

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

Legal

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**ZONING CASE 4-ZN2018**

Being portions of 70<sup>th</sup> Street, Goldwater Boulevard, Marshall Way and 4<sup>th</sup> Street, and all of Lot 1, of the Loloma II subdivision as shown on that map filed in Book 654, at Page 17, of Official Records, in the Maricopa County Recorder's Office, located in the NW1/4, SE1/4, NE1/4, Section 27, T2N, R5E, Gila & Salt River B.M., City of Scottsdale, County of Maricopa, State of Arizona, described as follows:

**Beginning** at the Southeast corner of said NW1/4, SE1/4, NE1/4, Section 27, marked by a Nail with Brass Tag stamped "L.S. 22281", being a point of the Centerline of said Marshall Way;

Thence, S 89°14'18" W, 30.00 feet, along the Southerly line of said NW1/4, SE1/4, NE1/4, Section 27, to the Southeast corner of said Lot 1;

Thence, continuing along said Southerly line, also being the Southerly line of said Lot 1, S 89°14'18" W, 317.44 feet to the Right-Of-Way of a cul-de-sac at the Easterly end of said 4<sup>th</sup> Street;

Thence, continuing along said Southerly line of the NW1/4, SE1/4, NE1/4, Section 27, S 89°14'18" W, 46.06 feet to a City of Scottsdale Brass Cap in Hand Hole (COSBCHH) marking a point on the centerline of said 4<sup>th</sup> Street;

Thence, continuing along said Southerly line and centerline, S 89°14'18" W, 261.99 feet to a COSBCHH, marking the Southwest corner of said NW1/4, SE1/4, NE1/4, Section 27, also being an intersection with the centerline of said 70<sup>th</sup> street;

Thence, leaving said Southerly line and said centerline of 4<sup>th</sup> street, N 0°09'41" E, 39.96 feet, along the said centerline of 70<sup>th</sup> street to a COSBCHH, marking the beginning of a curve, concave to the Southeast, having a radius of 200.53 feet;

Thence, tangentially along said curve and centerline, Northeasterly, 172.64 feet, through a central angle of 49°19'42", to a COSBCHH;

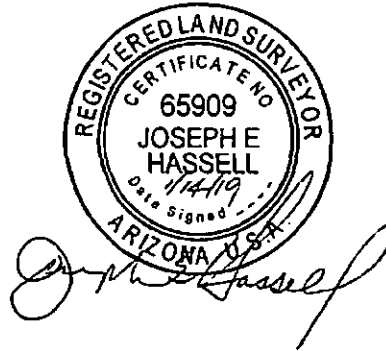
Thence, N 49°29'23" E, 143.56 feet, along said centerline, to a COSBCHH, marking an intersection with the centerline of said Goldwater Boulevard, being a curve, concave to the Northeast, having a radius of 560.00 feet;

Thence, leaving said centerline of 70<sup>th</sup> street, from a tangent bearing of S 40°30'58" E, along said curve, Southeasterly and Easterly, 460.69 feet, through a central angle of 47°08'08", along said centerline of Goldwater Boulevard, to a COSBCHH;

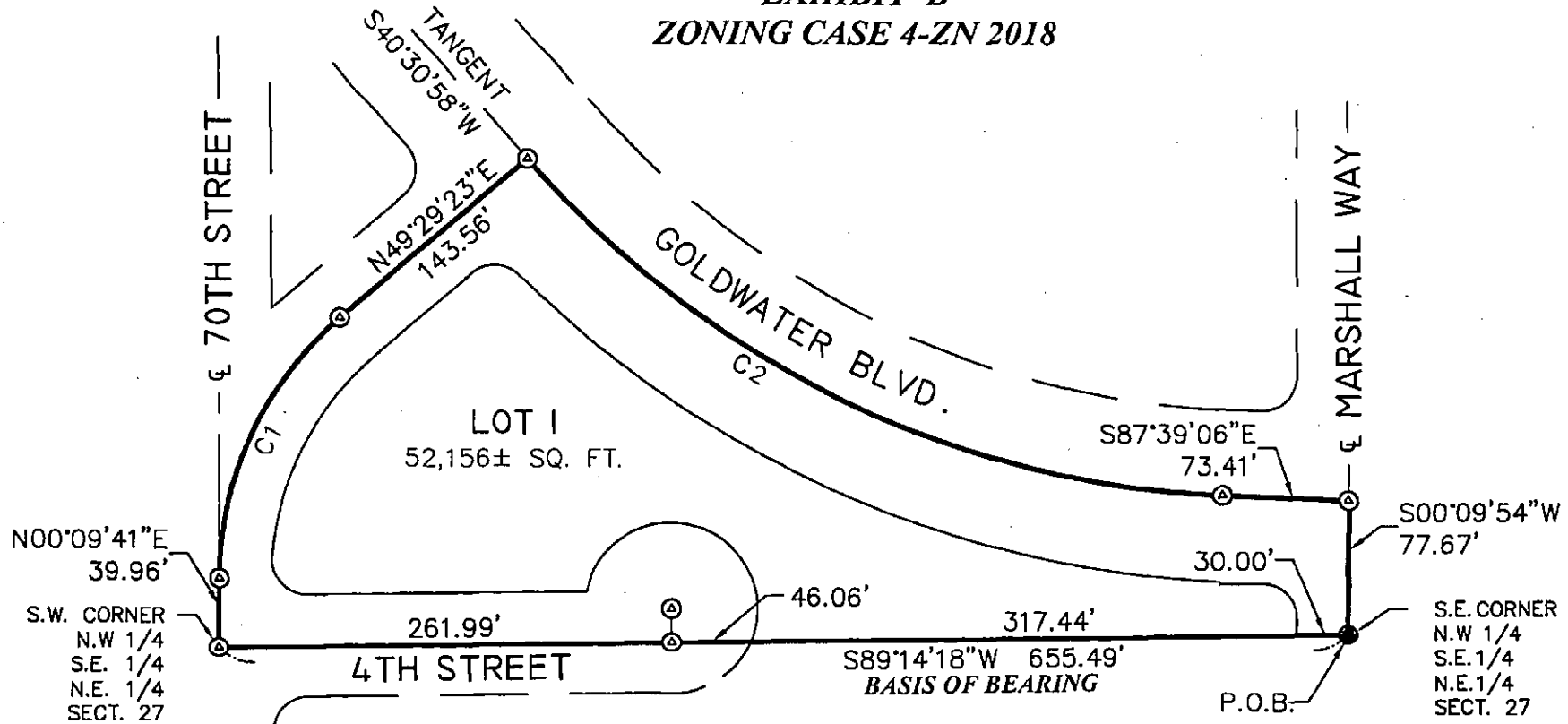
Thence, leaving said curve, S 87°39'06" E, 73.41 feet, along said centerline, to a COSBCHH, marking an intersection with said centerline of Marshall Way;

Thence, leaving said centerline of Goldwater Boulevard, S 0°09'54" W, 77.67 feet, along said centerline of Marshall Way, to the **Point of Beginning**.

Containing 101,172 sqft / 2.323 Acres

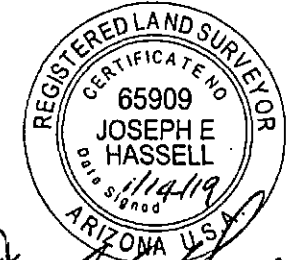


**EXHIBIT B**  
**ZONING CASE 4-ZN 2018**



**LEGEND**

- FOUND NAIL W/ BRASS TAG L.S. 22281.
- ⊙ FOUND CITY OF SCOTTSDALE BRASS CAP IN HAND HOLE.



609 N. Calgary Court, Suite 7,  
 Post Falls, Idaho 83854  
 PHONE:(208)777-1854  
 FAX:(208)777-2128  
 www.acesolutions.pro



**Advanced Consulting and Engineering Solutions**

DATE:	2/14/19
PROJ. #	17-096
DWG FILE:	17096-ZN-EX
DRAWN BY:	AG / JM
SCALE:	1" = 40'
PLOT DATE:	2/14/19

**EXHIBIT B**  
**ZONING CASE 4-ZN 2018**

**REFERENCES**

- R-1 A PROPERTY DIVISION OF LOLOMA II, BY JOHN. R. SNODGRASS, PLS 22281, FILED IN BOOK 654 OF RECORDS, AT PAGE 17, RECORDS OF MARICOPA COUNTY.
- R-2 A SPECIAL WARRANTY DEED, FILED UNDER INSTR. NO.20160464176, RECORDS OF MARICOPA COUNTY.

**BASIS OF BEARING**

BASIS OF BEARING FOR THIS SURVEY IS S89°14'18"W ALONG THE SOUTH LINE OF THE N.W 1/4 OF THE S.E 1/4 OF THE N.E. 1/4 OF SECTION 27, AS SHOWN PER R-1.

**LEGAL DESCRIPTION**

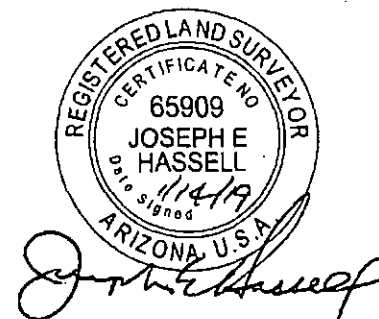
LOT 1, LOLOMA II, ACCORDING TO THE PLAT, BOOK 654, PAGES 17, RECORDS OF MARICOPA COUNTY, ARIZONA.

<i>Curve Table</i>					
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Chord</i>	<i>Direction</i>
C1	172.64	200.53	049°19'42"	167.36	N24°49'32"E
C2	460.69	560.00	047°08'08"	447.81	S64°05'02"E

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SCALE:	1" = 40'
PLOT DATE:	2/14/19

8



Chicago Title Insurance Company

# COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago 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, **Chicago Title Insurance Company**, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

By: Natalie Bombardie  
Authorized Signature



By: Randy Quirk  
Randy Quirk, President

Attest: Michael Gravelle  
Michael Gravelle, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

4-ZN-2018  
3/22/18



## 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.

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- (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.

#### 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: **Chicago Title Agency, Inc.**  
 Issuing Office: **6710 N. Scottsdale Rd, Suite 100 B, Scottsdale, AZ 85253**  
 Escrow Officer: **Deanna Lee**  
 Title Officer: **Bob Bice**  
 ALTA® Universal ID:  
 Loan ID Number:  
 Reference Number.:  
 Issuing Office File Number: **C1802110-340-DL4-BB2**  
 Property Address: **7000 E 4th St, Scottsdale, AZ 85251**  
 Revision Number: **Amendment No. 3, Amendment Date: March 20, 2018**

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **March 1, 2018 at 7:30 a.m.**
2. Policy to be issued:
  - (a) **ALTA Standard Owners Policy (6-16-06)**  
 Proposed Insured: **City of Scottsdale and Goldwater Boulevard LLC**  
 Proposed Policy Amount: **\$100,000.00**
  - (b) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
  - (c) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
  
**A FEE**
4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:  
  
**2008 Condo Properties, LLC, a Texas limited liability company**
5. The Land is described as follows:  
  
**See Exhibit A attached hereto and made a part hereof.**

Countersigned:

  
 By: \_\_\_\_\_  
 Authorized Signature



By:

  
 \_\_\_\_\_  
 Randy Quirk, President

Attest:

  
 \_\_\_\_\_  
 Michael Gravelle, Secretary

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 1, LOLOMA II, according to Book 654 of Maps, page 17, records of Maricopa County, Arizona.

APN: 130-13-129

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AMERICAN  
LAND TITLE  
ASSOCIATION



## 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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
  6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
  7. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
- Note: No contact information can be found of record for the Courtyard at Main St. Plaza Scottsdale Condominium Association pursuant to ARS 33-1807(J).
8. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: 2008 Condo Properties, LLC, a Texas limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 10. Intentionally Omitted.
- 11. Intentionally Deleted
- 12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

13. Furnish for recordation a deed as set forth below:

Type of deed:                   Warranty  
Grantor(s):                     2008 Condo Properties, LLC, a Texas limited liability company  
Grantee(s):                    City of Scottsdale and Goldwater Boulevard LLC, a(n) \_\_\_\_\_ limited  
  liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

14. Recordation of a certified copy of the Ordinance of the City of Phoenix authorizing the execution and delivery of all instruments necessary to consummate this transaction.

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company:     Goldwater Boulevard LLC, a(n) \_\_\_\_\_ limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**Tax Note:**

Year:	2017
Tax Parcel No:	130-13-129
Total Tax:	\$9,435.76
First Installment Amount:	\$PAID
Second Installment Amount:	\$PAID

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**END OF SCHEDULE B, PART I—REQUIREMENTS**

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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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:

A. 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.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2018.

2. Any outstanding liabilities and obligations, including unpaid assessments, imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	public utilities
Recording Date:	05/24/1994
Recording No:	1994-415957
Re-Recording Date:	10/18/1994
Re-Recording No:	<u>1994-748898</u>

Thereafter, the effect of Release of Easement recorded September 24, 2003 in Recording No. 2003-1341986.

4. Matters contained in that certain document

Entitled:	Redevelopment Agreement
Dated:	04/17/2002
Executed by:	The City of Scottsdale and Arts District Group, L.L.C., an Arizona limited liability company
Recording Date:	04/26/2002
Recording No:	<u>2002-426830</u>

Thereafter, a Supplement Agreement recorded July 1, 2002 in Recording No. 2002-673089; First Amendment to Redevelopment Agreement recorded November 20, 2003 in Recording No. 2003-1602863; Second Amendment to Redevelopment Agreement recorded November 18, 2004 in Recording

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**SCHEDULE B  
PART II – EXCEPTIONS**  
(Continued)

No. 2004-1353192 and re-recorded December 8, 2004 in Recording No. 2004-1439812 and Third Amendment to Redevelopment Agreement recorded March 16, 2006 in Recording No. 2006-353982. The Terms and effect of Redevelopment Agreement Termination Notice recorded November 16, 2010 in Recording No. 2010-1003679.

Reference is hereby made to said document for full particulars.

5. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 654 of Maps, Page 17.
6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2006-593159

Liens and charges as set forth in the above mentioned declaration,

Payable to: Courtyard at Main St. Plaza Scottsdale Condominium Association

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**END OF SCHEDULE B, PART II – EXCEPTIONS**

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*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



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



This request concerns all property identified in the development application.

Pre-application No: 421 -PA- 2017

Project Name: The Goldwater

Project Address: 7000 E. 4<sup>TH</sup> ST.

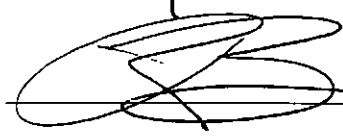
### STATEMENT OF AUTHORITY:

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: Robert Ballard  
Print Name

  
Signature

City Use Only:	
Submittal Date: _____	Case number: _____
<b>Planning and Development Services</b> 7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088	

4-ZN-2018  
3/22/18



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: 3.20.18

Printed Name: \_\_\_\_\_

Check box if signature refused

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

- 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.

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.

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# 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 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 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 Service**

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

4-ZN-2018  
3/22/18

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:

7000 E. 4<sup>TH</sup> Street Scottsdale, AZ

(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

3.20.18  
Date