTH 77°30'47" WEST, A DISTANCE OF 86.16 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT "A";

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 48.58 FEET, TO THE EASTERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY LINE, CONTINUING NORTH 00°00'00" EAST, A DISTANCE OF 45.50 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 17°36'37", A DISTANCE OF 57.78 FEET, TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID NORTHERLY LINE, NORTH 86°41'10" EAST, A DISTANCE OF 428.94 FEET;

THENCE NORTH 86°10'05" EAST, A DISTANCE OF 85.25 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 05°17'00" EAST, A DISTANCE OF 138.84 FEET, TO THE NORTHERLY LINE OF SAID E.S.A. AND W.S.F. EASEMENT, AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE LEAVING SAID PROLONGATION, ALONG SAID NORTHERLY LINE, WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 276.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 00°46'10" WEST, THROUGH A CENTRAL ANGLE OF 09°16'57", A DISTANCE OF 44.72 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 344.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 13°02'03", A DISTANCE OF 78.26 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 296.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°24'22", A DISTANCE OF 64.09 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET,

CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $12^{\circ}12'08''$ , A DISTANCE OF 58.35 FEET, TO THE CURVES END;

THENCE SOUTH  $85^{\circ}40'59''$  WEST, A DISTANCE OF 108.68 FEET, TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF  $23^{\circ}13'58''$ , A DISTANCE OF 45.41 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF  $28^{\circ}32'25''$ , A DISTANCE OF 42.84 FEET, TO THE CURVES END;

THENCE NORTH  $89^{\circ}00'34''$  WEST, A DISTANCE OF 72.55 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF  $89^{\circ}00'34''$ , A DISTANCE OF 38.84 FEET, TO THE POINT OF BEGINNING.