



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: _____
- b. County Tax Assessor's Parcel Number: 217-15-035A
- c. General Location: North of the NE corner of Pima Road and Raintree Drive
- d. Parcel Size: 97,897 SF (2.24 Acres)
- e. Legal Description: attached with Title Commitment

(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

Kelly McKone

06-27, 2019

_____, 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 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) 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 violation 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 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 *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:


North of the NE corner of Pima Road and Raintree Drive, APN: 217-15-035A

(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 Number 99032EW

COMMITMENT FOR TITLE INSURANCE

Issued By

Empire West Title Agency LLC as Agent for

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

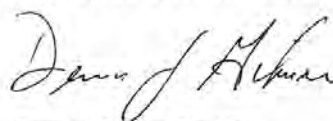
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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.

Empire West Title Agency LLC, issuing agent for
First American Title Insurance Company
By: Diana Lawter
Title Department

Please direct all inquires and correspondence to:
Empire West Title Agency LLC
Escrow Officer: Patty Marino
Phone: 602-749-7000

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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

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.

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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- (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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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

Address Reference: NE cor of Raintree & Pima, Scottsdale, AZ

1. Commitment Date: May 28, 2019, 7:30 am
2. Policy to be issued:
 - (a) 2006 ALTA® Extended Coverage Owner's Policy

Proposed Insured:	1784 Holdings, LLC, A Delaware limited liability company
Proposed Policy Amount:	\$6,000,000.00
- 3A. The estate or interest in the land described in this Commitment and covered herein is Fee and title thereto is at the effective date hereof vested in:
Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Hope R. Sherman Roth IRA, as to an undivided 50% interest and Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Craig R. Sherman Roth IRA, as to an undivided 50% interest
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:
1784 Holdings, LLC, A Delaware limited liability company
4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

EXHIBIT "A"

That portion of Government Lot 5, Section 7, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying East of the following described line:

COMMENCING at a brass cap marking the Northwest corner of said Section 7, from which a brass cap marking the Northeast corner of Section 12, Township 3 North, Range 4 East, bears South 00 degrees 32 minutes 22 seconds East 191.59 feet;

Thence along the North line of said Section 7, South 89 degrees 59 minutes 15 seconds East 350.02 feet;

Thence leaving said North line, South 00 degrees 32 minutes 22 seconds West 237.49 feet;

Thence South 05 degrees 44 minutes 10 seconds West 1,184.18 feet;

Thence South 04 degrees 52 minutes 07 seconds West 160.34 feet to a point hereinafter described "Point A";

Thence continuing South 04 degrees 52 minutes 07 seconds West 1,167.61 feet;

Thence South 51 degrees 13 minutes 07 seconds East 51.95 feet to the existing North right of way line of Raintree Drive and the POINT OF ENDING;

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

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

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. The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insured(s), endorsement requirements and exceptions which are to be eliminated.
6. NOTE: The title examination performed by Empire West Title Agency did not disclose any open encumbrances. Please inquire with the parties to the transaction and their agents as to whether open encumbrances are known to exist, and advise the title department accordingly.
7. 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 to Empire West Title Agency and the underwriter named in this commitment, and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, 20 from Table A thereof.

NOTE: If a Zoning Endorsement is requested, Items 6, 7(a), 7(b), 7(c) and 9 of Table A and information regarding the usage of the property must be included.

NOTE: Said survey must be certified to Empire West Title Agency and First American Title Insurance Company.

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8. Provide proper notification prior to the closing of this transaction to Empire West Title Agency for an inspection to be completed and to disclose any additional exceptions and/or requirements.
9. 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.
10. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Vantage Retirement Plans, LLC, a limited liability company.
11. Record Corrective Deed from Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Hope R. Sherman IRA, as to an undivided 50% interest and Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Craig R. Sherman IRA, as to an undivided 50% interest to Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Hope R. Sherman Roth IRA, as to an undivided 50% interest and Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Craig R. Sherman Roth IRA, as to an undivided 50% interest, to correct that certain Warranty Deed recorded December 23, 2013 as 2013-1081721 of Official Records for the following reason(s): Correct the grantors and grantees names and Correct the signature lines and the notary acknowledgment executed by Vantage Retirement Plans, LLC.
12. Furnish the Company with Owners Affidavit executed by Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Hope R. Sherman Roth IRA and Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Craig R. Sherman Roth IRA.
13. Proper showing that 1784 Holdings LLC, a Delaware limited liability company has been properly formed in its domiciliary state.
14. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of 1784 Holdings LLC, a limited liability company.
15. Approval by all parties to this transaction of the description used herein.
16. Record Deed from Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Hope R. Sherman Roth IRA and Vantage Retirement Plans, LLC, an Arizona limited liability company FBO Craig R. Sherman Roth IRA to 1784 Holdings, LLC, A Delaware limited liability company.

NOTE: See attached tax sheets for the following Parcel Numbers: 217-15-035A.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded December 23, 2013 as Document No. 2013-1081721.

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NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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

Arbitration notice: 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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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

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. Taxes for the year 2019, a lien not yet due and payable.
3. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
4. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. The right to enter upon said land and prospect for, mine and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent recorded in Docket 14495, page 456.
7. Right-of-way for roadway and public utility purposes, not exceeding 33 feet in width, to be located across said land or as near as practicable to the exterior boundaries, as set forth in the Patent recorded in Docket 14495, page 456 and thereafter the effect of Release recorded as 2015-708400, if any and Abandonment Resolution recorded as 2016-250806.
8. Rights of the grantors to repurchase the property as set forth in Deeds recorded as 1998-635322 and 1998-635323.
9. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded in 2003-1183614 of Official Records.
10. Easement(s) for public utility easements and incidental purposes, recorded in Document no. 2003-1183614 of Official Records.
11. All matters as set forth in instrument recorded as Book 583 of Maps, page 23 and amended in Book 618 of Maps,

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

page 32, of Official Records.

12. The terms, conditions, provisions and easements contained in the document entitled Right of Way Easement recorded as Document No. 2015-714111 of Official Records.
13. The terms, conditions, provisions and reservations contained in the document entitled City of Scottsdale Resolution No. 10339 recorded as Document No. 2016-250806 of Official Records.
14. 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.

15. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

PRIVACY POLICY - First American Title Insurance Company

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, First American Title Insurance Company, 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 which 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 records or from another person or entity. First American Title Insurance Company has also adopted broader guidelines that govern our use of personal information regardless of its source. First American Title Insurance Company calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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; and Schedule B, Part II-Exceptions.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190971299 12/02/2019 03:59
KIOSK RECORDING

1396709-9-1-1
prices

ACCESS EASEMENT

DO NOT REMOVE

This is part of the official document

When Recorded Mail To:

Raintree & Pima Self Storage Partners, LLC
Attn: Kelly McKone
8777 N. Gainey Center Dr., Suite 191
Scottsdale, AZ 85258

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Agreement") is made this 2nd day of December, 2019, by Raintree & Pima Self Storage Partners, LLC, a Delaware limited liability company ("Grantor"), for the benefit of Raintree III/IV Property Owner, LLC, a Delaware limited liability company ("Grantee").

RECITALS:

A. Grantor is the fee owner of that certain real property situated in Scottsdale, Maricopa County, Arizona, referred to as Maricopa County Assessor's Tax Parcel No. 217-15-035A, and legally described on Exhibit "A" attached hereto (the "Grantor Property").

B. Grantee is the fee owner of that certain real property situated in Scottsdale, Maricopa County, Arizona, referred to as Maricopa County Assessor's Tax Parcel No. 217-15-944, and legally described on Exhibit "B" attached hereto (the "Grantee Property").

C. The Grantor Property and Grantee Property (collectively, the "Properties") are contiguous to each other and the Grantor Property abuts the 101 Freeway Frontage Road (the "Access Road").

D. Access to the Access Road may be afforded to the Grantee Property via a driveway to be constructed and located on that portion of the Grantor Property described or depicted on Exhibit "C" attached hereto (the "Easement Area").

E. Grantor desires to grant to Grantee a non-exclusive easement over the Easement Area for ingress and egress.

AGREEMENTS:

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals and the Exhibits attached hereto are incorporated herein as material parts of this Agreement.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive easement for pedestrian and vehicular ingress and egress upon, through, over and across the Easement Area (the "Easement"). The right of Grantee to use the Easement will commence upon completion of the driveway improvements to be constructed thereon in accord with plans and specifications approved by the City of Scottsdale.

3. Covenants Run with the Land. The Easement: (i) is granted for the benefit of the Grantee Property and no other property; (ii) will bind every person having a fee interest in any portion of the Grantor Property; and (iii) will inure to the benefit of every person having a fee interest in any portion of the Grantee Property.

4. No Dedication to Public; No Implied Easements. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for any public use or purpose whatsoever, it being the intention of the Grantor that this Agreement be for the exclusive benefit of Grantee and Grantor and the Grantee Property, Grantor Property and other entities or persons or properties to whom Grantor may grant an easement, and nothing herein, express or implied, shall confer upon any person or property, other than the persons or properties named above, and their heirs, administrators, legal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement. No easements, except the easement expressly granted herein, shall be implied by this Agreement. The installation or maintenance by the Grantee of pipes, conduits, or wires, under, upon or over the easement premises is forbidden.

5. No Parking Rights. Nothing in this Agreement shall be construed to grant to Grantee or any other person the right to park a vehicle within the Easement Area.

6. Non-Exclusive. The easement rights granted in this Agreement are nonexclusive, and Grantor reserves the right to use the Easement Area, and Grantor, without the consent of Grantee, may grant others the right to use the Easement Area, for any purpose not inconsistent with the easement rights granted under this Agreement and not unreasonably interfering with the enjoyment of the benefits of the Easement. In addition, Grantor reserves the right to make the following uses of the Easement Area:

a. The right to erect a building over the Easement Area, provided all of such structure shall be located at a height of not less than 14 feet above the surface of the Easement Area.

b. Any subsurface use that does not unreasonably interfere with use of the Easement Area.

7. Recordation. Upon execution of this Agreement, this Agreement shall be recorded in the Official Records of Maricopa County, Arizona (the "County Records").

8. Governing Law; Jurisdiction and Venue. The validity, performance, and enforcement of this Agreement shall be governed by the laws of the State of Arizona, without reference to conflict of laws principles. In the event of any dispute arising from this Agreement or the use of the Easement, such dispute shall be subject to the sole and exclusive jurisdiction of, and proper venue shall be in, the Superior Court of Maricopa County, Arizona (the "Court").

9. Attorneys' Fees. In the event that any suit is brought for the enforcement of any provision of this Agreement, or is a result of any alleged breach hereof or for a declaration of rights and duties hereunder, the successful party in such suit, as determined by the Court shall be entitled to collect reasonable attorneys' fees, as determined by the Court, from the non-successful party and any judgment or decree rendered shall include an award thereof.

10. Severability. If any clause, sentence, or other portion of the terms, covenants and restrictions of this Agreement becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

11. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

12. Entire Agreement. This Agreement constitutes the entire agreement with respect to its subject matter supersedes all other agreements, letters, memoranda or understanding respecting the same, whether written or oral.

13. Amendment. This Agreement may not be modified or amended in any respect, or canceled, terminated or rescinded, in whole or in part, except by a written instrument, fully executed and acknowledged by Grantor and duly recorded in the County Records.

IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Agreement as of the date first written above.

Raintree & Pima Self Storage Partners, LLC
a Delaware limited liability company
By 1784 Capital Holdings, LLC
a Delaware limited liability company
Its: Manager

By: Shane Albers
Shane Albers
Its: Sole Member

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 2 day of December, 2019, by Shane Albers, the sole member of 1784 Capital Holdings, LLC, a Delaware limited liability company, the Manager of RAINTREE & PIMA SELF STORAGE PARTNERS, LLC, a Delaware limited liability company, on behalf of said company.



(Notary Seal)

Jerri Brenner
Notary Public Commission Expires
January 31, 2020

LEGAL DESCRIPTION OF GRANTOR PROPERTY

That portion of Lot 5, Section 7, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona lying East of the line described below:

Commencing at a brass cap marking the Northwest corner of said Section 7, from which a brass cap marking the Northeast corner of Section 12, Township 3 North, Range 4 East, bears South 00°32'22" East 191.59 feet;

thence along the North line of said Section 7, South 89°59'15" East 350.02 feet;

thence leaving said North line, South 00°32'22" West 237.49 feet;

thence South 05°44'10" West 1184.18 feet;

thence South 04°52'07" West 160.34 feet to a point hereinafter described as "Point A";

thence continuing South 04°52'07" West 1167.61 feet;

thence South 51°13'07" East 51.95 feet to the existing North right of way line of Raintree Drive and the POINT OF ENDING

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Parcel 3 of that certain "Map of Dedication & Lot Split – Raintree Corporate Center", recorded in Map Book 506, Page 23, in the Official Records of Maricopa County, Arizona.

DESCRIPTION OR DEPICTION OF EASEMENT AREA

Exhibit C is on the following two pages.



Helix Engineering, LLC

Engineering / Surveying / Consulting

LEGAL DESCRIPTION ACCESS EASEMENT

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

That portion of GLO Lot 5, as said lot is shown on the map entitled "1952 MARCH 14 DM 00137 DEPENDENT RESURVEY AND SUBDIVISION OF SEC 7 AND 18" Officially filled March 14, 1952, file number 000137 USBLM, Section 7, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona lying east of the line described below:

Commencing at a brass cap marking the Northwest corner of said Section 7, from which a brass cap marking the northeast corner of Section 12, Township 3 North, Range 4 East, bears South 00°32'22" East 191.59 feet;

Thence along the North line of said Section 7, South 89°59'15" east 350.02 feet;

Thence leaving said North line, South 00°32'22" West 237.49 feet;

Thence South 05°44'10" West 1184.18 feet;

Thence South 04°52'07" West 160.34 feet to a point hereinafter described as "Point A";

Thence continuing South 04°52'07" West 1167.61 feet;

Thence South 51°13'07" East 51.95 feet to the existing North right of way line of Raintree Drive and the point of ending.

COMMENCING at the Southwest corner of said above described property;

Thence along the West line thereof, North 04°52'16" West, a distance of 5.02 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said West line, North 04°52'16" East, a distance of 24.09 feet;

Thence South 89°59'06" East, along a line parallel with and 29.00 North of the South line of said GLO lot 5, a distance of 245.93 feet;

Thence South 55°25'04" East, a distance of 51.11 feet to a point on said South line of GLO lot 5;

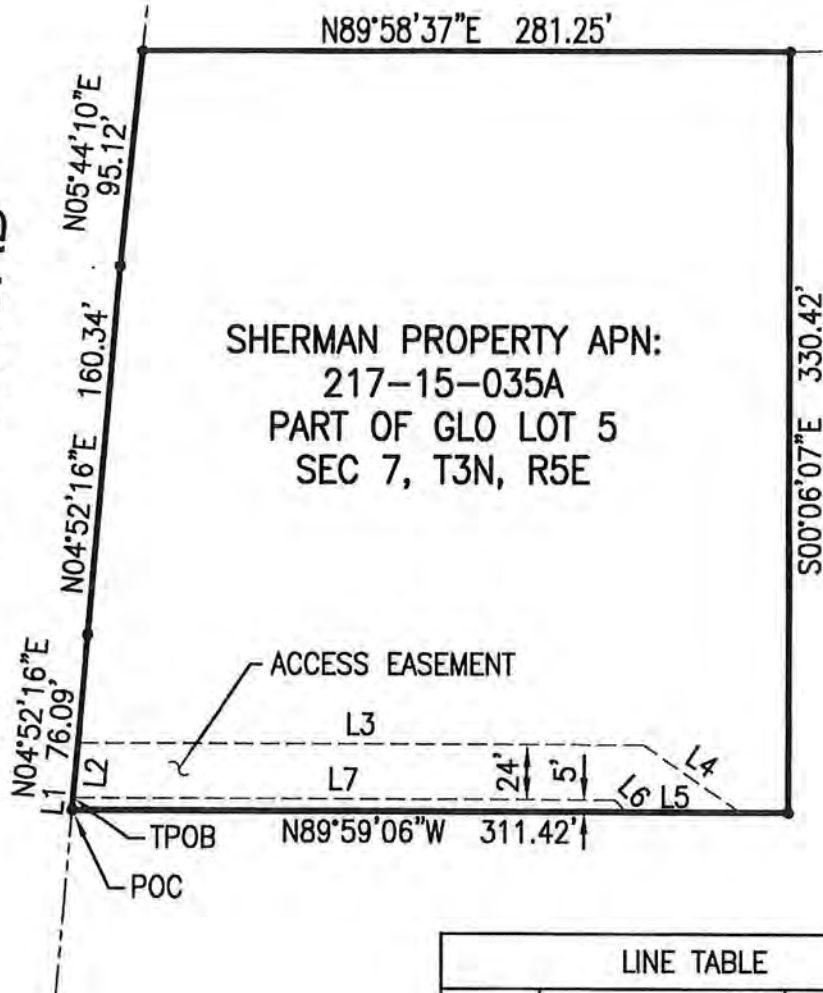
Thence North 89°58'45" West along said South line, a distance of 49.44 feet;

Thence North 44°59'07" West, a distance of 7.06 feet;

Thence North 89°59'06" West, along a line parallel with and 5.00 North of said South line of GLO lot 5 a distance of 235.62 feet to the TRUE POINT OF BEGINNING.

Containing 6,586 square feet, or, 0.151 acres of land, more or less.

N PIMA ROAD



NO SCALE



EXPIRES 9-30-22

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 04°52'16" E	5.02'
L2	N 04°52'16" E	24.09'
L3	S 89°59'06" E	245.93'
L4	S 55°25'04" E	51.11'
L5	N 89°58'45" W	49.44'
L6	N 44°59'07" W	7.06'
L7	N 89°59'06" W	235.62'

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

Helix Engineering, LLC

Engineering / Surveying / Consulting
3240 E Union Hills, Suite 112, Phoenix, AZ 85050
ph 602-788-2616, www.hxeng.com

EXHIBIT "B" ACCESS EASEMENT DEDICATION

DRAWN BY: MJT

NOV 27, 2019

JOB No.: 416

CHECKED BY: SB

SHEET 2 OF 2