

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

Legal



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Natalie Bombardieri

Authorized Signature



By:

Randy Quirk

Randy Quirk, President

Attest:

Michael Gravelle

Michael Gravelle, Secretary

**28-DR-2016
09/27/16**

Fidelity National Title Agency, Inc.
60 E. Rio Salado Pkwy 11th Flr
Tempe, AZ 85281

SCHEDULE A

Title Officer: **Mike Bennett**
Escrow Officer: **Leah Martin**

Order No.: **55000027-055-LM1**
Reference No.:

1. Effective Date: **June 20, 2016** at 7:30 a.m., Amendment Date: **June 28, 2016**, Amendment No.: **3/MB**
2. Policy or Policies to be issued: Amount of Insurance:
None **\$0.00**

Proposed Insured:

ALTA Extended Loan Policy (6-17-06) **\$6,000,000.00**

Proposed Insured:

Wells Fargo Bank

ALTA Extended Loan Policy (6-17-06) **\$500,000.00**

Proposed Insured:

Wells Fargo Bank

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE as to Parcels 1, 2, 4, 5, 6, 7, 8, and 9, and an Easement as to Parcel 3

4. Title to said estate or interest in said land is at the effective date hereof vested in:

Troon Country Club, Inc., an Arizona corporation, formerly known as Troon Golf & Country Club, Inc., an Arizona non-profit corporation as to Parcel Nos. 1, 2, 4, 5, 6 and 7; Troon Country Club, Inc., an Arizona corporation as to Parcel No. 8 and Parcel No. 9

5. The land referred to in this commitment is described as follows:

See Exhibit A attached hereto and by reference made a part hereof.



EXHIBIT A
LEGAL DESCRIPTION

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

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 4 AND 9, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 57 MINUTES 12 SECONDS EAST ALONG THE COMMON LINE BETWEEN SECTIONS 4 AND 9 A DISTANCE OF 1353.24 FEET;

THENCE NORTH 36 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 21.10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 53 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 450.00 FEET;

THENCE SOUTH 19 DEGREES 32 MINUTES 20 SECONDS EAST A DISTANCE OF 238.02 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 08 DEGREES 45 MINUTES 47 SECONDS WEST, A RADIUS OF 38.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.83 FEET THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 23 SECONDS TO A POINT OF NONTANGENCY;

THENCE SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 28.00 FEET;

THENCE SOUTH 53 DEGREES 47 MINUTES 24 SECONDS EAST A DISTANCE OF 21.32 FEET TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A RADIUS OF 5.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.13 FEET THROUGH A CENTRAL ANGLE OF 93 DEGREES 07 MINUTES 34 SECONDS TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER BEARS SOUTH 50 DEGREES 39 MINUTES 50 SECONDS EAST A RADIUS OF 50.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.03 FEET THROUGH A CENTRAL ANGLE OF 11 DEGREES 29 MINUTES 21 SECONDS TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 62 DEGREES 09 MINUTES 11 SECONDS WEST A RADIUS OF 3.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.06 FEET THROUGH A CENTRAL ANGLE OF 115 DEGREES 47 MINUTES 19 SECONDS TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE SOUTHWEST, WHOSE CENTERS BEARS SOUTH 53 DEGREES 38 MINUTES 08 SECONDS WEST A RADIUS OF 56.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.03 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 25 MINUTES 37 SECONDS TO A POINT OF NONTANGENCY;

EXHIBIT A
(Continued)

THENCE SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 32.50 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A RADIUS OF 23.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.79 FEET THROUGH A CENTRAL ANGLE OF 92 DEGREES 08 MINUTES 08 SECONDS;

THENCE SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST A DISTANCE OF 118.42 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN ON THE MAP OF DEDICATION FOR ROADWAYS WITHIN PINNACLE PEAK VILLAGE EAST, AS SHOWN IN BOOK 274, PAGE 4 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, AND TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 51 DEGREES 39 MINUTES 16 SECONDS WEST A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 51 DEGREES 39 MINUTES 16 SECONDS WEST ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 426.19 FEET TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST A RADIUS OF 2109.75 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 399.13 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 50 MINUTES 22 SECONDS TO A POINT OF NONTANGENCY;

THENCE NORTH 36 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 327.01 FEET;

THENCE NORTH 81 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 95.00 FEET;

THENCE SOUTH 53 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 130.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THOSE PORTIONS OF SECTIONS 4 AND 9, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

NORTH NINE HOLES

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF HAPPY VALLEY ROAD AS SHOWN ON THE MAP OF DEDICATION FOR ROADS IN PINNACLE PEAK VILLAGE, BOOK 274 OF MAPS, PAGE 4 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 27 MINUTES 29 SECONDS AN ARC LENGTH OF 518.49 FEET TO A POINT OF NONTANGENCY;



EXHIBIT A
(Continued)

THENCE NORTH 14 DEGREES 30 MINUTES 17 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 09 DEGREES 42 MINUTES 51 SECONDS WEST A DISTANCE OF 238.15 FEET;

THENCE NORTH 40 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 151.12 FEET;

THENCE NORTH 00 DEGREES 43 MINUTES 16 SECONDS EAST A DISTANCE OF 289.72 FEET;

THENCE NORTH 09 DEGREES 42 MINUTES 51 SECONDS WEST A DISTANCE OF 1128.92 FEET;

THENCE NORTH 38 DEGREES 40 MINUTES 55 SECONDS EAST A DISTANCE OF 413.66 FEET;

THENCE NORTH 30 DEGREES 25 MINUTES 28 SECONDS EAST A DISTANCE OF 716.12 FEET;

THENCE NORTH 04 DEGREES 52 MINUTES 41 SECONDS EAST A DISTANCE OF 541.63 FEET;

THENCE NORTH 31 DEGREES 25 MINUTES 48 SECONDS EAST A DISTANCE OF 219.37 FEET;

THENCE NORTH 28 DEGREES 08 MINUTES 54 SECONDS EAST A DISTANCE OF 520.74 FEET;

THENCE NORTH 39 DEGREES 26 MINUTES 13 SECONDS EAST A DISTANCE OF 505.20 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 07 SECONDS WEST A DISTANCE OF 351.61 FEET;

THENCE NORTH 55 DEGREES 30 MINUTES 53 SECONDS EAST A DISTANCE OF 256.42 FEET;

THENCE NORTH 70 DEGREES 17 MINUTES 28 SECONDS EAST A DISTANCE OF 855.53 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 29 SECONDS EAST A DISTANCE OF 196.96 FEET TO THE NORTHWEST CORNER OF WINDY WALK ESTATES AS SHOWN IN BOOK 294, PAGE 15, IN THE OFFICE OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 24 DEGREES 07 MINUTES 17 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 716.91 FEET;

THENCE SOUTH 26 DEGREES 13 MINUTES 41 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 155.00 FEET;

THENCE NORTH 76 DEGREES 36 MINUTES 43 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 153.71 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 50 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 583.12 FEET;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 840.00 FEET;

THENCE SOUTH 09 DEGREES 22 MINUTES 54 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 350.00 FEET;

EXHIBIT A
(Continued)

THENCE SOUTH 27 DEGREES 03 MINUTES 38 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 146.14 FEET;

THENCE SOUTH 42 DEGREES 43 MINUTES 30 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 605.13 FEET;

THENCE SOUTH 21 DEGREES 51 MINUTES 20 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 196.09 FEET;

THENCE NORTH 75 DEGREES 27 MINUTES 57 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 669.75 FEET;

THENCE NORTH 68 DEGREES 22 MINUTES 49 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 752.84 FEET;

THENCE NORTH 05 DEGREES 09 MINUTES 54 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 142.95 FEET TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 13 DEGREES 37 MINUTES 57 SECONDS WEST, A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES THROUGH A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 43 SECONDS AN ARC LENGTH OF 49.01 FEET;

THENCE SOUTH 66 DEGREES 20 MINUTES 20 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 129.15 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 23 DEGREES 39 MINUTES 40 SECONDS WEST A RADIUS OF 16.00 FEET;

THENCE SOUTHEASTERLY TO SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AN ARC LENGTH OF 25.13 FEET;

THENCE SOUTH 23 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 185.80 FEET;

THENCE SOUTH 65 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 1619.12 FEET;

THENCE SOUTH 10 DEGREES 33 MINUTES 32 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 996.36 FEET;

THENCE SOUTH 36 DEGREES 21 MINUTES 49 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 833.90 FEET;

THENCE SOUTH 03 DEGREES 07 MINUTES 29 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 269.61 FEET;

THENCE SOUTH 86 DEGREES 52 MINUTES 31 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 429.12 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE

EXHIBIT A
(Continued)

SOUTHWEST, WHOSE CENTER BEARS SOUTH 03 DEGREES 07 MINUTES 29 SECONDS WEST A RADIUS OF 155.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES THROUGH A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 41 SECONDS AN ARC LENGTH OF 44.26 FEET;

THENCE SOUTH 70 DEGREES 30 MINUTES 50 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 86.12 FEET TO THE NORTHWEST CORNER OF BALLANTRAE RIDGE AS SHOWN IN BOOK 292, PAGE 31, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 12 DEGREES 48 MINUTES 20 SECONDS EAST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 211.51 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 252.53 FEET;

THENCE SOUTH 01 DEGREES 30 MINUTES 27 SECONDS WEST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 301.95 FEET;

THENCE SOUTH 21 DEGREES 33 MINUTES 24 SECONDS EAST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 262.35 FEET;

THENCE SOUTH 36 DEGREES 32 MINUTES 12 SECONDS WEST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 177.00 FEET;

THENCE NORTH 53 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 130.00 FEET;

THENCE SOUTH 81 DEGREES 32 MINUTES 12 SECONDS WEST A DISTANCE OF 95.00 FEET;

THENCE SOUTH 36 DEGREES 32 MINUTES 12 SECONDS WEST A DISTANCE OF 327.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 27 DEGREES 30 MINUTES 22 SECONDS WEST A RADIUS OF 2109.75 FEET;

THENCE NORTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 05 SECONDS AN ARC LENGTH OF 478.74 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION OF THE NORTH NINE HOLES LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THOSE PORTIONS OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 40 OF WINDY WALK ESTATES AS RECORDED IN BOOK 294, PAGE 15, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, SAID POINT BEING ON THE BOUNDARY OF THE TROON GOLF COURSE, SAID POINT BEING A POINT OF CURVATURE TO THE RIGHT WHOSE CENTER BEARS SOUTH 13 DEGREES 38 MINUTES 00 SECONDS WEST A RADIUS OF 280.00 FEET;



EXHIBIT A
(Continued)

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF QUARTZ ROCK ROAD AS SHOWN ON THE FINAL PLAT FOR SAID WINDY WALK ESTATES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 09 MINUTES 50 SECONDS, AN ARC LENGTH OF 20.35 FEET, A TANGENT LENGTH OF 10.18 FEET, A CHORD LENGTH OF 20.34 FEET HAVING A CHORD BEARING OF SOUTH 74 DEGREES 17 MINUTES 05 SECONDS EAST;

THENCE SOUTH 05 DEGREES 09 MINUTES 54 SECONDS WEST A DISTANCE OF 96.69 FEET;

THENCE SOUTH 30 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 47.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 40;

THENCE NORTH 05 DEGREES 09 MINUTES 54 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 40 AND ALONG THE BOUNDARY OF THE TROON GOLF COURSE A DISTANCE OF 142.95 FEET TO THE TRUE POINT OF BEGINNING.

SOUTH NINE HOLES

HOLE NUMBER 10

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 28 MINUTES 06 SECONDS AN ARC LENGTH OF 626.45 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 17 DEGREES 30 MINUTES 54 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO A NONTANGENT POINT ON A CURVE WHOSE CENTER BEARS SOUTH 17 DEGREES 30 MINUTES 54 SECONDS WEST A RADIUS OF 1999.75 FEET SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 08 DEGREES 19 MINUTES 20 SECONDS AN ARC LENGTH OF 290.47 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 31 DEGREES 40 MINUTES 01 SECONDS WEST A DISTANCE OF 117.77 FEET;

THENCE SOUTH 28 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 663.83 FEET;

THENCE SOUTH 17 DEGREES 17 MINUTES 38 SECONDS WEST A DISTANCE OF 399.55 FEET;

THENCE SOUTH 03 DEGREES 23 MINUTES 51 SECONDS WEST A DISTANCE OF 141.75 FEET;

THENCE SOUTH 65 DEGREES 54 MINUTES 57 SECONDS EAST A DISTANCE OF 61.86 FEET;

THENCE NORTH 88 DEGREES 38 MINUTES 18 SECONDS EAST A DISTANCE OF 65.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TURNBERRY ROAD AS SHOWN ON THE PLAT OF GLENN MOOR IN BOOK 278 OF MAPS, PAGE 5, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;



EXHIBIT A
(Continued)

THENCE SOUTH 27 DEGREES 18 MINUTES 35 SECONDS WEST ALONG THE WEST RIGHT OF WAY OF SAID TURNBERRY ROAD A DISTANCE OF 28.00 FEET;

THENCE SOUTH 86 DEGREES 28 MINUTES 06 SECONDS WEST A DISTANCE OF 60.54 FEET;

THENCE NORTH 65 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 66.72 FEET;

THENCE SOUTH 56 DEGREES 05 MINUTES 45 SECONDS WEST A DISTANCE OF 110.00 FEET;

THENCE NORTH 77 DEGREES 57 MINUTES 19 SECONDS WEST A DISTANCE OF 100.52 FEET;

THENCE NORTH 39 DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 72.00 FEET;

THENCE NORTH 00 DEGREES 55 MINUTES 25 SECONDS WEST A DISTANCE OF 230.18 FEET;

THENCE NORTH 11 DEGREES 08 MINUTES 10 SECONDS EAST A DISTANCE OF 280.00 FEET;

THENCE NORTH 25 DEGREES 29 MINUTES 02 SECONDS EAST A DISTANCE OF 97.14 FEET;

THENCE NORTH 28 DEGREES 12 MINUTES 08 SECONDS EAST A DISTANCE OF 829.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 11

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 1087.68 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 493.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 27 DEGREES 18 MINUTES 35 SECONDS EAST A DISTANCE OF 84.96 FEET;

THENCE SOUTH 67 DEGREES 53 MINUTES 06 SECONDS EAST A DISTANCE OF 351.53 FEET;

THENCE SOUTH 62 DEGREES 52 MINUTES 19 SECONDS EAST A DISTANCE OF 399.53 FEET;

THENCE SOUTH 69 DEGREES 49 MINUTES 39 SECONDS EAST A DISTANCE OF 612.21 FEET;

THENCE NORTH 81 DEGREES 59 MINUTES 15 SECONDS EAST A DISTANCE OF 191.43 FEET;

THENCE SOUTH 54 DEGREES 32 MINUTES 23 SECONDS EAST A DISTANCE OF 156.44 FEET;

THENCE SOUTH 07 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 91.24 FEET;

THENCE SOUTH 55 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 110.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID TURNBERRY ROAD AND TO A NONTANGENT POINT ON A



EXHIBIT A
(Continued)

CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER BEARS SOUTH 38 DEGREES 57 MINUTES 40 SECONDS EAST A RADIUS OF 345.00 FEET;

THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY OF SAID TURNBERRY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 38 MINUTES 43 SECONDS AN ARC LENGTH OF 27.97 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 54 DEGREES 09 MINUTES 24 SECONDS WEST A DISTANCE OF 90.52 FEET;

THENCE SOUTH 72 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 60.15 FEET;

THENCE SOUTH 60 DEGREES 46 MINUTES 15 SECONDS WEST A DISTANCE OF 96.41 FEET;

THENCE SOUTH 86 DEGREES 49 MINUTES 29 SECONDS WEST A DISTANCE OF 101.47 FEET;

THENCE NORTH 74 DEGREES 06 MINUTES 33 SECONDS WEST A DISTANCE OF 585.67 FEET;

THENCE NORTH 62 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 198.09 FEET;

THENCE NORTH 55 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 680.84 FEET;

THENCE NORTH 40 DEGREES 33 MINUTES 05 SECONDS WEST A DISTANCE OF 84.21 FEET TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 12

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 2627.44 FEET TO THE CENTER OF SAID SECTION 9 AND TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 411.54 FEET;

THENCE NORTH 67 DEGREES 33 MINUTES 01 SECONDS WEST A DISTANCE OF 88.14 FEET;

THENCE NORTH 26 DEGREES 13 MINUTES 42 SECONDS WEST A DISTANCE OF 94.08 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID TURNBERRY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER BEARS SOUTH 49 DEGREES 04 MINUTES 36 SECONDS EAST A RADIUS OF 305.00 FEET;

THENCE NORTHEASTERLY ALONG THE EAST RIGHT OF WAY OF SAID TURNBERRY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 20 SECONDS AN ARC LENGTH OF 96.11 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 63 DEGREES 48 MINUTES 36 SECONDS EAST A DISTANCE OF 642.64 FEET;

THENCE SOUTH 59 DEGREES 00 MINUTES 15 SECONDS EAST A DISTANCE OF 199.04 FEET;

THENCE SOUTH 43 DEGREES 05 MINUTES 26 SECONDS EAST A DISTANCE OF 287.55 FEET;

THENCE SOUTH 40 DEGREES 31 MINUTES 27 SECONDS EAST A DISTANCE OF 100.00 FEET;



EXHIBIT A
(Continued)

THENCE SOUTH 13 DEGREES 36 MINUTES 31 SECONDS WEST A DISTANCE OF 196.29 FEET TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF ALTON ROAD AS SHOWN ON THE PLAT OF SAID GLENN MOOR AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 29 DEGREES 51 MINUTES 33 SECONDS WEST A RADIUS OF 430.00 FEET;

THENCE SOUTHWESTERLY ALONG THE NORTHWEST RIGHT OF WAY LINE OF SAID ALTON ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 27 MINUTES 40 SECONDS AN ARC LENGTH OF 93.52 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 58 DEGREES 53 MINUTES 59 SECONDS WEST A DISTANCE OF 150.00 FEET;

THENCE NORTH 40 DEGREES 10 MINUTES 20 SECONDS WEST A DISTANCE OF 224.10 FEET;

THENCE NORTH 53 DEGREES 00 MINUTES 42 SECONDS WEST A DISTANCE OF 389.09 FEET TO THE TRUE POINT OF BEGINNING.

HOLES NUMBER 13 THROUGH 16

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 2627.44 FEET TO THE CENTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS EAST A DISTANCE OF 573.19 FEET;

THENCE NORTH 86 DEGREES 15 MINUTES 44 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 486.45 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 03 DEGREES 44 MINUTES 16 SECONDS WEST A RADIUS OF 470.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE SOUTH RIGHT OF WAY OF SAID ALTON ROAD THROUGH A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 27 SECONDS AN ARC LENGTH OF 131.58 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ALTON ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 52 MINUTES 33 SECONDS AN ARC LENGTH OF 130.23 FEET;

THENCE NORTH 54 DEGREES 20 MINUTES 44 SECONDS EAST ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 101.81 FEET;

THENCE SOUTH 52 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 134.95 FEET;

THENCE SOUTH 22 DEGREES 59 MINUTES 41 SECONDS WEST A DISTANCE OF 476.64 FEET;

THENCE SOUTH 68 DEGREES 29 MINUTES 34 SECONDS EAST A DISTANCE OF 445.47 FEET;

THENCE SOUTH 73 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 361.21 FEET;

THENCE SOUTH 28 DEGREES 24 MINUTES 17 SECONDS EAST A DISTANCE OF 133.60 FEET;



EXHIBIT A
(Continued)

THENCE SOUTH 53 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 383.03 FEET;
 THENCE NORTH 47 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 11.96 FEET;
 THENCE SOUTH 54 DEGREES 27 MINUTES 59 SECONDS EAST A DISTANCE OF 43.74 FEET;
 THENCE SOUTH 41 DEGREES 30 MINUTES 05 SECONDS WEST A DISTANCE OF 12.78 FEET;
 THENCE SOUTH 53 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 86.49 FEET;
 THENCE SOUTH 75 DEGREES 58 MINUTES 03 SECONDS EAST A DISTANCE OF 150.00 FEET;
 THENCE NORTH 70 DEGREES 01 MINUTES 10 SECONDS EAST A DISTANCE OF 100.00 FEET;
 THENCE NORTH 57 DEGREES 44 MINUTES 40 SECONDS EAST A DISTANCE OF 140.00 FEET;
 THENCE NORTH 31 DEGREES 13 MINUTES 26 SECONDS WEST A DISTANCE OF 84.58 FEET;
 THENCE NORTH 03 DEGREES 54 MINUTES 06 SECONDS EAST A DISTANCE OF 435.32 FEET;
 THENCE NORTH 40 DEGREES 07 MINUTES 13 SECONDS EAST A DISTANCE OF 149.12 FEET;
 THENCE SOUTH 73 DEGREES 18 MINUTES 31 SECONDS EAST A DISTANCE OF 61.56 FEET;
 THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 116.32 FEET;
 THENCE NORTH 11 DEGREES 04 MINUTES 27 SECONDS WEST A DISTANCE OF 62.36 FEET;
 THENCE NORTH 36 DEGREES 20 MINUTES 16 SECONDS WEST A DISTANCE OF 24.74 FEET;
 THENCE NORTH 84 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 43.00 FEET;
 THENCE NORTH 50 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 76.60 FEET;
 THENCE NORTH 57 DEGREES 52 MINUTES 27 SECONDS WEST A DISTANCE OF 572.62 FEET;
 THENCE NORTH 43 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 262.82 FEET;
 THENCE SOUTH 88 DEGREES 47 MINUTES 12 SECONDS WEST A DISTANCE OF 162.72 FEET;
 THENCE NORTH 38 DEGREES 04 MINUTES 16 SECONDS WEST A DISTANCE OF 97.99 FEET TO A POINT
 ON THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD AND TO A NONTANGENT POINT ON
 A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 38 DEGREES 04 MINUTES
 16 SECONDS WEST A RADIUS OF 620.00 FEET;
 THENCE NORTHEASTERLY ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD
 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 44 MINUTES 05 SECONDS AN
 ARC LENGTH OF 224.37 FEET TO A POINT OF NONTANGENCY;

EXHIBIT A
(Continued)

THENCE NORTH 74 DEGREES 39 MINUTES 07 SECONDS EAST ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 42.66 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD;

THENCE SOUTH 60 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 262.94 FEET;

THENCE SOUTH 48 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 852.09 FEET;

THENCE SOUTH 08 DEGREES 12 MINUTES 37 SECONDS EAST A DISTANCE OF 89.04 FEET;

THENCE SOUTH 82 DEGREES 56 MINUTES 53 SECONDS WEST A DISTANCE OF 61.16 FEET;

THENCE SOUTH 36 DEGREES 20 MINUTES 16 SECONDS EAST A DISTANCE OF 31.02 FEET;

THENCE SOUTH 11 DEGREES 04 MINUTES 27 SECONDS EAST A DISTANCE OF 77.22 FEET;

THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 124.90 FEET;

THENCE SOUTH 74 DEGREES 07 MINUTES 31 SECONDS EAST A DISTANCE OF 43.14 FEET;

THENCE SOUTH 34 DEGREES 11 MINUTES 02 SECONDS EAST A DISTANCE OF 98.16 FEET;

THENCE SOUTH 05 DEGREES 23 MINUTES 09 SECONDS WEST A DISTANCE OF 97.44 FEET;

THENCE SOUTH 25 DEGREES 14 MINUTES 44 SECONDS WEST A DISTANCE OF 357.92 FEET;

THENCE SOUTH 02 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 73.46 FEET;

THENCE SOUTH 51 DEGREES 43 MINUTES 39 SECONDS WEST A DISTANCE OF 222.62 FEET;

THENCE SOUTH 80 DEGREES 10 MINUTES 21 SECONDS WEST A DISTANCE OF 196.68 FEET;

THENCE NORTH 64 DEGREES 22 MINUTES 17 SECONDS WEST A DISTANCE OF 180.24 FEET;

THENCE SOUTH 33 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 78 DEGREES 21 MINUTES 30 SECONDS WEST A DISTANCE OF 185.51 FEET;

THENCE NORTH 45 DEGREES 35 MINUTES 47 SECONDS WEST A DISTANCE OF 499.19 FEET;

THENCE NORTH 63 DEGREES 23 MINUTES 58 SECONDS WEST A DISTANCE OF 95.86 FEET;

THENCE NORTH 78 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 679.98 FEET;

THENCE NORTH 44 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 202.63 FEET;

THENCE NORTH 05 DEGREES 49 MINUTES 53 SECONDS WEST A DISTANCE OF 94.32 FEET;

THENCE NORTH 36 DEGREES 07 MINUTES 42 SECONDS EAST A DISTANCE OF 394.44 FEET;



EXHIBIT A
(Continued)

THENCE NORTH 23 DEGREES 53 MINUTES 10 SECONDS WEST A DISTANCE OF 112.49 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ALTON ROAD AND TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 17

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 38 DEGREES 17 MINUTES 56 SECONDS AN ARC LENGTH OF 1373.48 FEET;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 1514.57 FEET;

THENCE SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 160.18 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE NORTHEAST, WHOSE CENTER BEARS NORTH 38 DEGREES 20 MINUTES 44 SECONDS EAST A RADIUS OF 4655.00 FEET;

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9 DEGREES 00 MINUTES 00 SECONDS AN ARC LENGTH OF 731.21 FEET;

THENCE SOUTH 60 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 1229.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ALTON ROAD;

THENCE SOUTH 15 DEGREES 19 MINUTES 31 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 42.18 FEET TO A NONTANGENT POINT OF A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 58 DEGREES 40 MINUTES 43 SECONDS WEST A RADIUS OF 580.00 FEET;

THENCE ALONG SAID CURVE AND ALONG THE WEST RIGHT OF WAY LINE OF SAID ALTON ROAD THROUGH A CENTRAL ANGLE OF 12 DEGREES 24 MINUTES 31 SECONDS AN ARC LENGTH OF 125.61 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 69 DEGREES 16 MINUTES 27 SECONDS WEST A DISTANCE OF 595.36 FEET;

THENCE NORTH 70 DEGREES 57 MINUTES 04 SECONDS WEST A DISTANCE OF 199.90 FEET;

THENCE NORTH 65 DEGREES 39 MINUTES 57 SECONDS WEST A DISTANCE OF 191.68 FEET;

THENCE NORTH 57 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 599.69 FEET;

THENCE NORTH 56 DEGREES 38 MINUTES 02 SECONDS WEST A DISTANCE OF 388.14 FEET;

EXHIBIT A
(Continued)

THENCE NORTH 04 DEGREES 53 MINUTES 10 SECONDS WEST A DISTANCE OF 116.29 FEET;

THENCE NORTH 33 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 96.97 FEET;

THENCE NORTH 30 DEGREES 06 MINUTES 11 SECONDS WEST A DISTANCE OF 81.03 FEET;

THENCE NORTH 59 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 65.19 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GLENN MOOR ROAD AS SHOWN ON THE PLAT OF SAID GLENN MOOR;

THENCE NORTH 48 DEGREES 18 MINUTES 05 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID GLENN MOOR ROAD A DISTANCE OF 65.22 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 3.51 FEET;

THENCE NORTH 38 DEGREES 20 MINUTES 44 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 18

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 37 DEGREES 26 MINUTES 05 SECONDS AN ARC LENGTH OF 1342.48 FEET;

THENCE SOUTH 37 DEGREES 28 MINUTES 53 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 37 DEGREES 28 MINUTES 53 SECONDS WEST A RADIUS OF 1999.75 FEET SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 51 MINUTES 51 SECONDS AN ARC LENGTH OF 30.16 FEET;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 1374.57 FEET;

THENCE SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 20.00 FEET;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 3.39 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID GLENN MOOR ROAD;

THENCE SOUTH 28 DEGREES 44 MINUTES 12 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID GLENN MOOR ROAD A DISTANCE OF 103.79 FEET;



EXHIBIT A
(Continued)

THENCE NORTH 52 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 36.91 FEET;
THENCE SOUTH 63 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 59.72 FEET;
THENCE SOUTH 69 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 52.10 FEET;
THENCE NORTH 48 DEGREES 23 MINUTES 12 SECONDS WEST A DISTANCE OF 118.58 FEET;
THENCE NORTH 65 DEGREES 17 MINUTES 22 SECONDS WEST A DISTANCE OF 275.00 FEET;
THENCE NORTH 60 DEGREES 02 MINUTES 21 SECONDS WEST A DISTANCE OF 376.31 FEET;
THENCE NORTH 44 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 487.19 FEET;
THENCE NORTH 32 DEGREES 19 MINUTES 51 SECONDS WEST A DISTANCE OF 111.30 FEET;
THENCE NORTH 02 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 70.53 FEET;
THENCE NORTH 25 DEGREES 36 MINUTES 56 SECONDS EAST A DISTANCE OF 33.31 FEET;
THENCE NORTH 43 DEGREES 53 MINUTES 33 SECONDS EAST A DISTANCE OF 78.87 FEET;
THENCE NORTH 86 DEGREES 16 MINUTES 08 SECONDS EAST A DISTANCE OF 75.12 FEET;
THENCE NORTH 37 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT
ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO THE TRUE POINT OF
BEGINNING.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT, FROM ANY PORTION
OF PARCEL NO. 2 WHICH MIGHT LIE WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OR
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3:

EASEMENTS FOR GOLF PURPOSES APPURTENANT TO PARCEL NO. 2 AS SET FORTH IN INSTRUMENTS
RECORDED IN DOCUMENT NO. 86165500 AND DOCUMENT NO. 85538915 THROUGH DOCUMENT 85538930
INCLUSIVE.

PARCEL NO. 4:

THAT PORTION OF LOT 40 OF WINDY WALK ESTATES AS RECORDED IN BOOK 294, PAGE 15, IN THE
OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, MORE FULLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40;

THENCE NORTH 10 DEGREES 06 MINUTES 17 SECONDS WEST ALONG THE WESTERLY LINE OF SAID
LOT 40 A DISTANCE OF 41.13 FEET;

EXHIBIT A
(Continued)

THENCE NORTH 88 DEGREES 21 MINUTES 48 SECONDS EAST A DISTANCE OF 117.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 40;

THENCE SOUTH 68 DEGREES 22 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 40 A DISTANCE OF 119.04 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 9 A DISTANCE OF 466.69 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 466.69 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 434.69 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ALMA SCHOOL ROAD AS SHOWN ON DOCUMENT NO. 85348218 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALMA SCHOOL ROAD A DISTANCE OF 211.26 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALMA SCHOOL ROAD A DISTANCE OF 2.00 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST A RADIUS OF 520.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALMA SCHOOL ROAD A DISTANCE OF 177.50 FEET THROUGH A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 26 SECONDS TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 81.27 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 71.42 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST A DISTANCE OF 41.81 FEET;



EXHIBIT A
(Continued)

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 37.38 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 36.97 FEET;

THENCE NORTH 54 DEGREES 39 MINUTES 46 SECONDS EAST A DISTANCE OF 33.41 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE SOUTH, WHOSE CENTER BEARS SOUTH 20 DEGREES 28 MINUTES 11 SECONDS EAST A RADIUS OF 185.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.76 FEET THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 53 SECONDS TO THE POINT OF NONTANGENCY;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 178.96 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 66.46 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 92.87 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 95.27 FEET TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 03 MINUTES 41 SECONDS WEST A RADIUS OF 48.01 FEET;

THENCE EASTERLY TO SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.42 FEET THROUGH A CENTRAL ANGLE OF 76 DEGREES 52 MINUTES 19 SECONDS TO A POINT OF NONTANGENCY;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 8.21 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 97.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 126.14 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 09 SECONDS EAST A DISTANCE OF 35.01 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 201.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 395.27 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN SPECIAL WARRANTY DEED, DOCKET 1996-034505 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL IN DOCKET 1996-034505, BEING ALSO THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 71.42 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED, DOCKET 1988-480097;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 50.51 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 79 DEGREES 23 MINUTES 35 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 50 MINUTES 44 SECONDS AN ARC DISTANCE OF 80.28 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 9 AND ALSO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCKET 1996-034505, SAID ARC IS SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 01 MINUTES 45 SECONDS WEST 80.20 FEET;

THENCE ALONG SAID WEST LINE OF SECTION 9, SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 81.27 FEET TO THE POINT OF COMMENCEMENT OF THIS DESCRIPTION.

PARCEL NO. 6:

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN WARRANTY DEED, DOCUMENT NO. 1988-480097 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 466.69 FEET, TO THE SOUTHWEST CORNER OF GLENN MOOR AT TROON VILLAGE PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 278 PAGE 5;



EXHIBIT A
(Continued)

THENCE ALONG THE WESTERLY LINE OF SAID GLENN MOOR AT TROON VILLAGE PLAT, BEING ALSO THE EASTERLY LINE OF SAID PARCEL IN DOCUMENT NO. 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 201.00 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 09 SECONDS WEST 35.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 72 DEGREES 56 MINUTES 06 SECONDS WEST 49.89 FEET TO A POINT ON A LINE DEFINED BY THE SOUTHERLY LIMITS OF THAT 12 FOOT WATER LINE EASEMENT DESCRIBED AND RECORDED IN DOCUMENT NO. 1986-217117 OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 183.87 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 182.12 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL IN DOCUMENT NO. 88-480097, SOUTH 88 DEGREES 56 MINUTES 19 SECONDS EAST 66.46 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 92.87 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 95.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 48.01 FEET AND A CENTRAL ANGLE OF 76 DEGREES 52 MINUTES 19 SECONDS;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ARC DISTANCE 64.41 FEET TO A POINT SUBTENDED BY A CHORD BEARING SOUTH 51 DEGREES 30 MINUTES 09 SECONDS EAST 59.69 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST 8.21 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 97.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST 15.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 126.14 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL NO. 7:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND ALONG THE BOUNDARY OF GLENN MOOR, ACCORDING TO BOOK 278 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 573.19 FEET;

EXHIBIT A
(Continued)

THENCE NORTH 86 DEGREES 15 MINUTES 44 SECONDS EAST ALONG THE BOUNDARY OF SAID GLENN MOOR A DISTANCE OF 486.45 FEET TO A POINT OF TANGENT CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 470.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY OF SAID GLENN MOOR THROUGH A CENTRAL ANGLE OF 31 DEGREES 55 MINUTES 00 SECONDS A DISTANCE OF 261.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 54 DEGREES 20 MINUTES 44 SECONDS EAST ALONG THE BOUNDARY OF SAID GLENN MOOR A DISTANCE OF 101.81 FEET TO A POINT OF TANGENT CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 827.59 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY OF SAID GLENN MOOR THROUGH A CENTRAL ANGLE OF 28 DEGREES 30 MINUTES 00 SECONDS A DISTANCE OF 411.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 620.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY OF SAID GLENN MOOR THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 05 SECONDS A DISTANCE OF 558.92 FEET;

THENCE LEAVING THE ARC OF SAID CURVE ON A NON-TANGENTIAL LINE NORTH 74 DEGREES 39 MINUTES 07 SECONDS EAST ALONG THE BOUNDARY OF SAID GLENN MOOR A DISTANCE OF 42.65 FEET TO THE MOST EASTERLY CORNER OF SAID GLENN MOOR, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD ACCORDING TO THE MAP OF DEDICATION FOR ROADWAYS WITHIN PINNACLE PEAK VILLAGE EAST RECORDED IN BOOK 274 OF MAPS, PAGE 4, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE LEAVING THE BOUNDARY OF SAID GLENN MOOR SOUTH 60 DEGREES 39 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 398.22 FEET TO A POINT OF TANGENT CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1855.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 19 SECONDS A DISTANCE OF 645.53 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 684.08 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 37 SECONDS A DISTANCE OF 420.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST A DISTANCE OF 210.07 FEET;

THENCE NORTH 25 DEGREES 14 MINUTES 14 SECONDS EAST A DISTANCE OF 357.92 FEET;

THENCE NORTH 05 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 97.44 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST A DISTANCE OF 48.07 FEET, TO THE TRUE POINT OF BEGINNING.

EXHIBIT A
(Continued)

PARCEL NO. 8:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES, 02 MINUTES, 37 SECONDS EAST, A DISTANCE OF 573.19 FEET;

THENCE NORTH 86 DEGREES 15 MINUTES, 44 SECONDS EAST, A DISTANCE OF 486.45 FEET TO THE BEGINNING OF A TANGENT 470.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES, 55 MINUTES, 00 SECONDS, A DISTANCE OF 261.81 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 54 DEGREES, 20 MINUTES, 44 SECONDS EAST, A DISTANCE OF 101.81 FEET TO THE BEGINNING OF A TANGENT 827.59 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES, 30 MINUTES, 00 SECONDS, A DISTANCE OF 411.66 FEET TO THE BEGINNING OF A REVERSE 620.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES, 39 MINUTES, 05 SECONDS, A DISTANCE OF 558.92 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 74 DEGREES, 39 MINUTES, 07 SECONDS EAST, A DISTANCE OF 42.66 FEET TO THE MOST EASTERLY CORNER OF GLENN MOOR AT TROON VILLAGE, ACCORDING TO PLAT RECORDED IN BOOK 278 OF MAPS, PAGE 5, OF MARICOPA COUNTY RECORDS, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HAPPY VALLEY ROAD, ACCORDING TO THE MAP OF DEDICATION FOR ROADWAYS WITHIN PINNACLE PEAK VILLAGE EAST, ACCORDING TO PLAT RECORDED IN BOOK 274 OF MAPS, PAGE 4, OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 60 DEGREES, 39 MINUTES, 16 SECONDS EAST, A DISTANCE OF 398.22 FEET TO THE BEGINNING OF A TANGENT 1855.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES, 56 MINUTES, 19 SECONDS, A DISTANCE OF 645.53 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES, 01 MINUTES, 38 SECONDS EAST, A DISTANCE OF 684.08 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO LAWRENCE KRUIDENIER, RECORDED AS 93-0193689 OF OFFICIAL RECORDS, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES, 01 MINUTES, 38 SECONDS EAST, A DISTANCE OF 97.01 FEET TO THE NORTHEAST CORNER OF THE SECOND EXCEPTION TO THE DESCRIPTION IN THAT CERTAIN INSTRUMENT RECORDED AS 85-560735 OF OFFICIAL RECORDS;

EXHIBIT A
(Continued)

TENCE ALONG THE NORTHERLY LINE OF SAID EXCEPTION, SOUTH 89 DEGREES, 58 MINUTES, 22 SECONDS WEST, A DISTANCE OF 57.26 FEET TO THE NORTHWEST CORNER OF SAID EXCEPTION, ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF SAID KRUIDENIER'S LAND;

TENCE ALONG SAID BOUNDARY, NORTH 05 DEGREES, 23 MINUTES, 09 SECONDS EAST, A DISTANCE OF 97.44 FEET TO THE NORTHWEST CORNER OF SAID KRUIDENIER'S LAND;

TENCE CONTINUING ALONG SAID BOUNDARY, NORTH 89 DEGREES, 58 MINUTES, 23 SECONDS EAST, A DISTANCE OF 48.07 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 9:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4;

TENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 110.08 FEET TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN;

TENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 2163.45 FEET;

TENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS WEST A DISTANCE OF 45.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF JOMAX ROAD ALSO BEING TO THE NORTHEAST CORNER OF THE PRISTO ASSEMBLAGE AS RECORDED IN BOOK 976 OF MAPS, PAGE 36 AT THE MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA AND BEING THE TRUE POINT OF BEGINNING;

TENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF JOMAX ROAD A DISTANCE OF 483.59 FEET;

TENCE SOUTH 10 DEGREES 19 MINUTES 09 SECONDS WEST, LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 55.92 FEET, TO THE NORTHWEST CORNER OF WINDY WALK ESTATES AS RECORDED IN BOOK 294 OF MAPS, PAGE 15, ALSO BEING THE NORTHEAST CORNER OF TROON GOLF COURSE AS DESCRIBED IN INSTRUMENT 1995-0127635, BOTH AT THE MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA.

TENCE SOUTH 89 DEGREES 03 MINUTES 40 SECONDS WEST (MEASURED), SOUTH 89 DEGREES 03 MINUTES 29 SECONDS WEST (RECORD) ALONG THE NORTH LINE OF SAID TROON GOLF COURSE, A DISTANCE OF 197.15 FEET (MEASURED), 196.96 FEET (RECORD);

TENCE SOUTH 70 DEGREES 17 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 540.39 FEET TO THE SOUTHEAST CORNER OF THE PRISTO ASSEMBLAGE AS RECORDED IN BOOK 976 OF MAPS, PAGE 36 AT THE MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA;

TENCE NORTH 43 DEGREES 52 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID PRISTO ASSEMBLAGE A DISTANCE OF 335.10 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE B – Section I
REQUIREMENTS

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Troon Country Club, Inc., an Arizona corporation

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

6. INTENTIONALLY OMITTED

7. Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Fidelity National Title Insurance Company.

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.

9. INTENTIONALLY OMITTED

10. INTENTIONALLY OMITTED

11. INTENTIONALLY OMITTED



SCHEDULE B – Section I
(Continued)

12. INTENTIONALLY OMITTED

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

Name of Corporation: Troon Country Club, Inc., an Arizona non-profit corporation Troon Golf & Country Club, Inc., an Arizona non-profit corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) INTENTIONALLY OMITTED

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

14. INTENTIONALLY OMITTED

15. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: Troon Country Club, Inc., an Arizona non-profit corporation
Beneficiary: Wells Fargo Bank
Amount: 6,000,000.00

16. 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).

17. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: Troon Country Club, Inc., an Arizona non-profit corporation
Beneficiary: Wells Fargo Bank
Amount: \$500,000.00

18. If a work of improvement is contemplated, no work is to be commenced or materials delivered to the Land the subject of this transaction prior to the recordation of the loan documents. If work is commenced or materials delivered, the Company reserves the right to add additional items or make further requirements and the closing may be delayed.

19. Notify the title department 3 days prior to the contemplated close of escrow to arrange for a priority inspection of said Land. No work is to be commenced or materials delivered until the mortgage to be insured has been recorded.

The Company reserves the right to add additional items or make further requirements if the inspection of said Land discloses the commencement of work or the delivery of materials and the closing may be delayed.

SCHEDULE B – Section I
(Continued)

Tax Note:

Year:	2015
Tax Parcel No:	217-02-012T (PARCEL 1)
Total Tax:	\$52,300.48
First Installment Amount:	\$PAID
Second Installment Amount:	\$PAID

Tax Note:

Year:	2015
Tax Parcel No:	217-02-915A (PARCEL 6)
Total Tax:	\$1,755.30
First Installment Amount:	\$ PAID
Second Installment Amount:	\$ PAID

Tax Note:

Year:	2015
Tax Parcel No:	217-02-916C (PARCEL 5)
Total Tax:	\$4,053.16
First Installment Amount:	\$ PAID
Second Installment Amount:	\$ PAID

Tax Note:

Year:	2015
Tax Parcel No:	217-02-997B (PARCEL 9)
Total Tax:	\$1,398.56
First Installment Amount:	\$ PAID
Second Installment Amount:	\$ PAID

Tax Note:

Year:	2015
Tax Parcel No:	217-02-998E (PARCEL 7)
Total Tax:	\$1,424.88
First Installment Amount:	\$ PAID
Second Installment Amount:	\$ PAID

Tax Note:

Year:	2015
Tax Parcel No:	217-02-998H (PARCEL 8)
Total Tax:	\$300.88
First Installment Amount:	\$ PAID
Second Installment Amount:	\$ PAID

SCHEDULE B – Section I
(Continued)

Tax Note:

Year: 2015
Tax Parcel No: 217-55-693 (PARCEL 2, 4)
 Total Tax: \$11,559.38
 First Installment Amount: \$ PAID
 Second Installment Amount: \$ PAID

Tax Note:

Year: 2015
Tax Parcel No: 217-55-694 (PARCEL 2)
 Total Tax: \$56.72
 First Installment Amount: \$ PAID
 Second Installment Amount: \$ NO TAXES DUE

Tax Note:

Year: 2015
Tax Parcel No: 217-55-695 (PARCEL 2)
 Total Tax: \$56.24
 First Installment Amount: \$ PAID
 Second Installment Amount: \$ NO TAXES DUE

Tax Note:

Year: 2015
Tax Parcel No: 217-55-696 (PARCEL 2)
 Total Tax: \$52.42
 First Installment Amount: \$ PAID
 Second Installment Amount: \$ NO TAXES DUE

Tax Note:

Year: 2015
Tax Parcel No: 217-55-697 (PARCEL 2)
 Total Tax: \$37.10
 First Installment Amount: \$ PAID
 Second Installment Amount: \$ NO TAXES DUE

Tax Note:

Year: 2015
Tax Parcel No: 217-55-698 (PARCEL 2)
 Total Tax: \$74.20
 First Installment Amount: \$ PAID
 Second Installment Amount: \$ NO TAXES DUE



SCHEDULE B – Section I
(Continued)

Tax Note:

Year:	2015
Tax Parcel No:	217-55-699 (PARCEL 2) /
Total Tax:	\$125.92
First Installment Amount:	\$ PAID
Second Installment Amount:	\$ PAID

END OF SCHEDULE B – SECTION I



SCHEDULE B – SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.
 - 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
 - 2. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
 - 3. 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.
 - 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: electric line, poles and gas mains
Recording No: Book 74 of Miscellaneous, page 208
(parcel 2)
 - 5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: electric lines
Recording No: Docket 2872, page 508
(parcel 2)
 - 6. Easements, covenants, conditions and restrictions as set forth on the Map of Dedication for Roadways within Pinnacle Peak Village East recorded in Book 244 of Maps, Page 31.
 - 7. Easements, covenants, conditions and restrictions as set forth on the Survey recorded in Book 259 of Maps, Page 26.
 - 8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: electric lines
Recording No: 84-302359
 - 9. Matters contained in that certain document
Entitled: Resolution No. 2489
Recording No: 84-453724

Reference is hereby made to said document for full particulars.

SCHEDULE B – Section II
(Continued)

- 10. Covenants, conditions and restrictions 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: 84-557396, First Amendment recorded in Document No 85-261820, Second Amendment recorded in Document No 85-457214, Third Amendment recorded in Document No 86-67860

- 11. Covenants, conditions and restrictions 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: 1985-009757
(parcel 1)

- 12. Easements, covenants, conditions and restrictions as set forth on the Map of Dedication for Roadways within Pinnacle Peak Village East recorded in Book 274 of Maps, Page 4.

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

Purpose: underground utility
Recording No: 85-013546
(parcel 5, 6)

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

Purpose: ingress and egress of emergency and municipal vehicles
Recording No: 85-013547
(parcel 5, 6)

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

Purpose: communications facilities
Recording No: 85-055663
(parcel 2)

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

Purpose: electric lines
Recording No: 85-238923
(parcel 5, 6)

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

Purpose: electric lines
Recording No: 85-348382
(parcel 2)



SCHEDULE B – Section II
(Continued)

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

Purpose: fence and landscaping
Recording No: 85-375623
(parcel 2)

19. Matters contained in that certain document

Entitled: City of Scottsdale Natural Area Easement including Restored Desert
Recording No: 85-407041

City of Scottsdale Release of Easement (Individual) recorded in Document No 2008-0510224
(parcel 1)

Reference is hereby made to said document for full particulars.

20. Matters contained in that certain document

Entitled: Declaration of Easement
Recording No: 85-511027

Reference is hereby made to said document for full particulars.

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

Purpose: perimeter wall
Recording No: 86-152160
(parcel 2)

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

Purpose: waterline easement
Recording No: 86-217117
(parcel 5, 6)

23. Matters contained in that certain document

Entitled: Declaration of Easement
Recording No: 86-259637

Reference is hereby made to said document for full particulars.

SCHEDULE B – Section II
(Continued)

24. Matters contained in that certain document

Entitled: Perimeter Wall Easement Agreement.
Recording No: 86-358812
(parcel 2)

Reference is hereby made to said document for full particulars.

25. Matters contained in that certain document

Entitled: Declaration of Easement
Recording No: 86-052689, First Amendment recorded in Document No 86-474733, Second Amendment recorded in Document No 2015-0421631, Third Amendment recorded in Document No 2016-205680

Reference is hereby made to said document for full particulars.

26. Covenants, conditions and restrictions 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: 86-052690, Tract Declaration recorded in Document No 86-052688, Notice of Contact Information recorded in Document No 2004-1074846 (parcel 4)

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

Payable to: Troon Village Association and Windy Walk Homeowners Association and Rossmar and Graham Community Association

27. Covenants, conditions and restrictions 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: 86-532105, First Amendment recorded in Document No 87-102173

28. Covenants, conditions and restrictions 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: 86-532106, first Amendment recorded in Document No 87-102174

SCHEDULE B – Section II
(Continued)

29. Matters contained in that certain document

Entitled: Declaration of Utilities Easement
Recording No: 86-598669

Reference is hereby made to said document for full particulars.

30. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 294 of Maps, Page 15 (parcel 4),

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

Purpose: electric lines
Recording No: 87-024111
(parcel 5, 6)

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

Purpose: waterline
Recording No: 87-046891
(parcel 5, 6)

33. Matters contained in that certain document

Entitled: Cable Television Service Agreement and Easement
Recording No: 87-138708, Assignment recorded in Document No 89-103269
(parcel 4)

Reference is hereby made to said document for full particulars.

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

Purpose: sewer line
Recording No: 87-309469
(parcel 5, 6)

SCHEDULE B – Section II
(Continued)

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

Purpose: natural gas pipeline or pipelines
Recording No: 87-411069
(parcel 1, 2)

36. Covenants, conditions and restrictions 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 (parcel 4)

Recording No: 88-357622, re-recorded in Document No 88-430025; Amendment recorded in Document No 2007-0125524 and Notice of Contact Information recorded in Document No 2004-0997598, Assignment of Declarant's Rights recorded in Document No 91-302796

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

Purpose: public utility lines, pipes or poles
Recording No: 88-480096
(parcel 5, 6)

38. Matters contained in that certain document

Entitled: Irrevocable License Agreement
Recording No: 89-020974

Reference is hereby made to said document for full particulars.

39. Matters contained in that certain document

Entitled: Assignment of Benefits under Option and Use Agreement
Recording No: 91-302797

Reference is hereby made to said document for full particulars.

SCHEDULE B – Section II
(Continued)

40. Matters contained in that certain document

Entitled: Assignment and Assumption of Option & Use Agreement
Recording No: 91-302800

Reference is hereby made to said document for full particulars.

41. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Microcell Option and Lease Agreement
Lessor: Troon Golf and Country Club, Inc., an Arizona corporation
Lessee: U S West NewVector Group, Inc., a Colorado corporation
Recording Date: February 28, 1995
Recording No: 95-0108670
(parcel 1)

42. Matters contained in that certain document

Entitled: Notice of Exercise of Option
Recording No: 95-0456293
(parcel 1)

Reference is hereby made to said document for full particulars.

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

Purpose: access
Recording No: 95-0456293
(parcel 1)

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

Purpose: communications facility
Recording No: 95-0456293
(parcel 1)

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

Purpose: underground water and sewer lines, electrical lines
Recording No: 96-0356252
(parcel 5, 6)

46. Matters contained in that certain document

Entitled: Master Easement and Cost-Sharing Agreement
Recording No: 96-0462489

Reference is hereby made to said document for full particulars.

SCHEDULE B – Section II
(Continued)

47. Matters contained in that certain document

Entitled: Notice of Voluntary Environmental Mitigation Use Restriction
Recording No: 98-0926558
(parcel 6)

Reference is hereby made to said document for full particulars.

48. Matters contained in that certain document

Entitled: Memorandum of Assignment and Assumption Agreement
Recording No: 2004-1522874

Reference is hereby made to said document for full particulars.

49. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Building and Rooftop Lease Agreement
Lessor: Troon Golf and Country Club, Inc., an Arizona corporation
Lessee: Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless
Recording Date: June 14, 2005
Recording No: 2005-0802891
(parcel 1)

50. Matters contained in that certain document

Entitled: Second Amendment to Option and Site Lease Agreement
Recording No: 2006-1538555

Reference is hereby made to said document for full particulars.

51. Matters contained in that certain document

Entitled: City of Scottsdale Natural Area Open Space Easement Including Restored Desert
Recording No: 2008-0510228
(parcel 2)

Reference is hereby made to said document for full particulars.

52. Matters contained in that certain document

Entitled: Agreement for the Waiver of Claims for Diminution in Value of Property
Recording No: 2008-0574854
(parcel 1)

Reference is hereby made to said document for full particulars.

SCHEDULE B – Section II
(Continued)

53. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
- Entitled: Memorandum of First Amendment to Building and Rooftop Lease Agreement
 Lessor: Troon Golf and Country Club, Inc., an Arizona corporation.
 Lessee: Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon wireless
 Recording Date: February 04, 2009
 Recording No: 2009-0093801
54. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: drainage and flood control
 Recording No: 2009-0242175
 (parcel 2)
55. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: drainage and flood control
 Recording No: 2009-0553947
 (parcel 2)
56. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: water lines, electric lines
 Recording No: 2010-0836818
 (parcel 5, 6)
57. Matters contained in that certain document
- Entitled: Amended and Restated Master Easement and Cost-Sharing Agreement
 Recording No: 2011-0813752, Amendment recorded in Document No 2015-0078657
- Reference is hereby made to said document for full particulars.
58. Easements, covenants, conditions and restrictions as set forth on the Survey recorded in Book 1120 of Maps, Page 30. (parcel 8)
59. Easements, covenants, conditions and restrictions as set forth on the Survey recorded in Book 1120 of Maps, Page 31. (parcel 2)
60. Matters contained in that certain document
- Entitled: Maintenance Agreement
 Recording No: 2012-0884410
 (parcel 2)
- Reference is hereby made to said document for full particulars.



SCHEDULE B – Section II
(Continued)

61. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Land Lease Agreement
 Lessor: Troon Golf & Country Club, Inc., an Arizona nonprofit corporation
 Lessee: Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless
 Recording Date: April 6, 2012
 Recording No: 2012-0287809
 (parcel 5, 6)

62. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document.

Entitled: Memorandum of Lease
 Lessor: Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless
 Lessee: ATC Sequoia LLC, a Delaware
 Recording Date: August 13, 2015
 Recording No: 2015-0585799
 (parcel 5, 6)

63. The effect of a deed dated October 07, 2013, executed by Windy Walk Homeowners' Association an Arizona non-profit corporation to Troon Country Club, Inc., an Arizona non-profit corporation recorded October 22, 2013 in Document No 2013-0927985 (parcel 9)

64. The effect of a deed dated March 12, 2013, executed by Troon Village Association, an Arizona nonprofit corporation to Windy Walk Homeowners' Association, an Arizona non-profit corporation, recorded March 18, 2013 in Document No 2013-244521 (parcel 9)

65. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land. (parcel 2, 4, 6, 7, 8, 9)

66. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

67. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

68. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$7,500.00
 Dated: July 23, 1993
 Trustor/Grantor: Gary Gietz Builder, A.C.C., an Arizona close corporation and Benny Chan and Debbie Bloy Chan, husband and wife
 Trustee: Network Escrow and Title Agency, an Arizona corporation
 Beneficiary: John Hall & Association
 Recording Date: August 06, 1993
 Recording No: 93-0523759
 (parcel 4)

An assignment of the beneficial interest under said deed of trust which names:



SCHEDULE B – Section II
(Continued)

Assignee: Nabil P. Sahhar
Recording Date: December 01, 1993
Recording No: 93-0837071

Note: The above exception is shown for disclosure purposes only. It will be deleted and will not be shown as an exception upon issuance of the final title policy.

69. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$ 7,500.00
Dated: August 06, 1993
Trustor/Grantor: Gary Gietz Builders, A.C.C., an Arizona close corporation and Benny Chan and Debbie Bloy Chan
Trustee: Network Escrow and Title Agency, an Arizona corporation
Beneficiary: Prudential Arizona Realty
Recording Date: December 01, 1993
Recording No: 93-0523760
(parcel 4)

Note: The above exception is shown for disclosure purposes only. It will be deleted and will not be shown as an exception upon issuance of the final title policy.

END OF SCHEDULE B – SECTION II

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



Fidelity National Title Agency, Inc.

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

1. Print must be ten-point type (pica) or larger.
2. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

NOTICE:

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect, and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a

small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt-out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which 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. Proceedings by a public agency which 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. 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 of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (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.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which 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. Proceedings by a public agency which 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (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.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- a. building
- b. zoning
- c. Land use
- d. improvements on Land
- e. land division
- f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

a. notice of exercising the right appears in the Public Records at the Policy Date, or

b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

• For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8 a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8 e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.



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: 5/18/16

Printed Name: GARNETT H. WALLACE

Check box if signature refused

Copy of Bill of Rights left at: _____

28-DR-2016
6/21/16

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

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

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



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, Neighborhood and Transportation

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7

28-DR-2016

6/21/16

**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:

25000 WINDY WALK DR SCOTTSDALE AZ 85255
(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

5/18/16

Date



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 25000 N WINDY WALK DR SCOTTSDALE AZ 85255
- b. County Tax Assessor's Parcel Number: 217-02-012T
- c. General Location: NORTH WEST CORNER OF HAPPY VALLEY & WINDY WALK
- d. Parcel Size: 300,608 SQFT
- e. Legal Description: SEE ATTACHED

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the 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)

GARRETT H. WALLACE

Date

MAY 18, 2016
_____, 20____
_____, 20____
_____, 20____

Signature

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

28-DR-2016
6/21/16

SPECIAL REPORT

SCHEDULE A

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

Troon Country Club

3. The Title to the Fee as to Parcel Nos. 1, 2, 4, 5, 6, 7, 8 and 9, and Easement as to Parcel No. 3 in the land described herein is at this date hereof vested in:

Troon Golf & Country Club, Inc., an Arizona non-profit corporation as to Parcel Nos. 1, 2, 4, 5, 6 and 8

Troon Country Club, Inc., an Arizona corporation as to Parcel No. 7 and

Desert Foothills Developers, a joint venture as to Parcel No. 9

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Search made to May 05, 2016 at 7:30 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Charlie Davies/djm (602)685-7275

EXHIBIT "A"

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 4 AND 9, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 57 MINUTES 12 SECONDS EAST ALONG THE COMMON LINE BETWEEN SECTIONS 4 AND 9 A DISTANCE OF 1353.24 FEET;

THENCE NORTH 36 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 21.10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 53 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 450.00 FEET;

THENCE SOUTH 19 DEGREES 32 MINUTES 20 SECONDS EAST A DISTANCE OF 238.02 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 08 DEGREES 45 MINUTES 47 SECONDS WEST, A RADIUS OF 38.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.83 FEET THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 23 SECONDS TO A POINT OF NONTANGENCY;

THENCE SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 28.00 FEET;

THENCE SOUTH 53 DEGREES 47 MINUTES 24 SECONDS EAST A DISTANCE OF 21.32 FEET TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A RADIUS OF 5.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.13 FEET THROUGH A CENTRAL ANGLE OF 93 DEGREES 07 MINUTES 34 SECONDS TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER BEARS SOUTH 50 DEGREES 39 MINUTES 50 SECONDS EAST A RADIUS OF 50.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.03 FEET THROUGH A CENTRAL ANGLE OF 11 DEGREES 29 MINUTES 21 SECONDS TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 62 DEGREES 09 MINUTES 11 SECONDS WEST A RADIUS OF 3.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.06 FEET THROUGH A CENTRAL ANGLE OF 115 DEGREES 47 MINUTES 19 SECONDS TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE SOUTHWEST, WHOSE CENTERS BEARS SOUTH 53 DEGREES 38 MINUTES 08 SECONDS WEST A RADIUS OF 56.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.03 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 25 MINUTES 37 SECONDS TO A POINT OF NONTANGENCY;

THENCE SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 32.50 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 36 DEGREES 12 MINUTES 36 SECONDS WEST A RADIUS OF 23.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.79 FEET THROUGH A

CENTRAL ANGLE OF 92 DEGREES 08 MINUTES 08 SECONDS;

THENCE SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST A DISTANCE OF 118.42 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN ON THE MAP OF DEDICATION FOR ROADWAYS WITHIN PINNACLE PEAK VILLAGE EAST, AS SHOWN IN BOOK 274, PAGE 4 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, AND TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE NORTH, WHOSE CENTER BEARS NORTH 51 DEGREES 39 MINUTES 16 SECONDS WEST A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 51 DEGREES 39 MINUTES 16 SECONDS WEST ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 426.19 FEET TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST A RADIUS OF 2109.75 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 399.13 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 50 MINUTES 22 SECONDS TO A POINT OF NONTANGENCY;

THENCE NORTH 36 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 327.01 FEET;

THENCE NORTH 81 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 95.00 FEET;

THENCE SOUTH 53 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 130.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THOSE PORTIONS OF SECTIONS 4 AND 9, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

NORTH NINE HOLES

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF HAPPY VALLEY ROAD AS SHOWN ON THE MAP OF DEDICATION FOR ROADS IN PINNACLE PEAK VILLAGE, BOOK 274 OF MAPS, PAGE 4 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 27 MINUTES 29 SECONDS AN ARC LENGTH OF 518.49 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 14 DEGREES 30 MINUTES 17 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 09 DEGREES 42 MINUTES 51 SECONDS WEST A DISTANCE OF 238.15 FEET;

THENCE NORTH 40 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 151.12 FEET;

THENCE NORTH 00 DEGREES 43 MINUTES 16 SECONDS EAST A DISTANCE OF 289.72 FEET;

THENCE NORTH 09 DEGREES 42 MINUTES 51 SECONDS WEST A DISTANCE OF 1128.92 FEET;

THENCE NORTH 38 DEGREES 40 MINUTES 55 SECONDS EAST A DISTANCE OF 413.66 FEET;

THENCE NORTH 30 DEGREES 25 MINUTES 28 SECONDS EAST A DISTANCE OF 716.12 FEET;

THENCE NORTH 04 DEGREES 52 MINUTES 41 SECONDS EAST A DISTANCE OF 541.63 FEET;

THENCE NORTH 31 DEGREES 25 MINUTES 48 SECONDS EAST A DISTANCE OF 219.37 FEET;

THENCE NORTH 28 DEGREES 08 MINUTES 54 SECONDS EAST A DISTANCE OF 520.74 FEET;

THENCE NORTH 39 DEGREES 26 MINUTES 13 SECONDS EAST A DISTANCE OF 505.20 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 07 SECONDS WEST A DISTANCE OF 351.61 FEET;

THENCE NORTH 55 DEGREES 30 MINUTES 53 SECONDS EAST A DISTANCE OF 256.42 FEET;

THENCE NORTH 70 DEGREES 17 MINUTES 28 SECONDS EAST A DISTANCE OF 855.53 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 29 SECONDS EAST A DISTANCE OF 196.96 FEET TO THE NORTHWEST CORNER OF WINDY WALK ESTATES AS SHOW IN BOOK 294, PAGE 15, IN THE OFFICE OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 24 DEGREES 07 MINUTES 17 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 716.91 FEET;

THENCE SOUTH 26 DEGREES 13 MINUTES 41 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 155.00 FEET;

THENCE NORTH 76 DEGREES 36 MINUTES 43 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 153.71 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 50 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 583.12 FEET;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 840.00 FEET;

THENCE SOUTH 09 DEGREES 22 MINUTES 54 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 350.00 FEET;

THENCE SOUTH 27 DEGREES 03 MINUTES 38 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 146.14 FEET;

THENCE SOUTH 42 DEGREES 43 MINUTES 30 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 605.13 FEET;

THENCE SOUTH 21 DEGREES 51 MINUTES 20 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 196.09 FEET;

THENCE NORTH 75 DEGREES 27 MINUTES 57 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 669.75 FEET;

THENCE NORTH 68 DEGREES 22 MINUTES 49 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 752.84 FEET;

THENCE NORTH 05 DEGREES 09 MINUTES 54 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 142.95 FEET TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 13 DEGREES 37 MINUTES 57 SECONDS WEST, A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES THROUGH A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 43 SECONDS AN ARC LENGTH OF 49.01 FEET;

THENCE SOUTH 66 DEGREES 20 MINUTES 20 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 129.15 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 23 DEGREES 39 MINUTES 40 SECONDS WEST A RADIUS OF 16.00 FEET;

THENCE SOUTHEASTERLY TO SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AN ARC LENGTH OF 25.13 FEET;

THENCE SOUTH 23 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 185.80 FEET;

THENCE SOUTH 65 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 1619.12 FEET;

THENCE SOUTH 10 DEGREES 33 MINUTES 32 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 996.36 FEET;

THENCE SOUTH 36 DEGREES 21 MINUTES 49 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 833.90 FEET;

THENCE SOUTH 03 DEGREES 07 MINUTES 29 SECONDS WEST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 269.61 FEET;

THENCE SOUTH 86 DEGREES 52 MINUTES 31 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 429.12 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 03 DEGREES 07 MINUTES 29 SECONDS WEST A RADIUS OF 155.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES THROUGH A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 41 SECONDS AN ARC LENGTH OF 44.26 FEET;

THENCE SOUTH 70 DEGREES 30 MINUTES 50 SECONDS EAST ALONG THE BOUNDARY OF SAID WINDY WALK ESTATES A DISTANCE OF 86.12 FEET TO THE NORTHWEST CORNER OF BALLANTRAE RIDGE AS SHOWN IN BOOK 292, PAGE 31, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 12 DEGREES 48 MINUTES 20 SECONDS EAST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 211.51 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 252.53 FEET;

THENCE SOUTH 01 DEGREES 30 MINUTES 27 SECONDS WEST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 301.95 FEET;

THENCE SOUTH 21 DEGREES 33 MINUTES 24 SECONDS EAST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 262.35 FEET;

THENCE SOUTH 36 DEGREES 32 MINUTES 12 SECONDS WEST ALONG THE BOUNDARY OF SAID BALLANTRAE RIDGE A DISTANCE OF 177.00 FEET;

THENCE NORTH 53 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 130.00 FEET;

THENCE SOUTH 81 DEGREES 32 MINUTES 12 SECONDS WEST A DISTANCE OF 95.00 FEET;

THENCE SOUTH 36 DEGREES 32 MINUTES 12 SECONDS WEST A DISTANCE OF 327.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 27 DEGREES 30 MINUTES 22 SECONDS WEST A RADIUS OF 2109.75 FEET;

THENCE NORTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 05 SECONDS AN ARC LENGTH OF 478.74 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION OF THE NORTH NINE HOLES LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THOSE PORTIONS OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 40 OF WINDY WALK ESTATES AS RECORDED IN BOOK 294, PAGE 15, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, SAID POINT BEING ON THE BOUNDARY OF THE TROON GOLF COURSE, SAID POINT BEING A POINT OF CURVATURE TO THE RIGHT WHOSE CENTER BEARS SOUTH 13 DEGREES 38 MINUTES 00 SECONDS WEST A RADIUS OF 280.00 FEET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF QUARTZ ROCK ROAD AS SHOWN ON THE FINAL PLAT FOR SAID WINDY WALK ESTATES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 09 MINUTES 50 SECONDS, AN ARC LENGTH OF 20.35 FEET, A TANGENT LENGTH OF 10.18 FEE, A CHORD LENGTH OF 20.34 FEET HAVING A CHORD BEARING OF SOUTH 74 DEGREES 17 MINUTES 05 SECONDS EAST;

THENCE SOUTH 05 DEGREES 09 MINUTES 54 SECONDS WEST A DISTANCE OF 96.69 FEET;

THENCE SOUTH 30 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 47.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 40;

THENCE NORTH 05 DEGREES 09 MINUTES 54 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 40 AND ALONG THE BOUNDARY OF THE TROON GOLF COURSE A DISTANCE OF 142.95 FEET TO THE TRUE POINT OF BEGINNING.

SOUTH NINE HOLES

HOLE NUMBER 10

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 17 DEGREES 28 MINUTES 06 SECONDS AN ARC LENGTH OF 626.45 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 17 DEGREES 30 MINUTES 54 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO A NONTANGENT POINT ON A CURVE WHOSE CENTER BEARS SOUTH 17 DEGREES 30 MINUTES 54 SECONDS WEST A RADIUS OF 1999.75 FEET SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 08 DEGREES 19 MINUTES 20 SECONDS AN ARC LENGTH OF 290.47 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 31 DEGREES 40 MINUTES 01 SECONDS WEST A DISTANCE OF 117.77 FEET;

THENCE SOUTH 28 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 663.83 FEET;

THENCE SOUTH 17 DEGREES 17 MINUTES 38 SECONDS WEST A DISTANCE OF 399.55 FEET;

THENCE SOUTH 03 DEGREES 23 MINUTES 51 SECONDS WEST A DISTANCE OF 141.75 FEET;

THENCE SOUTH 65 DEGREES 54 MINUTES 57 SECONDS EAST A DISTANCE OF 61.86 FEET;

THENCE NORTH 88 DEGREES 38 MINUTES 18 SECONDS EAST A DISTANCE OF 65.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TURNBERRY ROAD AS SHOWN ON THE PLAT OF GLENN MOOR IN BOOK 278 OF MAPS, PAGE 5, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 27 DEGREES 18 MINUTES 35 SECONDS WEST ALONG THE WEST RIGHT OF WAY OF SAID TURNBERRY ROAD A DISTANCE OF 28.00 FEET;

THENCE SOUTH 86 DEGREES 28 MINUTES 06 SECONDS WEST A DISTANCE OF 60.54 FEET;

THENCE NORTH 65 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 66.72 FEET;

THENCE SOUTH 56 DEGREES 05 MINUTES 45 SECONDS WEST A DISTANCE OF 110.00 FEET;

THENCE NORTH 77 DEGREES 57 MINUTES 19 SECONDS WEST A DISTANCE OF 100.52 FEET;

THENCE NORTH 39 DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 72.00 FEET;

THENCE NORTH 00 DEGREES 55 MINUTES 25 SECONDS WEST A DISTANCE OF 230.18 FEET;

THENCE NORTH 11 DEGREES 08 MINUTES 10 SECONDS EAST A DISTANCE OF 280.00 FEET;

THENCE NORTH 25 DEGREES 29 MINUTES 02 SECONDS EAST A DISTANCE OF 97.14 FEET;

THENCE NORTH 28 DEGREES 12 MINUTES 08 SECONDS EAST A DISTANCE OF 829.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 11

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 1087.68 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 493.37 FEET TO THE

TRUE POINT OF BEGINNING;

THENCE NORTH 27 DEGREES 18 MINUTES 35 SECONDS EAST A DISTANCE OF 84.96 FEET;

THENCE SOUTH 67 DEGREES 53 MINUTES 06 SECONDS EAST A DISTANCE OF 351.53 FEET;

THENCE SOUTH 62 DEGREES 52 MINUTES 19 SECONDS EAST A DISTANCE OF 399.53 FEET;

THENCE SOUTH 69 DEGREES 49 MINUTES 39 SECONDS EAST A DISTANCE OF 612.21 FEET;

THENCE NORTH 81 DEGREES 59 MINUTES 15 SECONDS EAST A DISTANCE OF 191.43 FEET;

THENCE SOUTH 54 DEGREES 32 MINUTES 23 SECONDS EAST A DISTANCE OF 156.44 FEET;

THENCE SOUTH 07 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 91.24 FEET;

THENCE SOUTH 55 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 110.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID TURNBERRY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER BEARS SOUTH 38 DEGREES 57 MINUTES 40 SECONDS EAST A RADIUS OF 345.00 FEET;

THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY OF SAID TURNBERRY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 38 MINUTES 43 SECONDS AN ARC LENGTH OF 27.97 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 54 DEGREES 09 MINUTES 24 SECONDS WEST A DISTANCE OF 90.52 FEET;

THENCE SOUTH 72 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 60.15 FEET;

THENCE SOUTH 60 DEGREES 46 MINUTES 15 SECONDS WEST A DISTANCE OF 96.41 FEET;

THENCE SOUTH 86 DEGREES 49 MINUTES 29 SECONDS WEST A DISTANCE OF 101.47 FEET;

THENCE NORTH 74 DEGREES 06 MINUTES 33 SECONDS WEST A DISTANCE OF 585.67 FEET;

THENCE NORTH 62 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 198.09 FEET;

THENCE NORTH 55 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 680.84 FEET;

THENCE NORTH 40 DEGREES 33 MINUTES 05 SECONDS WEST A DISTANCE OF 84.21 FEET TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 12

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 2627.44 FEET TO THE CENTER OF SAID SECTION 9 AND TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 411.54 FEET;

THENCE NORTH 67 DEGREES 33 MINUTES 01 SECONDS WEST A DISTANCE OF 88.14 FEET;

THENCE NORTH 26 DEGREES 13 MINUTES 42 SECONDS WEST A DISTANCE OF 94.08 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID TURNBERRY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER BEARS SOUTH 49 DEGREES 04 MINUTES 36

SECONDS EAST A RADIUS OF 305.00 FEET;

THENCE NORTHEASTERLY ALONG THE EAST RIGHT OF WAY OF SAID TURNBERRY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 20 SECONDS AN ARC LENGTH OF 96.11 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 63 DEGREES 48 MINUTES 36 SECONDS EAST A DISTANCE OF 642.64 FEET;

THENCE SOUTH 59 DEGREES 00 MINUTES 15 SECONDS EAST A DISTANCE OF 199.04 FEET;

THENCE SOUTH 43 DEGREES 05 MINUTES 26 SECONDS EAST A DISTANCE OF 287.55 FEET;

THENCE SOUTH 40 DEGREES 31 MINUTES 27 SECONDS EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 13 DEGREES 36 MINUTES 31 SECONDS WEST A DISTANCE OF 196.29 FEET TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF ALTON ROAD AS SHOWN ON THE PLAT OF SAID GLENN MOOR AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 29 DEGREES 51 MINUTES 33 SECONDS WEST A RADIUS OF 430.00 FEET;

THENCE SOUTHWESTERLY ALONG THE NORTHWEST RIGHT OF WAY LINE OF SAID ALTON ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 27 MINUTES 40 SECONDS AN ARC LENGTH OF 93.52 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 58 DEGREES 53 MINUTES 59 SECONDS WEST A DISTANCE OF 150.00 FEET;

THENCE NORTH 40 DEGREES 10 MINUTES 20 SECONDS WEST A DISTANCE OF 224.10 FEET;

THENCE NORTH 53 DEGREES 00 MINUTES 42 SECONDS WEST A DISTANCE OF 389.09 FEET TO THE TRUE POINT OF BEGINNING.

HOLES NUMBER 13 THROUGH 16

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 2627.44 FEET TO THE CENTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS EAST A DISTANCE OF 573.19 FEET;

THENCE NORTH 86 DEGREES 15 MINUTES 44 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 486.45 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 03 DEGREES 44 MINUTES 16 SECONDS WEST A RADIUS OF 470.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE SOUTH RIGHT OF WAY OF SAID ALTON ROAD THROUGH A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 27 SECONDS AN ARC LENGTH OF 131.58 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ALTON ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 52 MINUTES 33 SECONDS AN ARC LENGTH OF 130.23 FEET;

THENCE NORTH 54 DEGREES 20 MINUTES 44 SECONDS EAST ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 101.81 FEET;

THENCE SOUTH 52 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 134.95 FEET;

THENCE SOUTH 22 DEGREES 59 MINUTES 41 SECONDS WEST A DISTANCE OF 476.64 FEET;
THENCE SOUTH 68 DEGREES 29 MINUTES 34 SECONDS EAST A DISTANCE OF 445.47 FEET;
THENCE SOUTH 73 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 361.21 FEET;
THENCE SOUTH 28 DEGREES 24 MINUTES 17 SECONDS EAST A DISTANCE OF 133.60 FEET;
THENCE SOUTH 53 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 383.03 FEET;
THENCE NORTH 47 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 11.96 FEET;
THENCE SOUTH 54 DEGREES 27 MINUTES 59 SECONDS EAST A DISTANCE OF 43.74 FEET;
THENCE SOUTH 41 DEGREES 30 MINUTES 05 SECONDS WEST A DISTANCE OF 12.78 FEET;
THENCE SOUTH 53 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 86.49 FEET;
THENCE SOUTH 75 DEGREES 58 MINUTES 03 SECONDS EAST A DISTANCE OF 150.00 FEET;
THENCE NORTH 70 DEGREES 01 MINUTES 10 SECONDS EAST A DISTANCE OF 100.00 FEET;
THENCE NORTH 57 DEGREES 44 MINUTES 40 SECONDS EAST A DISTANCE OF 140.00 FEET;
THENCE NORTH 31 DEGREES 13 MINUTES 26 SECONDS WEST A DISTANCE OF 84.58 FEET;
THENCE NORTH 03 DEGREES 54 MINUTES 06 SECONDS EAST A DISTANCE OF 435.32 FEET;
THENCE NORTH 40 DEGREES 07 MINUTES 13 SECONDS EAST A DISTANCE OF 149.12 FEET;
THENCE SOUTH 73 DEGREES 18 MINUTES 31 SECONDS EAST A DISTANCE OF 61.56 FEET;
THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 116.32 FEET;
THENCE NORTH 11 DEGREES 04 MINUTES 27 SECONDS WEST A DISTANCE OF 62.36 FEET;
THENCE NORTH 36 DEGREES 20 MINUTES 16 SECONDS WEST A DISTANCE OF 24.74 FEET;
THENCE NORTH 84 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 43.00 FEET;
THENCE NORTH 50 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 76.60 FEET;
THENCE NORTH 57 DEGREES 52 MINUTES 27 SECONDS WEST A DISTANCE OF 572.62 FEET;
THENCE NORTH 43 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 262.82 FEET;
THENCE SOUTH 88 DEGREES 47 MINUTES 12 SECONDS WEST A DISTANCE OF 162.72 FEET;
THENCE NORTH 38 DEGREES 04 MINUTES 16 SECONDS WEST A DISTANCE OF 97.99 FEET TO A POINT
ON THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD AND TO A NONTANGENT POINT ON A
CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 38 DEGREES 04 MINUTES 16
SECONDS WEST A RADIUS OF 620.00 FEET;
THENCE NORTHEASTERLY ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD AND
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 44 MINUTES 05 SECONDS AN ARC

LENGTH OF 224.37 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 74 DEGREES 39 MINUTES 07 SECONDS EAST ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 42.66 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD;

THENCE SOUTH 60 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 262.94 FEET;

THENCE SOUTH 48 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 852.09 FEET;

THENCE SOUTH 08 DEGREES 12 MINUTES 37 SECONDS EAST A DISTANCE OF 89.04 FEET;

THENCE SOUTH 82 DEGREES 56 MINUTES 53 SECONDS WEST A DISTANCE OF 61.16 FEET;

THENCE SOUTH 36 DEGREES 20 MINUTES 16 SECONDS EAST A DISTANCE OF 31.02 FEET;

THENCE SOUTH 11 DEGREES 04 MINUTES 27 SECONDS EAST A DISTANCE OF 77.22 FEET;

THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 124.90 FEET;

THENCE SOUTH 74 DEGREES 07 MINUTES 31 SECONDS EAST A DISTANCE OF 43.14 FEET;

THENCE SOUTH 34 DEGREES 11 MINUTES 02 SECONDS EAST A DISTANCE OF 98.16 FEET;

THENCE SOUTH 05 DEGREES 23 MINUTES 09 SECONDS WEST A DISTANCE OF 97.44 FEET;

THENCE SOUTH 25 DEGREES 14 MINUTES 44 SECONDS WEST A DISTANCE OF 357.92 FEET;

THENCE SOUTH 02 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 73.46 FEET;

THENCE SOUTH 51 DEGREES 43 MINUTES 39 SECONDS WEST A DISTANCE OF 222.62 FEET;

THENCE SOUTH 80 DEGREES 10 MINUTES 21 SECONDS WEST A DISTANCE OF 196.68 FEET;

THENCE NORTH 64 DEGREES 22 MINUTES 17 SECONDS WEST A DISTANCE OF 180.24 FEET;

THENCE SOUTH 33 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 78 DEGREES 21 MINUTES 30 SECONDS WEST A DISTANCE OF 185.51 FEET;

THENCE NORTH 45 DEGREES 35 MINUTES 47 SECONDS WEST A DISTANCE OF 499.19 FEET;

THENCE NORTH 63 DEGREES 23 MINUTES 58 SECONDS WEST A DISTANCE OF 95.86 FEET;

THENCE NORTH 78 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 679.98 FEET;

THENCE NORTH 44 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 202.63 FEET;

THENCE NORTH 05 DEGREES 49 MINUTES 53 SECONDS WEST A DISTANCE OF 94.32 FEET;

THENCE NORTH 36 DEGREES 07 MINUTES 42 SECONDS EAST A DISTANCE OF 394.44 FEET;

THENCE NORTH 23 DEGREES 53 MINUTES 10 SECONDS WEST A DISTANCE OF 112.49 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ALTON ROAD AND TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 17

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 38 DEGREES 17 MINUTES 56 SECONDS AN ARC LENGTH OF 1373.48 FEET;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 1514.57 FEET;

THENCE SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 160.18 FEET TO A TANGENT POINT ON A CURVE, CONCAVE TO THE NORTHEAST, WHOSE CENTER BEARS NORTH 38 DEGREES 20 MINUTES 44 SECONDS EAST A RADIUS OF 4655.00 FEET;

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9 DEGREES 00 MINUTES 00 SECONDS AN ARC LENGTH OF 731.21 FEET;

THENCE SOUTH 60 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 1229.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ALTON ROAD;

THENCE SOUTH 15 DEGREES 19 MINUTES 31 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID ALTON ROAD A DISTANCE OF 42.18 FEET TO A NONTANGENT POINT OF A CURVE, CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 58 DEGREES 40 MINUTES 43 SECONDS WEST A RADIUS OF 580.00 FEET;

THENCE ALONG SAID CURVE AND ALONG THE WEST RIGHT OF WAY LINE OF SAID ALTON ROAD THROUGH A CENTRAL ANGLE OF 12 DEGREES 24 MINUTES 31 SECONDS AN ARC LENGTH OF 125.61 FEET TO A POINT OF NONTANGENCY;

THENCE NORTH 69 DEGREES 16 MINUTES 27 SECONDS WEST A DISTANCE OF 595.36 FEET;

THENCE NORTH 70 DEGREES 57 MINUTES 04 SECONDS WEST A DISTANCE OF 199.90 FEET;

THENCE NORTH 65 DEGREES 39 MINUTES 57 SECONDS WEST A DISTANCE OF 191.68 FEET;

THENCE NORTH 57 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 599.69 FEET;

THENCE NORTH 56 DEGREES 38 MINUTES 02 SECONDS WEST A DISTANCE OF 388.14 FEET;

THENCE NORTH 04 DEGREES 53 MINUTES 10 SECONDS WEST A DISTANCE OF 116.29 FEET;

THENCE NORTH 33 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 96.97 FEET;

THENCE NORTH 30 DEGREES 06 MINUTES 11 SECONDS WEST A DISTANCE OF 81.03 FEET;

THENCE NORTH 59 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 65.19 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GLENN MOOR ROAD AS SHOWN ON THE PLAT OF SAID GLENN

MOOR;

THENCE NORTH 48 DEGREES 18 MINUTES 05 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID GLENN MOOR ROAD A DISTANCE OF 65.22 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 3.51 FEET;

THENCE NORTH 38 DEGREES 20 MINUTES 44 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

HOLE NUMBER 18

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAPPY VALLEY ROAD AND ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 02 MINUTES 48 SECONDS WEST A RADIUS OF 2054.75 FEET THROUGH A CENTRAL ANGLE OF 37 DEGREES 26 MINUTES 05 SECONDS AN ARC LENGTH OF 1342.48 FEET;

THENCE SOUTH 37 DEGREES 28 MINUTES 53 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO A NONTANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 37 DEGREES 28 MINUTES 53 SECONDS WEST A RADIUS OF 1999.75 FEET SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 51 MINUTES 51 SECONDS AN ARC LENGTH OF 30.16 FEET;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 1374.57 FEET;

THENCE SOUTH 38 DEGREES 20 MINUTES 44 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD A DISTANCE OF 20.00 FEET;

THENCE SOUTH 51 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 3.39 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID GLENN MOOR ROAD;

THENCE SOUTH 28 DEGREES 44 MINUTES 12 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID GLENN MOOR ROAD A DISTANCE OF 103.79 FEET;

THENCE NORTH 52 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 36.91 FEET;

THENCE SOUTH 63 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 59.72 FEET;

THENCE SOUTH 69 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 52.10 FEET;

THENCE NORTH 48 DEGREES 23 MINUTES 12 SECONDS WEST A DISTANCE OF 118.58 FEET;

THENCE NORTH 65 DEGREES 17 MINUTES 22 SECONDS WEST A DISTANCE OF 275.00 FEET;

THENCE NORTH 60 DEGREES 02 MINUTES 21 SECONDS WEST A DISTANCE OF 376.31 FEET;

THENCE NORTH 44 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 487.19 FEET;

THENCE NORTH 32 DEGREES 19 MINUTES 51 SECONDS WEST A DISTANCE OF 111.30 FEET;

THENCE NORTH 02 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 70.53 FEET;

THENCE NORTH 25 DEGREES 36 MINUTES 56 SECONDS EAST A DISTANCE OF 33.31 FEET;

THENCE NORTH 43 DEGREES 53 MINUTES 33 SECONDS EAST A DISTANCE OF 78.87 FEET;

THENCE NORTH 86 DEGREES 16 MINUTES 08 SECONDS EAST A DISTANCE OF 75.12 FEET;

THENCE NORTH 37 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAPPY VALLEY ROAD AND TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT, FROM ANY PORTION OF PARCEL NO. 2 WHICH MIGHT LIE WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OR THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3:

EASEMENTS FOR GOLF PURPOSES APPURTENANT TO PARCEL NO. 2 AS SET FORTH IN INSTRUMENTS RECORDED IN DOCUMENT NO. 86165500 AND DOCUMENT NOS. 85538915 THROUGH 85538930 INCLUSIVE.

PARCEL NO. 4:

THAT PORTION OF LOT 40 OF WINDY WALK ESTATES AS RECORDED IN BOOK 294, PAGE 15, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40;

THENCE NORTH 10 DEGREES 06 MINUTES 17 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 40 A DISTANCE OF 41.13 FEET;

THENCE NORTH 88 DEGREES 21 MINUTES 48 SECONDS EAST A DISTANCE OF 117.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 40;

THENCE SOUTH 68 DEGREES 22 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 40 A DISTANCE OF 119.04 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 9 A DISTANCE OF 466.69 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 466.69 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 434.69 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ALMA SCHOOL ROAD AS SHOWN ON DOCUMENT NO. 85348218 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALMA SCHOOL ROAD A DISTANCE OF 211.26 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALMA SCHOOL ROAD A DISTANCE OF 2.00 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE WEST, WHOSE CENTER BEARS SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST A RADIUS OF 520.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALMA SCHOOL ROAD A DISTANCE OF 177.50 FEET THROUGH A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 26 SECONDS TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 81.27 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 71.42 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST A DISTANCE OF 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST A DISTANCE OF 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 37.38 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 36.97 FEET;

THENCE NORTH 54 DEGREES 39 MINUTES 46 SECONDS EAST A DISTANCE OF 33.41 FEET TO A POINT OF NONTANGENT CURVATURE, CONCAVE TO THE SOUTH, WHOSE CENTER BEARS SOUTH 20 DEGREES 28 MINUTES 11 SECONDS EAST A RADIUS OF 185.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.76 FEET THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 53 SECONDS TO THE POINT OF NONTANGENCY;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 178.96 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 66.46 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 92.87 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 95.27 FEET TO A POINT OF TANGENT CURVATURE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 00 DEGREES 03 MINUTES 41 SECONDS WEST A RADIUS OF 48.01 FEET;

THENCE EASTERLY TO SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.42 FEET THROUGH A CENTRAL ANGLE OF 76 DEGREES 52 MINUTES 19 SECONDS TO A POINT OF NONTANGENCY;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 8.21 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 97.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 126.14 FEET;

THENCE SOUTH 89 DEGREES 18 MINUTES 09 SECONDS EAST A DISTANCE OF 35.01 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 201.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 395.27 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN SPECIAL WARRANTY DEED, DOCKET 1996-034505 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL IN DOCKET 1996-034505, BEING ALSO THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 71.42 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED, DOCKET 1988-480097;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, DOCKET 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 79.57 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 6.80 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 05 SECONDS EAST 41.81 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 8.02 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 37.38 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 50.51 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 79 DEGREES 23 MINUTES 35 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 50 MINUTES 44 SECONDS AN ARC DISTANCE OF 80.28 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 9 AND ALSO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCKET 1996-034505, SAID

ARC IS SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 01 MINUTES 45 SECONDS WEST 80.20 FEET;

THENCE ALONG SAID WEST LINE OF SECTION 9, SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 81.27 FEET TO THE POINT OF COMMENCEMENT OF THIS DESCRIPTION.

PARCEL NO. 6:

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ALSO LYING WITHIN PART OF THAT PARCEL DESCRIBED AND RECORDED IN WARRANTY DEED, DOCUMENT NO. 1988-480097 OF MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 9 BEARS NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST, SAID LINE BEING ALSO THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SONORAN HIGHLANDS PHASE II AMENDED PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 304 PAGE 26, SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 466.69 FEET, TO THE SOUTHWEST CORNER OF GLENN MOOR AT TROON VILLAGE PLAT AS RECORDED IN MARICOPA COUNTY RECORDS BOOK OF MAPS 278 PAGE 5;

THENCE ALONG THE WESTERLY LINE OF SAID GLENN MOOR AT TROON VILLAGE PLAT, BEING ALSO THE EASTERLY LINE OF SAID PARCEL IN DOCUMENT NO. 1988-480097, NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 201.00 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 09 SECONDS WEST 35.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 72 DEGREES 56 MINUTES 06 SECONDS WEST 49.89 FEET TO A POINT ON A LINE DEFINED BY THE SOUTHERLY LIMITS OF THAT 12 FOOT WATER LINE EASEMENT DESCRIBED AND RECORDED IN DOCUMENT NO. 1986-217117 OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 183.87 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 182.12 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL IN DOCUMENT NO. 88-480097, SOUTH 88 DEGREES 56 MINUTES 19 SECONDS EAST 66.46 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 92.87 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 95.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 48.01 FEET AND A CENTRAL ANGLE OF 76 DEGREES 52 MINUTES 19 SECONDS;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ARC DISTANCE 64.41 FEET TO A POINT SUBTENDED BY A CHORD BEARING SOUTH 51 DEGREES 30 MINUTES 09 SECONDS EAST 59.69 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST 8.21 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 97.12 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST 15.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST 126.14 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL NO. 7:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND ALONG THE BOUNDARY OF GLENN MOOR, ACCORDING TO BOOK 278 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 573.19 FEET;

THENCE NORTH 86 DEGREES 15 MINUTES 44 SECONDS EAST ALONG THE BOUNDARY OF SAID GLENN MOOR A DISTANCE OF 486.45 FEET TO A POINT OF TANGENT CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 470.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY OF SAID GLENN MOOR THROUGH A CENTRAL ANGLE OF 31 DEGREES 55 MINUTES 00 SECONDS A DISTANCE OF 261.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 54 DEGREES 20 MINUTES 44 SECONDS EAST ALONG THE BOUNDARY OF SAID GLENN MOOR A DISTANCE OF 101.81 FEET TO A POINT OF TANGENT CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 827.59 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY OF SAID GLENN MOOR THROUGH A CENTRAL ANGLE OF 28 DEGREES 30 MINUTES 00 SECONDS A DISTANCE OF 411.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 620.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY OF SAID GLENN MOOR THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 05 SECONDS A DISTANCE OF 558.92 FEET;

THENCE LEAVING THE ARC OF SAID CURVE ON A NON-TANGENTIAL LINE NORTH 74 DEGREES 39 MINUTES 07 SECONDS EAST ALONG THE BOUNDARY OF SAID GLENN MOOR A DISTANCE OF 42.65 FEET TO THE MOST EASTERLY CORNER OF SAID GLENN MOOR, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD ACCORDING TO THE MAP OF DEDICATION FOR ROADWAYS WITHIN PINNACLE PEAK VILLAGE EAST RECORDED IN BOOK 274 OF MAPS, PAGE 4, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE LEAVING THE BOUNDARY OF SAID GLENN MOOR SOUTH 60 DEGREES 39 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 398.22 FEET TO A POINT OF TANGENT CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1855.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 19 SECONDS A DISTANCE OF 645.53 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 684.08 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 37 SECONDS A DISTANCE OF 420.00 FEET;
THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST A DISTANCE OF 210.07 FEET;
THENCE NORTH 25 DEGREES 14 MINUTES 14 SECONDS EAST A DISTANCE OF 357.92 FEET;
THENCE NORTH 05 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 97.44 FEET;
THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST A DISTANCE OF 48.07 FEET, TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 8:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9;

THENCE SOUTH 00 DEGREES, 02 MINUTES, 37 SECONDS EAST, A DISTANCE OF 573.19 FEET;

THENCE NORTH 86 DEGREES 15 MINUTES, 44 SECONDS EAST, A DISTANCE OF 486.45 FEET TO THE BEGINNING OF A TANGENT 470.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES, 55 MINUTES, 00 SECONDS, A DISTANCE OF 261.81 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 54 DEGREES, 20 MINUTES, 44 SECONDS EAST, A DISTANCE OF 101.81 FEET TO THE BEGINNING OF A TANGENT 827.59 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES, 30 MINUTES, 00 SECONDS, A DISTANCE OF 411.66 FEET TO THE BEGINNING OF A REVERSE 620.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES, 39 MINUTES, 05 SECONDS, A DISTANCE OF 558.92 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 74 DEGREES, 39 MINUTES, 07 SECONDS EAST, A DISTANCE OF 42.66 FEET TO THE MOST EASTERLY CORNER OF GLENN MOOR AT TROON VILLAGE, ACCORDING TO PLAT RECORDED IN BOOK 278 OF MAPS, PAGE 5, OF MARICOPA COUNTY RECORDS, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HAPPY VALLEY ROAD, ACCORDING TO THE MAP OF DEDICATION FOR ROADWAYS WITHIN PINNACLE PEAK VILLAGE EAST, ACCORDING TO PLAT RECORDED IN BOOK 274 OF MAPS, PAGE 4, OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 60 DEGREES, 39 MINUTES, 16 SECONDS EAST, A DISTANCE OF 398.22 FEET TO THE BEGINNING OF A TANGENT 1855.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES, 56 MINUTES, 19 SECONDS, A DISTANCE OF 645.53 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES, 01 MINUTES, 38 SECONDS EAST, A DISTANCE OF 684.08 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO LAWRENCE KRUIDENIER, RECORDED AS 93-0193689 OF OFFICIAL RECORDS, ALSO BEING THE TRUE

POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES, 01 MINUTES, 38 SECONDS EAST, A DISTANCE OF 97.01 FEET TO THE NORTHEAST CORNER OF THE SECOND EXCEPTION TO THE DESCRIPTION IN THAT CERTAIN INSTRUMENT RECORDED AS 85-560735 OF OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID EXCEPTION, SOUTH 89 DEGREES, 58 MINUTES, 22 SECONDS WEST, A DISTANCE OF 57.26 FEET TO THE NORTHWEST CORNER OF SAID EXCEPTION, ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF SAID KRUIDENIER'S LAND;

THENCE ALONG SAID BOUNDARY, NORTH 05 DEGREES, 23 MINUTES, 09 SECONDS EAST, A DISTANCE OF 97.44 FEET TO THE NORTHWEST CORNER OF SAID KRUIDENIER'S LAND;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 89 DEGREES, 58 MINUTES, 23 SECONDS EAST, A DISTANCE OF 48.07 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 9:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 110.08 FEET TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN;

THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 2163.45 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS WEST A DISTANCE OF 45.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF JOMAX ROAD ALSO BEING TO THE NORTHEAST CORNER OF THE PRISTO ASSEMBLAGE AS RECORDED IN BOOK 976 OF MAPS, PAGE 36 AT THE MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA AND BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF JOMAX ROAD A DISTANCE OF 483.59 FEET;

THENCE SOUTH 10 DEGREES 19 MINUTES 09 SECONDS WEST, LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 55.92 FEET, TO THE NORTHWEST CORNER OF WINDY WALK ESTATES AS RECORDED IN BOOK 294 OF MAPS, PAGE 15, ALSO BEING THE NORTHEAST CORNER OF TROON GOLF COURSE AS DESCRIBED IN INSTRUMENT 1995-0127635, BOTH AT THE MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA.

THENCE SOUTH 89 DEGREES 03 MINUTES 40 SECONDS WEST (MEASURED), SOUTH 89 DEGREES 03 MINUTES 29 SECONDS WEST (RECORD) ALONG THE NORTH LINE OF SAID TROON GOLF COURSE, A DISTANCE OF 197.15 FEET (MEASURED), 196.96 FEET (RECORD);

THENCE SOUTH 70 DEGREES 17 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 540.39 FEET TO THE SOUTHEAST CORNER OF THE PRISTO ASSEMBLAGE AS RECORDED IN BOOK 976 OF MAPS, PAGE 36 AT THE MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA;

THENCE NORTH 43 DEGREES 52 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID PRISTO ASSEMBLAGE A DISTANCE OF 335.10 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE B

PART ONE:

1. Taxes or assessments which 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.

Proceedings by a public agency which 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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 aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

SCHEDULE B

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

EXCEPTIONS:

1. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017.)
2. Any charge upon said land by reason of its inclusion in Troon Village Association.
(Affects Parcel No. 4)
3. Any charge upon said land by reason of its inclusion in Windy Walk Homeowners Association.
(Affects Parcel No. 4)
4. Any charge upon said land by reason of its inclusion in Rossmar and Graham Community Association.
(Affects Parcel No. 4)
5. 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.
6. An easement for electric line, poles and gas mains across and incidental purposes, recorded as Book 74 of Miscellaneous, Page 208.
(Affects Parcel No. 2)
7. An easement for electric line and incidental purposes, recorded as Docket 2872, Page 508.
(Affects Parcel No. 2)
8. All matters as set forth in Map of Dedication for Roadways within Pinnacle Peak Village East, recorded as Book 244 of Maps, Page 31.
9. All matters as set forth in Results of Survey, recorded as Book 259 of Maps, Page 26.
10. An easement for electric lines and incidental purposes, recorded as 84-302359 of Official Records.

(Affects Parcel No. 2)

11. All matters as set forth in Resolution No. 2489, recorded October 18, 1984 as 84-453724 of Official Records.
12. Covenants, conditions and restrictions in the document recorded as 84-557396 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

First Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Troon Village recorded June 07, 1985 as 85-261820 of Official Records.

Second Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Troon Village recorded September 26, 1985 as 85-457214 of Official Records.

Third Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Troon Village recorded February 11, 1986 as 86-067860 of Official Records.

13. All matters as set forth in Map of Dedication for Roadways within Pinnacle Peak Village East, recorded as Book 274 of Maps, Page 4.
14. An easement for underground utility and incidental purposes, recorded as 85-013546 of Official Records.

(Affects Parcel Nos. 5 and 6)

15. An easement for ingress and egress of emergency and municipal vehicles operating and incidental purposes, recorded as 85-013547 of Official Records.

(Affects Parcel Nos. 5 and 6)

16. An easement for communications facilities and incidental purposes, recorded as 85-055663 of Official Records.

(Affects Parcel No. 2)

17. An easement for electric lines and appurtenant facilities and incidental purposes, recorded as 85-238923 of Official Records.

(Affects Parcel Nos. 5 and 6)

18. An easement for electric lines and incidental purposes, recorded as 85-348382 of Official Records.

(Affects Parcel No. 2)

19. An easement for fence and landscaping and incidental purposes, recorded as 85-375623 of Official Records.

(Affects Parcel No. 2)

20. All matters as set forth in City of Scottsdale Natural Area Easement including Restored Desert, recorded August 28, 1985 as 85-407041 of Official Records.

City of Scottsdale Release of Easement (Individual) recorded June 10, 2008 as 2008-0510224 of Official Records.

(Affects Parcel No. 1)

21. The terms, conditions and provisions contained in the document entitled "Declaration of Easement" recorded October 28, 1985 as 85-511027 of Official Records.
22. An easement for perimeter wall and incidental purposes, recorded as 86-152160 of Official Records.

(Affects Parcel No. 2)

23. An easement for waterline easement and incidental purposes, recorded as 86-217117 of Official Records.

(Affects Parcel Nos. 5 and 6)

24. The terms, conditions and provisions contained in the document entitled "Declaration of Easement" recorded May 27, 1986 as 86-259637 of Official Records.
25. All matters as set forth in Perimeter Wall Easement Agreement, recorded July 14, 1986 as 86-358812 of Official Records.

(Affects Parcel No. 2)

26. The terms, conditions and provisions contained in the document entitled "Declaration of Easement" recorded February 03, 1986 as 86-052689 of Official Records.

First Amendment to Declaration of Easement recorded September 03, 1986 as 86-474733 of Official Records.

Second Amended and Restated Master Easement and Cost-Sharing Agreement recorded June 12, 2015 as 2015-0421631 of Official Records.

Third Amended and Restated Master Easement and Cost-Sharing Agreement recorded March 30, 2016 as 2016-0205680 of Official Records.

27. Covenants, conditions and restrictions in the document recorded as 86-052690, of Official Records and Tract Declaration recorded as 86-052688, of Official Records and Notice of Contact Information recorded as 2004-1074846 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

(Affects Parcel No. 4)

28. Covenants, conditions and restrictions in the document recorded as 86-532105 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

First Amendment to Declaration of Restrictions for Golf Course recorded February 20, 1987 as 87-102173 of Official Records.

29. Covenants, conditions and restrictions in the document recorded as 86-532106 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

First Amendment to Declaration of Restrictions for Golf Course Clubhouse recorded February 20, 1987 as 87-102174 of Official Records.

30. The terms, conditions and provisions contained in the document entitled "Declaration of Utilities Easement" recorded October 31, 1986 as 86-598669 of Official Records.

31. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 294 of Maps, Page 15, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel No. 4)

32. An easement for electric lines and incidental purposes, recorded as 87-024111 of Official Records.

(Affects Parcel Nos. 5 and 6)

33. An easement for waterline and incidental purposes, recorded as 87-046891 of Official Records.

(Affects Parcel Nos. 5 and 6)

34. All matters contained in that certain Cable Television Service Agreement and Easement for the purpose of constructing, operating and maintaining cable television services, recorded as 87-138708 and Assignment recorded as 89-103269, both of Official Records.

(Affects Parcel No. 4)

35. An easement for sewer line and incidental purposes, recorded as 87-309469 of Official Records.

(Affects Parcel Nos. 5 and 6)

36. An easement for natural gas pipeline or pipelines and incidental purposes, recorded as 87-411069 of Official Records.

(Affects Parcel Nos. 1 and 2)

37. Covenants, conditions and restrictions in the document recorded as 88-357622 and re-recorded as 88-430025, and Notice of Contact Information recorded as 2004-0997598, all of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

(Affects Parcel No. 4)

Assignment of Declarant's Rights under Amended and Restated Declaration of Covenants, Conditions and Restrictions for Troon Village recorded June 28, 1991 as 91-302796 of Official Records.

Amendment recorded January 31, 2007 as 2007-0125524 of Official Records.

38. An easement for public utility lines, pipes or poles and incidental purposes, recorded as 88-480096 of Official Records.

(Affects Parcel Nos. 5 and 6)

39. All matters as set forth in Irrevocable License Agreement, recorded January 16, 1989 as 89-020974 of Official Records.

40. The terms, conditions and provisions contained in the document entitled "Assignment of Benefits under Option and Use Agreement" recorded June 28, 1991 as 91-302797 of Official Records.

41. The terms, conditions and provisions contained in the document entitled "Assignment and Assumption of Option & Use Agreement" recorded June 28, 1991 as 91-302800 of Official Records.

42. Deed of Trust to secure an indebtedness of \$7,500.00, and any other amounts or obligations secured thereby, recorded August 06, 1993 as 93-0523759 of Official Records.

Dated: July 23, 1993

Trustor: Gary Gietz Builder, A.C.C., an Arizona close corporation and Benny Chan and Debbie Bloy Chan, husband and wife

Trustee: Network Escrow and Title Agency, an Arizona corporation

Beneficiary: John Hall & Association

The beneficial interest in the Deed of Trust was assigned to Nabil P. Sahhar by Assignment recorded December 01, 1993 as 93-0837071 of Official Records.

(Affects Parcel No. 4)

(Covers More Property)

43. Deed of Trust to secure an indebtedness of \$7,500.00, and any other amounts or obligations secured thereby, recorded August 06, 1993 as 93-0523760 of Official Records.
Dated: July 23, 1993
Trustor: Gary Gietz Builders, A.C.C., an Arizona close corporation and Benny Chan and Debbie Bloy Chan
Trustee: Network Escrow and Title Agency, an Arizona corporation
Beneficiary: Prudential Arizona Realty

(Affects Parcel No. 4)

(Covers More Property)

44. An unrecorded lease dated December 15, 1994, executed by Troon Golf and Country Club, Inc., an Arizona corporation as lessor and U S West NewVector Group, Inc., a Colorado corporation as lessee, as disclosed by a(n) Memorandum of Microcell Option and Lease Agreement recorded February 28, 1995 as 95-0108670 of Official Records.

(Affects Parcel No. 1)

45. All matters as set forth in Notice of Exercise of Option, recorded August 02, 1995 as 95-0456293 of Official Records.

(Affects Parcel No. 1)

46. An easement for access and incidental purposes, recorded as 95-456293 of Official Records.

(Affects Parcel No. 1)

47. An easement for communications facility and incidental purposes, recorded as 95-456293 of Official Records.

(Affects Parcel No. 1)

48. An easement for underground water and sewer lines, electrical lines and incidental purposes, recorded as 96-0356252 of Official Records.

(Affects Parcel Nos. 5 and 6)

49. The terms, conditions and provisions contained in the document entitled "Master Easement and Cost-Sharing Agreement" recorded June 28, 1996 as 96-0462489 of Official Records.

50. The terms, conditions and provisions contained in the document entitled "Easement Agreement" recorded July 01, 1996 as 96-0464510 of Official Records.

51. All matters as set forth in Notice of Voluntary Environmental Mitigation Use Restriction By Owner(s), recorded October 16, 1998 as 98-0926558 of Official Records.

(Affects Parcel No. 6)

52. The terms, conditions and provisions contained in the document entitled "Memorandum of Assignment and Assumption Agreement" recorded December 28, 2004 as 2004-1522874 of Official Records.
53. An unrecorded lease dated March 03, 2005, executed by Troon Golf and Country Club, Inc., an Arizona corporation as lessor and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless as lessee, as disclosed by a(n) Memorandum of Building and Rooftop Lease Agreement recorded June 14, 2005 as 2005-0802891 of Official Records.

(Affects Parcel No. 1)
54. The terms, conditions and provisions contained in the document entitled "Second Amendment to Option and Site Lease Agreement" recorded November 24, 2006 as 2006-1538555 of Official Records.
55. All matters as set forth in City of Scottsdale Natural Area Open Space Easement Including Restored Desert, recorded June 10, 2008 as 2008-0510228 of Official Records.

(Affects Parcel No. 2)
56. The terms, conditions and provisions contained in the document entitled "Agreement for the Waiver of Claims for Diminution in Value of Property" recorded June 30, 2008 as 2008-0574854 of Official Records.

(Affects Parcel No. 1)
57. An unrecorded lease dated January 06, 2005, executed by Troon Golf and Country Club, Inc., an Arizona corporation as lessor and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless as lessee, as disclosed by a(n) Memorandum of First Amendment to Building and Rooftop Lease Agreement recorded February 04, 2009 as 2009-0093801 of Official Records.
58. An easement for drainage and flood control and incidental purposes, recorded as 2009-0242175 of Official Records.

(Affects Parcel No. 2)
59. An easement for drainage and flood control and incidental purposes, recorded as 2009-0553947 of Official Records.

(Affects Parcel No. 2)
60. An easement for water lines, electric lines and incidental purposes, recorded as 2010-0836818 of Official Records.

(Affects Parcel Nos. 5 and 6)
61. The terms, conditions and provisions contained in the document entitled "Amended and Restated Master Easement and Cost-Sharing Agreement" recorded September 30, 2011 as 2011-0813752 of Official Records.

Amendment to Amended and Restated Master Easement and Cost-Sharing Agreement recorded February 06, 2015 as 2015-0078657 of Official Records.

62. All matters as set forth in Record of Survey, recorded as Book 1120 of Maps, Page 30.
(Affects Parcel No. 8)
63. All matters as set forth in Record of Survey, recorded as Book 1120 of Maps, Page 31.
(Affects Parcel No. 2)
64. The terms, conditions and provisions contained in the document entitled "Maintenance Agreement" recorded September 28, 2012 as 2012-0884410 of Official Records.
(Affects Parcel No. 2)
65. An unrecorded lease dated March 26, 2012, executed by Troon Golf & Country Club, Inc., an Arizona nonprofit corporation as lessor and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless as lessee, as disclosed by a(n) Memorandum of Land Lease Agreement recorded April 06, 2012 as 2012-0287809 of Official Records.
(Affects Parcel Nos. 5 and 6)
66. An unrecorded lease dated March 27, 2015, executed by Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless as lessor and ATC Sequoia LLC, a Delaware limited liability company as lessee, as disclosed by a(n) Memorandum of Lease recorded August 13, 2015 as 2015-0585799 of Official Records.
(Affects Parcel Nos. 5 and 6)
67. The effect of a deed dated October 07, 2013, executed by Windy Walk Homeowners' Association, an Arizona non-profit corporation to Troon Country Club, Inc., an Arizona non-profit corporation, recorded October 22, 2013 as 2013-0927985 of Official Records.
(Affects Parcel No. 9)
68. The effect of a deed dated March 12, 2013, executed by Troon Village Association, an Arizona nonprofit corporation to Windy Walk Homeowners' Association, an Arizona non-profit corporation, recorded March 18, 2013 as 2013-244521 of Official Records.
(Affects Parcel No. 9)
69. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

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 and 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's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.