



207 Waiver

Title

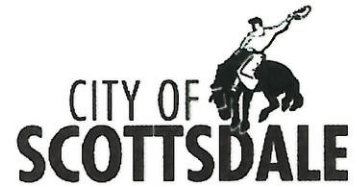
Legal Description

Policy or Appeals

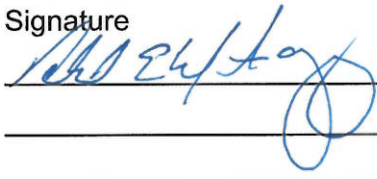
Correspondence Between Legal & Staff

Letter of Authorization

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:
 - a. Street Address: 18700 & 18710 Hayden Road
 - b. County Tax Assessor's Parcel Number: See ALTA Survey included in DRB Application
 - c. General Location: Corner of AZ Loop Rd 101 & Hayden Blvd
 - d. Parcel Size: Approx 30 Acres
 - e. Legal Description: See ALTA Survey included in DRB Application
 (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
<u>Donald E Montgomery, AVP</u> <u>Nationwide Realty Investors</u>	<u>February 4</u> , <u>2019</u>	<u></u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

Planning and Development Services

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

Appeals of Dedication, Exactions or Zoning Regulations



Rights of Property Owner

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

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

Appeal Procedure

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

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

For questions, you may contact:

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

Address your appeal to:

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

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

Planning and Development Services

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

**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:


18700 & 18710 Hayden Road

(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 Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	File No. 2119ATAZ

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 EXTRACTIONAL 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.

Countersigned
Thomas Title and Escrow Agency

By: Frank W. Busch
Authorized Signature

First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore, President

Jeffrey S. Robinson

Jeffrey S. Robinson, Secretary

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

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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.

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- (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.

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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Transaction Identification Data for reference only:

Issuing Agent: Thomas Title and Escrow Agency
Issuing Office: Thomas Title and Escrow Agency (Scottsdale)
Loan ID Number:
Commitment Number:
Issuing Office File Number: 2119ATAZ
Escrow Officer: Sheila Hunter
Title Officer: Dennis Vendetti

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: **December 4, 2018, 5:00 pm**
2. Policy to be issued:
 - (a) 2006 ALTA® Extended Coverage Owner's Policy

Proposed Insured: **The City of Scottsdale**
Proposed Policy Amount:
- 3A. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple and an Option** and title thereto is at the effective date hereof vested in:
State of Arizona as to the Fee Simple estate; Nationwide Realty Investors, LTD., L.L.C., an Ohio limited liability company an Option pursuant to Certificate of Purchase No. 53-119887 recorded December 4, 2018 as 2018-0088915.
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:

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

SEE ATTACHED EXHIBIT "A"

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EXHIBIT "A"

TRACT I AND A PORTION OF TRACT H AND TRACT G AS SHOWN ON "STATE PLAT NO. 27 AMENDED CORE NORTH," AN AMENDED PLAT RECORDED AT [BOOK 352, PAGE 28](#) OF MARICOPA COUNTY RECORDS (M.C.R.), AND LOCATED IN SECTION 26 AND THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, BEING MARKED BY A MARICOPA COUNTY BRASS CAP FLUSH, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A BUREAU OF LAND MANAGEMENT BRASS CAP FLUSH, BEARS NORTH 89 DEGREES 58 MINUTES 34 SECONDS WEST, 2640.96 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 228.75 FEET TO THE NORTH LINE OF THE ADOT RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY PROJECT NO. RBM-600-1-703;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG SAID ADOT RIGHT-OF-WAY LINE, 100.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 01 MINUTES 06 SECONDS EAST, 99.99 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 31.95 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 79 DEGREES 03 MINUTES 45 SECONDS WEST, 545.91 FEET;

THENCE DEPARTING SAID ADOT RIGHT-OF-WAY LINE, NORTH 09 DEGREES 01 MINUTES 50 SECONDS EAST, 29.32 FEET;

THENCE NORTH 79 DEGREES 02 MINUTES 48 SECONDS WEST, 634.97 FEET;

THENCE NORTH 10 DEGREES 44 MINUTES 37 SECONDS EAST, 29.92 FEET;

THENCE NORTH 78 DEGREES 29 MINUTES 29 SECONDS WEST, 140.07 FEET;

THENCE SOUTH 14 DEGREES 40 MINUTES 18 SECONDS WEST, 29.70 FEET;

THENCE NORTH 76 DEGREES 04 MINUTES 01 SECONDS WEST, 173.87 FEET;

THENCE NORTH 11 DEGREES 55 MINUTES 29 SECONDS EAST, 90.06 FEET;

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THENCE SOUTH 76 DEGREES 04 MINUTES 01 SECONDS EAST, 200.12 FEET;

THENCE NORTH 11 DEGREES 55 MINUTES 29 SECONDS EAST, 144.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4715.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 47 MINUTES 25 SECONDS, AN ARC LENGTH OF 394.21 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3765.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 16 MINUTES 12 SECONDS, AN ARC LENGTH OF 346.29 FEET;

THENCE NORTH 11 DEGREES 26 MINUTES 43 SECONDS EAST, 50.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE CENTER BEARS NORTH 21 DEGREES 32 MINUTES 11 SECONDS EAST, 200.00 FEET;

THENCE ALONG SAID CURVE TO RIGHT, THROUGH A CENTRAL ANGLE OF 60 DEGREES 18 MINUTES 04 SECONDS, AN ARC LENGTH OF 210.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 03 DEGREES 57 MINUTES 19 SECONDS WEST, 1445.00 FEET;

THENCE ALONG SAID CURVE TO RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 58 MINUTES 43 SECONDS, AN ARC LENGTH OF 176.00 FEET;

THENCE SOUTH 86 DEGREES 58 MINUTES 36 SECONDS WEST, 738.80 FEET;

THENCE SOUTH 42 DEGREES 29 MINUTES 15 SECONDS WEST, 35.67 FEET TO THE EAST RIGHT-OF-WAY LINE OF MILLER ROAD AND THE BEGINNING OF NON-TANGENT CURVE, CONCAVE WESTERLY, FROM WHICH THE CENTER BEARS SOUTH 88 DEGREES 11 MINUTES 15 SECONDS WEST, 3785.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 16 MINUTES 02 SECONDS, AN ARC LENGTH OF 612.20 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 11 DEGREES 04 MINUTES 47 SECONDS 316.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID LEGACY BOULEVARD;

THENCE NORTH 37 DEGREES 43 MINUTES 09 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 33.23 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 11 DEGREES 04 MINUTES 47 SECONDS EAST, 337.90 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3810.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 10 MINUTES 34 SECONDS, AN ARC LENGTH OF 410.69 FEET;

THENCE NORTH 86 DEGREES 58 MINUTES 36 SECONDS EAST, 740.45 FEET TO THE BEGINNING OF A

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TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1625.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 44 MINUTES 39 SECONDS, AN ARC LENGTH OF 248.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 42 DEGREES 42 MINUTES 46 SECONDS EAST, 200.00;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 107 DEGREES 00 MINUTES 16 SECONDS, AN ARC LENGTH OF 373.52 FEET;

THENCE SOUTH 76 DEGREES 38 MINUTES 23 SECONDS EAST, 808.11 FEET;

THENCE NORTH 13 DEGREES 21 MINUTES 37 SECONDS EAST, 155.70 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 50 SECONDS EAST, 88.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 69 DEGREES 56 MINUTES 26 SECONDS EAST, 2259.50 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03 DEGREES 04 MINUTES 43 SECONDS, AN ARC LENGTH OF 121.41 FEET;

THENCE NORTH 22 DEGREES 50 MINUTES 13 SECONDS EAST, 819.78 FEET;

THENCE NORTH 67 DEGREES 09 MINUTES 59 SECONDS WEST, 149.25 FEET;

THENCE NORTH 22 DEGREES 50 MINUTES 10 SECONDS EAST, 60.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF LEGACY BOULEVARD;

THENCE SOUTH 67 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 10.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 50 MINUTES 00 SECONDS WEST, 25.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 10 MINUTES 00 SECONDS EAST, 35.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 22 DEGREES 50 MINUTES 00 SECONDS EAST, 25.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 10 MINUTES 00 SECONDS EAST, 139.34 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 26 MINUTES 08 SECONDS EAST, 49.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAYDEN ROAD;

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THENCE DEPARTING SAID LEGACY BOULEVARD RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG SAID HAYDEN ROAD RIGHT-OF-WAY LINE, 845.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2365.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22 DEGREES 51 MINUTES 18 SECONDS, AN ARC LENGTH OF 943.39 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 01 MINUTES 06 SECONDS EAST, 383.86 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, 35.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 01 MINUTES 06 SECONDS EAST, 150.00 FEET TO SAID ADOT RIGHT-OF-WAY LINE AND TO THE POINT OF BEGINNING.

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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

**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. NOTE: The records of the County Treasurer indicate that the land was exempt from taxes for the year 2018.
6. 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, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, 20 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.
7. Provide proper notification prior to the closing of this transaction to Thomas Title & Escrow for an inspection to be completed and to disclose any additional exceptions and/or requirements.
8. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.
9. File Patent with the Arizona State Land Department.
10. Record Patent from State of Arizona to Nationwide Realty Investors, LTD, L.L.C., an Ohio limited liability company.

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11. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Ohio; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Nationwide Realty Investors, Ltd, a limited liability company. NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.
12. Record Warranty Deed from Nationwide Realty Investors, LTD, L.L.C., an Ohio limited liability company to buyers.

NOTE: The Company reserves the right to make further requirements and/or exception based upon its review of the documentation submitted to satisfy the above requirements.

End of Schedule B - Section One

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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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8. Any additional taxes which may become a lien by reason of the county assessor reassessing the within described premises for the year(s) 2018.
9. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
10. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat No. 16 Core South recorded as [Book 324 of Maps, Page 50](#).
11. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat No. 27, Core North recorded as [Book 344 of Maps, Page 29](#).
12. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat No. 27 Amended Core North recorded as [Book 352 of Maps, Page 28](#) and First Amendment recorded as [Book 395 of Maps, Page 21](#),
13. The terms, conditions and provisions contained in the document entitled Development Agreement recorded November 22, 2002 as [2002-1240137](#) and First Amendment recorded November 7, 2011 as [2011-0923510](#) and Second Amendment recorded as [2017-0123362](#), Third Amendment recorded as [2018-0456551](#) of Official Records.
14. All matters as set forth in Arizona State Land Search as disclosed by the following instruments:

R/W NO. 16-91515 made by and between The State of Arizona and the Arizona Department of Transportation to amend rights of way.

R/W NO. 16-119941 for the State of Arizona pending for Legacy Boulevard and Miller road.

R/W NO. 16-107671 made by and between The State of Arizona, grantor and the City of Scottsdale, grantee for public roadway and underground utilities, drainage easements and slope easements and recorded as [2005-0170020](#) and re-recorded as [2006-0245905](#) of Official Records.

Right of Entry Agreement No. 30-110159 (Extension of Term) by and between The State of Arizona, grantor and the City of Scottsdale, grantee for drainage easements.
15. An easement for right-of-way and incidental purposes recorded as [2000-0589276](#), of Official Records.
16. An easement for underground utilities and incidental purposes recorded as [2002-0527611](#), of Official Records.
17. All matters as set forth in Crossroads East Planning Unit Development Agreement, recorded June 15, 2018, as [2018-0456552](#), of Official Records.
18. All matters as set forth in Economic Development Agreement, recorded June 15, 2018, as [2018-0456553](#), of Official Records.
19. All matters as set forth in Certificate of Purchase No. 53-119887, recorded December 4, 2018, as [2018-0889915](#), of Official Records.
20. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.
21. Any rights, interest or claims of parties in possession of the land not shown by the public records. NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.

End of Schedule B - Section Two

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

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

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

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

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

Confidentiality and Security

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

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