

207 Waiver


Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

 First American Title™	ALTA Commitment for Title Insurance Issuing Agent Great American Title Agency, Inc.
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: Great American Title Agency, Inc.

ALTA® Universal ID: 1039355

Issuing Office: 7720 N. 16th Street, Suite 450, Phoenix, AZ 85020

Title Officer: George O. Heist

Commitment No.: 21801171-099-GOH

PHO Preamble Amendment

SCHEDULE A

1. Commitment Date: November 21, 2018 at 7:30 A.M.
2. Policy to be issued:
 - (a) ALTA 2006 Standard Owners Policy
 Proposed Insured: **Verizon Wireless (VAW)**, a Delaware limited liability company d/b/a Verizon Wireless
 Proposed Policy Amount: \$10,000.00

3. The estate or interest in the Land described or referred to in this Commitment is a Leasehold.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

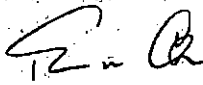
Arizona Public Service Company, an Arizona corporation

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

6. Parcel No. 217-15-030B

Great American Title Agency, Inc. as Agent for
First American Title Insurance Company

By: 

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

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First American Title™

ALTA Commitment for Title Insurance

Issuing Agent

Great American Title Agency, Inc.

Schedule A, Part II

Commitment No.: 21801171-099-GOH

The estate or interest in the land described in Schedule A and which is covered by the Policy is the Leasehold Estate, as leasehold estate is defined in A.L.T.A. endorsement attached to the Policy, created by the following instrument:

A lease executed by **Arizona Public Service Company, an Arizona corporation**, Lessor, to **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless**, Lessee, dated _____, recorded _____, in Instrument No. _____ of official records.
(Term:)

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First American Title™

ALTA Commitment for Title Insurance

Issuing Agent

Great American Title Agency, Inc.

Schedule BII

Commitment No. 21801171-099-GOH

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 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.
8. Taxes for the year 2018, a lien not yet due and payable.
9. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.

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11/30/18

 First American Title™	ALTA Commitment for Title Insurance Issuing Agent Great American Title Agency, Inc.
Schedule BII (Cont.)	

Commitment No.: 21801171-099-GOH


10. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District; Fire District Assistance Tax; Flood Control District of Maricopa County and East Valley Institute of Technology.
11. An easement for roadway and public utilities and all other matters as set forth therein, recorded in Docket 10305, Page 231 of Official Records.
12. An easement for public utility lines and all other matters as set forth therein, recorded in 89-111467 of Official Records.
13. An easement for multi-use public trail easement and all other matters as set forth therein, recorded in 98-1096691 of Official Records.
14. An easement for drainage and flood control and all other matters as set forth therein, recorded in 98-1096692 of Official Records.
15. An easement for sight distance and all other matters as set forth therein, recorded in 98-1096693 of Official Records.
16. A map purported to show said property recorded as Book 1361, Page 4 of Official Records.
17. An easement for roads, highways, utility lines, pipes and related facilities and all other matters as set forth therein, recorded in 20180524113 of Official Records.
18. All matters as set forth in Resolution No. 11165 pertaining to abandonment recorded as 20180532050 of Official Records.
19. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
20. The terms and conditions of the lease as set forth in Schedule A, Part II

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11/30/18**

 First American Title™	ALTA Commitment for Title Insurance <small>Issuing Agent</small> Great American Title Agency, Inc.
Schedule BI	

Commitment No.: 21801171-099-GOH

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. Proper showing that Verizon Wireless (VAW), a Delaware corporation d/b/a Verizon Wireless has been duly incorporated under the laws of the State of Delaware and is now in good standing and authorized to transact business in said State.
6. Furnish a certified copy of a resolution by the Board of Directors of Verizon Wireless (VAW), a Delaware corporation, d/b/a Verizon Wireless, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
7. Proper showing that Arizona Public Service Company, an Arizona corporation has been duly incorporated under the laws of the State of Arizona and is now in good standing and authorized to transact business in said State.
8. Furnish a certified copy of a resolution by the Board of Directors of Arizona Public Service Company, an Arizona corporation, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
9. Record Lease as shown in Schedule A, Part II, herein.
10. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
11. Such further requirements as may be necessary after completion of the above.

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 First American Title™	ALTA Commitment for Title Insurance
Exhibit A	<small>Issuing Agent</small> Great American Title Agency, Inc.

Commitment No.: 21801171-099-GOH

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

The East 396 feet of Lot Seventeen (17), Section 7, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;


EXCEPT all coal, oil, gas and other minerals and all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from United States of America.

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 First American Title™	ALTA Commitment for Title Insurance
Commitment	Issuing Agent Great American Title Agency, Inc.

COMMITMENT FOR TITLE INSURANCE

Issued By

GREAT AMERICAN TITLE AGENCY, INC.

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 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.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

Countersigned:

[Signature]

By:

Authorized Signature

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11/30/18

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.
- (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.

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(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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