



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization





February 5, 2020

City of Scottsdale  
Planning and Development Services  
7447 E. Indian School Road  
Suite #105  
Scottsdale, AZ 85251

RE: Property located at 8585 East Princess Drive in Scottsdale; APN 215-07-212Z

As the owner of the above-referenced subject property, I hereby give my consent to allow the members of Hunter Engineering, RKAA Architects, the law firm Earl & Curley, P.C., and others as may be necessary, to act as my representative in seeking Development Review Board approval and other entitlements as may be necessary to utilize the above-referenced property.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Valk", is written over a light blue rectangular background.

Printed Name: Shawn Valk

Mailing Address: 1450 TL Townsend Drive, Suite #100  
Rockwall, TX 75032

Phone Number: 972-722-2590

Email: [ShawnValk@gmail.com](mailto:ShawnValk@gmail.com)



# LEGAL DESCRIPTION

## PARCEL NO. 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE CENTERLINE INTERSECTION OF HARTFORD DRIVE WITH ANDERSON DRIVE AS SHOWN ON THE MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR PERIMETER CENTER PHASE II, RECORDED IN BOOK 332 OF MAPS, PAGE 49 OF MARICOPA COUNTY RECORDS;  
THENCE, NORTH 44°38'20" WEST, ALONG THE CENTERLINE OF SAID ANDERSON DRIVE, 52.69 FEET;  
THENCE, NORTH 45°21'40" EAST, 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID ANDERSON DRIVE;  
THENCE, NORTH 44°38'20" WEST, ALONG SAID RIGHT-OF-WAY LINE, 242.01 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 435.00 FEET TO THE LEFT;  
THENCE, NORTHWESTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°12'17", FOR AN ARC DISTANCE OF 419.12 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, NORTH 09°50'37" WEST, 544.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE;  
THENCE, NORTH 58°23'36" EAST, ALONG SAID RIGHT-OF-WAY LINE, 146.13 FEET TO THE WESTERLY LINE OF TRACT 2 AS DESCRIBED IN 98-0751665, OF OFFICIAL RECORDS;  
THENCE, SOUTH 31°36'24" EAST, ALONG SAID WESTERLY LINE, 15.00 FEET;  
THENCE, NORTH 58°23'36" EAST, CONTINUING ALONG SAID WESTERLY LINE, 134.90 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WESTERLY LINE, NORTH 58°23'36" EAST, 148.25 FEET;  
THENCE, SOUTH 82°59'02" EAST, CONTINUING ALONG SAID WESTERLY LINE, 60.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 60°31'04" WEST, 6149.95 FEET;  
THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°50'12", FOR AN ARC DISTANCE OF 197.15 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, SOUTH 62°29'16" WEST, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 62°29'16" WEST, 6129.95 FEET;  
THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'39", FOR AN ARC DISTANCE OF 195.51 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, SOUTH 63°21'27" WEST, 14.50 FEET;  
THENCE, SOUTH 80°09'23" WEST, 131.89 FEET;  
THENCE, NORTH 09°50'37" WEST, 91.00 FEET;  
THENCE, SOUTH 60°09'23" WEST, 131.33 FEET;  
THENCE, NORTH 09°50'37" WEST, 201.16 FEET;  
THENCE, NORTH 28°32'02" WEST, 57.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE AND THE TRUE POINT OF BEGINNING.  
EXCEPT ALL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION; AND  
EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED TO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND.  
ALSO KNOWN AS LOT 2, OF PRINCESS MEDICAL CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 808 OF MAPS, PAGE 28.

## PARCEL NO. 2:

A NON EXCLUSIVE AND PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY AMENDED AND RESTATED AUGUST 16, 2000 AS 2000-627683 OF OFFICIAL RECORDS.

# PLATINUM STORAGE LEGAL DESCRIPTION

**HUNTER**

ENGINEERING

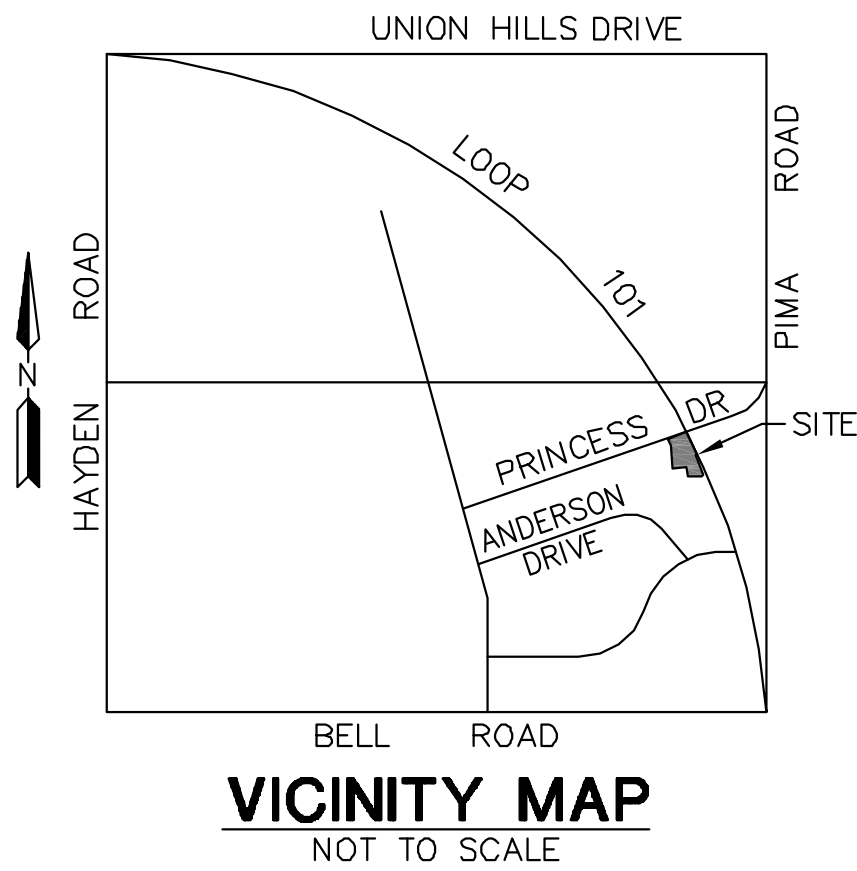
10450 NORTH 74TH STREET  
SUITE 200  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

CIVIL AND SURVEY

PROJ: PLAT003  
SCALE: NTS  
DATE: 01/29/20  
DESC: LEGAL



ALTA/NSPS LAND TITLE SURVEY  
OF LOT 2, PRINCESS MEDICAL CENTER,  
LYING IN THE SOUTHEAST QUARTER OF SECTION 36,  
TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN,  
MARICOPA COUNTY, ARIZONA



LEGAL DESCRIPTION:

PARCEL NO. 1:  
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THENCE, NORTH 44 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID ANDERSON DRIVE, 52.69 FEET;  
THENCE, NORTH 45 DEGREES 21 MINUTES 40 SECONDS EAST, 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ANDERSON DRIVE;  
THENCE, NORTH 44 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 242.01 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 435.00 FEET TO THE LEFT;  
THENCE, NORTHWESTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55 DEGREES 12 MINUTES 17 SECONDS, FOR AN ARC DISTANCE OF 419.12 FEET TO THE BEGINNING OF A NON TANGENT LINE;  
THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 544.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE;  
THENCE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 146.13 FEET TO THE WESTERLY LINE OF TRACT 2 AS DESCRIBED IN 98-0751665, OF OFFICIAL RECORDS;  
THENCE, SOUTH 31 DEGREES 36 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY LINE, 15.00 FEET;  
THENCE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, 134.90 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WESTERLY LINE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, 148.25 FEET;  
THENCE, SOUTH 82 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, 60.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 60 DEGREES 39 MINUTES 04 SECONDS WEST, 6149.95 FEET;  
THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 50 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 197.15 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, SOUTH 62 DEGREES 29 MINUTES 16 SECONDS WEST, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 62 DEGREES 29 MINUTES 16 SECONDS WEST, 6129.95 FEET;  
THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 39 SECONDS, FOR AN ARC DISTANCE OF 195.51 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, SOUTH 63 DEGREES 21 MINUTES 27 SECONDS WEST, 14.50 FEET;  
THENCE, SOUTH 80 DEGREES 09 MINUTES 23 SECONDS WEST, 131.89 FEET;  
THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 91.00 FEET;  
THENCE, SOUTH 80 DEGREES 09 MINUTES 23 SECONDS WEST, 131.33 FEET;  
THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 201.16 FEET;  
THENCE, NORTH 28 DEGREES 32 MINUTES 02 SECONDS WEST, 57.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE AND THE TRUE POINT OF BEGINNING.  
EXCEPT ALL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION; AND  
EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED TO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND.  
ALSO KNOWN AS LOT 2, OF PRINCESS MEDICAL CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 808 OF MAPS, PAGE 28.

PARCEL NO. 2:  
A NON-EXCLUSIVE AND PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED AUGUST 16, 2000 AS 2000-627683 OF OFFICIAL RECORDS.

SCHEDULE B NOTES:

1. TAXES FOR THE YEAR 2020, A LIEN NOT YET DUE AND PAYABLE.
2. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN THE PERIMETER CENTER OWNERS' ASSOCIATION. (ALL ASSESSMENTS DUE AND PAYABLE ARE PAID.)
3. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
4. THE RIGHT TO ENTER UPON SAID LAND, PROSPECT FOR, MINE AND REMOVE ALL COAL, MINERALS OR OTHER SUBSTANCES AS RESERVED BY INSTRUMENT RECORDED AS 88-585050 OF OFFICIAL RECORDS.
5. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
6. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF PRINCESS MEDICAL CENTER, AS RECORDED IN PLAT BOOK 808 OF MAPS, PAGE(S) 28, 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).V(EASEMENTS SHOWN HEREON)
7. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, RECORDED IN 96-032725 OF OFFICIAL RECORDS; THEREAFTER DECLARATION OF ESTABLISHMENT RECORDED AS 97-235855 OF OFFICIAL RECORDS; THEREAFTER AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION RECORDED AS 2002-1106683 OF OFFICIAL RECORDS; THEREAFTER SECOND AMENDMENT TO FIRST AMENDED AND RESTATED RECORDED AS 2015-0186214 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 42 USC 3604(C). (NO PLOTTABLE SURVEY INFORMATION)
8. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, RECORDED IN 2006-231197 OF OFFICIAL RECORDS AND ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS RECORDED AS 2016-0241068 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 42 USC 3604(C). (NO PLOTTABLE SURVEY INFORMATION)
9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT" RECORDED AUGUST 16, 2000 AS 2000-627683 OF OFFICIAL RECORDS. (SHOWN HEREON AS PARCEL 2)
10. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SITE USE DECLARATION" RECORDED AUGUST 31, 2000 AS 2000-676037 OF OFFICIAL RECORDS. (NO PLOTTABLE SURVEY INFORMATION)
11. ALL MATTERS AS SET FORTH IN CITY OF SCOTTSDALE LOT SPLIT APPROVAL, RECORDED NOVEMBER 28, 2000 AS 2000-908682 OF OFFICIAL RECORDS. (NO PLOTTABLE SURVEY INFORMATION)
12. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED SEPTEMBER 16, 2008 AS BOOK 1004 OF MAPS, PAGE 46. (NO ADDITIONAL INFORMATION SHOWN)
13. AN EASEMENT FOR PERPETUAL NOISE, AVIGATION AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-270258 OF OFFICIAL RECORDS. (NO PLOTTABLE SURVEY INFORMATION)
14. AN EASEMENT FOR UNDERGROUND WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-325778 OF OFFICIAL RECORDS. (SHOWN HEREON)
15. AN EASEMENT FOR VEHICULAR NON-ACCESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-325802 OF OFFICIAL RECORDS. (SHOWN HEREON)
16. AN EASEMENT FOR UTILITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-747347 OF OFFICIAL RECORDS. (SHOWN HEREON)
17. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
18. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
19. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
20. THE COMMUNITY INTEREST, IF ANY, OF THE SPOUSE OF RONALD C. VALK.
21. THE COMMUNITY INTEREST, IF ANY, OF THE SPOUSE OF ROBERT SHAWN VALK.

GENERAL NOTES:

- 1.) EXCEPT AS NOTED, SURVEYOR HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER MATTER THAT AN ACCURATE AND CURRENT TITLE REPORT MAY DISCLOSE.
- 2.) DECLARATION IS MADE TO ORIGINAL PURCHASER ONLY. SURVEY IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS OR ADDITIONAL INSTITUTIONS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
- 3.) SURVEY IS VALID ONLY IF PRINT BEARS SEAL AND SIGNATURE OF SURVEYOR.
- 4.) FIELDWORK PERFORMED DURING JUNE 2019.
- 5.) CONDITIONS SHOWN ARE THOSE THAT EXISTED AT THE TIME OF THE SURVEY.
- 6.) BOUNDARY AND EASEMENT INFORMATION TAKEN FROM A TITLE REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. NCS-888334-PHX1, DATED JAN 24 2020.
- 7.) PROPERTY MAY BE SUBJECT TO EASEMENTS (RECORDED OR UNRECORDED) NOT KNOWN TO THE SURVEYOR, AND NOT SHOWN HEREON.
- 8.) SITE SHOWS EVIDENCE OF PRIOR GRADING.

BASIS OF BEARING:

THE CENTERLINE OF PRINCESS DRIVE AS SHOWN ON THE PLAT OF 'PRINCESS MEDICAL CENTER' IN BOOK 808, PAGE 28, M.C.R..

BENCHMARK:

MCDOT BENCHMARK 6435, ELEVATION = 1595.25, NAVD'88.

PARKING:

SITE HAS 66 REGULAR PARKING SPACES (NO HANDICAPPED).

SITE ZONING:

SITE IS ZONED I-1

SITE GROSS AREA:

PARCEL 1: 76,357 SQ. FT. (1.75 ACRES)  
PARCEL 2: 4,044 SQ. FT. (0.09 ACRES)

SITE ADDRESS:

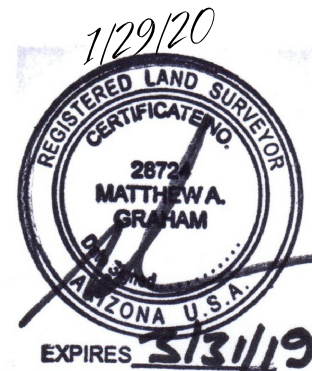
8585 E PRINCESS DRIVE  
SCOTTSDALE, AZ 85255

SURVEYOR'S CERTIFICATION:

TO: JOE BOY ENTERPRISE LLC, A TEXAS LIMITED LIABILITY COMPANY  
OK-AZ HOLDINGS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY  
FIRST AMERICAN TITLE INSURANCE COMPANY

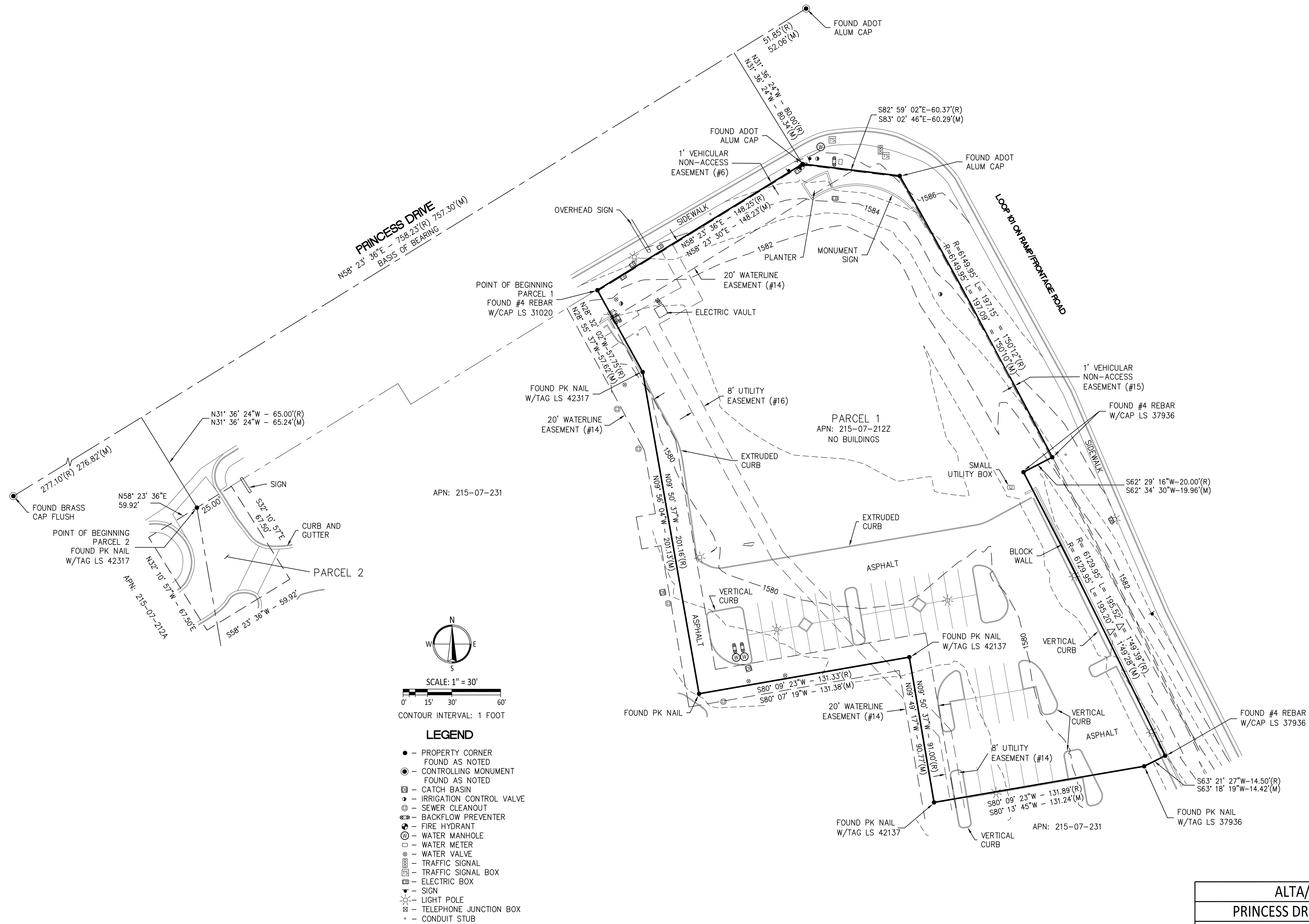
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 5, 8, 9, 11 (OBSERVED EVIDENCE), 16, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 22, 2019.

MATTHEW A. GRAHAM  
ARIZONA R.L.S. 28724  
DATE: 29 JAN 20



ALTA/NSPS LAND TITLE SURVEY	
PRINCESS DRIVE SITE - SCOTTSDALE, ARIZONA	
FOR: JOE BOY ENTERPRISE LLC	
	1515 N. GILBERT ROAD STE. 107-128 GILBERT, AZ 85234 602.909.7528
	FIELDWORK: MAG DRAWN: MAG CHECKED: MAG DATE: 29 JAN 20 PROJECT NUMBER: 19-726
	SHEET 1 OF 2





ALTA/NSPS LAND TITLE SURVEY	
PRINCESS DRIVE SITE - SCOTTSDALE, ARIZONA	
FOR: JOE BOY ENTERPRISE LLC	
<div><div><div>Graham</div><div>Surveying</div><div>INCORPORATED</div></div></div>	1515 N. GILBERT ROAD STE. 107-128 GILBERT, AZ 85234 602.909.7528
	FIELDWORK: MAG
	DRAWN: MAG
	CHECKED: MAG
DATE: 29 JAN 20	
PROJECT NUMBER: 19-726	
SHEET 2 OF 2	



**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

First American Title Insurance Company  
through its Division

***First American Title Insurance Company***

**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY . . . . .	on the following page
COMMITMENT DATE . . . . .	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED . . . . .	Schedule A (Page 1)
INTEREST IN THE LAND . . . . .	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND . . . . .	on the following page
EXCEPTIONS - PART ONE . . . . .	Schedule B (inside)
EXCEPTIONS - PART TWO . . . . .	Schedule B (inside)
REQUIREMENTS (Standard) . . . . .	on the third page
REQUIREMENTS (Continued) . . . . .	Requirements (inside)
CONDITIONS . . . . .	on the third page

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**  
If you have any questions about the Commitment, contact:

***First American Title Insurance Company National Commercial Services***  
***2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016***



## AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A  
The Requirements  
The Exceptions in Schedule B - Parts 1 and 2  
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

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## SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

### **Part One: (for use with 2006 ALTA policies)**

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 which 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 heretofore or hereafter furnished, imposed by law and not shown by the public records.



**Part One: (for use with 1992 and prior ALTA policies)**

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.

**Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.**



## REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

## CONDITIONS

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



**First American Title  
Insurance Company  
National Commercial  
Services**



**The First American  
Corporation**

**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](http://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.



**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE A**

Fifth Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Angelique Sizemore at (602)567-8100**

Effective Date: **January 24, 2020** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$2,156,000.00

Proposed Insured:

**Ronald C. Valk, a married man, and Robert Shawn Valk, a married man each as to an undivided fifty-percent (50%) interest**

2. The estate or interest in the land described or referred to in this commitment and covered herein is Fee simple as to Parcel No. 1 and Easement as to Parcel No. 2 and title thereto is at the effective date hereof vested in:

**Ronald C. Valk, a married man, and Robert Shawn Valk, a married man each as to an undivided fifty-percent (50%) interest**

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

**Ronald C. Valk, a married man, and Robert Shawn Valk, a married man each as to an undivided fifty-percent (50%) interest**

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Ron B. Robertson @ (602)567-8160/rrobertson@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.



**EXHIBIT "A"**

PARCEL NO. 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HARTFORD DRIVE WITH ANDERSON DRIVE AS SHOWN ON THE MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR PERIMETER CENTER PHASE II, RECORDED IN BOOK 332 OF MAPS, PAGE 49 OF MARICOPA COUNTY RECORDS;

THENCE, NORTH 44 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID ANDERSON DRIVE, 52.69 FEET;

THENCE, NORTH 45 DEGREES 21 MINUTES 40 SECONDS EAST, 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ANDERSON DRIVE;

THENCE, NORTH 44 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 242.01 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 435.00 FEET TO THE LEFT;

THENCE, NORTHWESTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55 DEGREES 12 MINUTES 17 SECONDS, FOR AN ARC DISTANCE OF 419.12 FEET TO THE BEGINNING OF A NON TANGENT LINE;

THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 544.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE;

THENCE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 146.13 FEET TO THE WESTERLY LINE OF TRACT 2 AS DESCRIBED IN 98-0751665, OF OFFICIAL RECORDS;

THENCE, SOUTH 31 DEGREES 36 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY LINE, 15.00 FEET;

THENCE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, 134.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, 148.25 FEET;

THENCE, SOUTH 82 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, 60.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 60 DEGREES 39 MINUTES 04 SECONDS WEST, 6149.95 FEET;

THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 50 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 197.15 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE, SOUTH 62 DEGREES 29 MINUTES 16 SECONDS WEST, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 62 DEGREES 29 MINUTES 16 SECONDS WEST, 6129.95 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01



DEGREES 49 MINUTES 39 SECONDS, FOR AN ARC DISTANCE OF 195.51 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE, SOUTH 63 DEGREES 21 MINUTES 27 SECONDS WEST, 14.50 FEET;

THENCE, SOUTH 80 DEGREES 09 MINUTES 23 SECONDS WEST, 131.89 FEET;

THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 91.00 FEET;

THENCE, SOUTH 80 DEGREES 09 MINUTES 23 SECONDS WEST, 131.33 FEET;

THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 201.16 FEET;

THENCE, NORTH 28 DEGREES 32 MINUTES 02 SECONDS WEST, 57.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE AND THE TRUE POINT OF BEGINNING.

EXCEPT ALL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION; AND

EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED TO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND.

ALSO KNOWN AS LOT 2, OF PRINCESS MEDICAL CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 808 OF MAPS, PAGE 28.

PARCEL NO. 2:

A NON-EXCLUSIVE AND PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED AUGUST 16, 2000 AS 2000-627683 OF OFFICIAL RECORDS.



**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE B  
Fifth Amended**

**PART TWO:**

1. Taxes for the year 2020, a lien not yet due and payable.
2. Any charge upon said land by reason of its inclusion in The Perimeter Center Owners' Association. (All assessments due and payable are paid.)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. The right to enter upon said land, prospect for, mine and remove all coal, minerals or other substances as reserved by instrument recorded as 88-585050 of Official Records.
5. This item has been intentionally deleted.
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Princess Medical Center, as recorded in Plat Book 808 of Maps, Page(s) 28, 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).
7. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 96-032725 of Official Records; thereafter Declaration of Establishment recorded as 97-235855 of Official Records; thereafter Amendment to First Amended and Restated Declaration recorded as 2002-1106683 of Official Records; thereafter Second Amendment to First Amended and Restated recorded as 2015-0186214 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 42 USC 3604(c).
8. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 2006-231197 of Official Records and Assignment and Assumption of Declarant's Rights recorded as 2016-0241068 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 42 USC 3604(c).
9. The terms and provisions contained in the document entitled "Amended and Restated Reciprocal Easement Agreement" recorded August 16, 2000 as 2000-627683 of Official Records.
10. The terms and provisions contained in the document entitled "Site Use Declaration" recorded August 31, 2000 as 2000-676037 of Official Records.
11. All matters as set forth in City of Scottsdale Lot Split Approval, recorded November 28, 2000 as 2000-908682 of Official Records.



12. All matters as set forth in Record of Survey, recorded September 16, 2008 as Book 1004 of Maps, Page 46.
13. An easement for perpetual noise, avigation and incidental purposes in the document recorded as 2003-270258 of Official Records.
14. An easement for underground water line and incidental purposes in the document recorded as 2003-325778 of Official Records.
15. An easement for vehicular non-access and incidental purposes in the document recorded as 2003-325802 of Official Records.
16. An easement for utility and incidental purposes in the document recorded as 2003-747347 of Official Records.
17. This item has been intentionally deleted.
18. This item has been intentionally deleted.
19. Water rights, claims or title to water, whether or not shown by the public records.
20. The community interest, if any, of the spouse of Ronald C. Valk.
21. The community interest, if any, of the spouse of Robert Shawn Valk.

**End of Schedule B**



**First American Title Insurance Company  
National Commercial Services**

**Fifth Amended**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. Pay all of 2019 taxes.

(First half now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$37,069.86 for the year 2019 under Assessor's Parcel No. 215-07-212Z 2.

3. Proper evidence showing that all assessments due and payable, levied by The Perimeter Center Owners' Association, have been paid to and including the closing date of this transaction.
4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

**REQUIREMENT SATISFIED**

5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
6. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Oklahoma, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of OK-AZ Holdings, LLC a limited liability company.
7. Record Warranty Deed from OK-AZ Holdings, LLC, an Oklahoma limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

8. Such further requirements as may be necessary after completion of the above.
9. Return to title department for final recheck before recording.



NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S.<sup>1</sup> 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

#### **End of Requirements**



# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 8585 East Princess Drive, Scottsdale, AZ 85255
- b. County Tax Assessor's Parcel Number: 215-07-212Z
- c. General Location: Southwest corner of Princess Drive and Pima Freeway (Loop 101) frontage road (eastbound)
- d. Parcel Size: 1.75 acres (net) / 2.02 acres (gross)
- e. Legal Description: See attached legal description

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

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

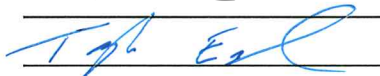
Shawn Valk

February 5, 2020



Taylor Earl

February 5, 2020



Grant Hirneise

\_\_\_\_\_, 20\_\_\_\_

Neil Feaser

\_\_\_\_\_, 20\_\_\_\_

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)



# LEGAL DESCRIPTION

## PARCEL NO. 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE CENTERLINE INTERSECTION OF HARTFORD DRIVE WITH ANDERSON DRIVE AS SHOWN ON THE MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR PERIMETER CENTER PHASE II, RECORDED IN BOOK 332 OF MAPS, PAGE 49 OF MARICOPA COUNTY RECORDS;  
THENCE, NORTH 44°38'20" WEST, ALONG THE CENTERLINE OF SAID ANDERSON DRIVE, 52.69 FEET;  
THENCE, NORTH 45°21'40" EAST, 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID ANDERSON DRIVE;  
THENCE, NORTH 44°38'20" WEST, ALONG SAID RIGHT-OF-WAY LINE, 242.01 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 435.00 FEET TO THE LEFT;  
THENCE, NORTHWESTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°12'17", FOR AN ARC DISTANCE OF 419.12 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, NORTH 09°50'37" WEST, 544.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE;  
THENCE, NORTH 58°23'36" EAST, ALONG SAID RIGHT-OF-WAY LINE, 146.13 FEET TO THE WESTERLY LINE OF TRACT 2 AS DESCRIBED IN 98-0751665, OF OFFICIAL RECORDS;  
THENCE, SOUTH 31°36'24" EAST, ALONG SAID WESTERLY LINE, 15.00 FEET;  
THENCE, NORTH 58°23'36" EAST, CONTINUING ALONG SAID WESTERLY LINE, 134.90 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WESTERLY LINE, NORTH 58°23'36" EAST, 148.25 FEET;  
THENCE, SOUTH 82°59'02" EAST, CONTINUING ALONG SAID WESTERLY LINE, 60.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 60°31'04" WEST, 6149.95 FEET;  
THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°50'12", FOR AN ARC DISTANCE OF 197.15 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, SOUTH 62°29'16" WEST, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 62°29'16" WEST, 6129.95 FEET;  
THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'39", FOR AN ARC DISTANCE OF 195.51 FEET TO THE BEGINNING OF A NON-TANGENT LINE;  
THENCE, SOUTH 63°21'27" WEST, 14.50 FEET;  
THENCE, SOUTH 80°09'23" WEST, 131.89 FEET;  
THENCE, NORTH 09°50'37" WEST, 91.00 FEET;  
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THENCE, NORTH 09°50'37" WEST, 201.16 FEET;  
THENCE, NORTH 28°32'02" WEST, 57.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE AND THE TRUE POINT OF BEGINNING.  
EXCEPT ALL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION; AND  
EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED TO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND.  
ALSO KNOWN AS LOT 2, OF PRINCESS MEDICAL CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 808 OF MAPS, PAGE 28.

## PARCEL NO. 2:

A NON EXCLUSIVE AND PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY AMENDED AND RESTATED AUGUST 16, 2000 AS 2000-627683 OF OFFICIAL RECORDS.

# PLATINUM STORAGE LEGAL DESCRIPTION

**HUNTER**

ENGINEERING

10450 NORTH 74TH STREET  
SUITE 200  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

CIVIL AND SURVEY

PROJ: PLAT003  
SCALE: NTS  
DATE: 01/29/20  
DESC: LEGAL





February 5, 2020

City of Scottsdale  
Planning and Development Services  
7447 E. Indian School Road  
Suite #105  
Scottsdale, AZ 85251

RE: Property located at 8585 East Princess Drive in Scottsdale; APN 215-07-212Z

As the owner of the above-referenced subject property, I hereby give my consent to allow the members of Hunter Engineering, RKAA Architects, the law firm Earl & Curley, P.C., and others as may be necessary, to act as my representative in seeking Development Review Board approval and other entitlements as may be necessary to utilize the above-referenced property.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Valk", is written over a light blue horizontal line.

Printed Name: Shawn Valk

Mailing Address: 1450 TL Townsend Drive, Suite #100  
Rockwall, TX 75032

Phone Number: 972-722-2590

Email: [ShawnValk@gmail.com](mailto:ShawnValk@gmail.com)



**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

First American Title Insurance Company  
through its Division

***First American Title Insurance Company***

**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY . . . . .	on the following page
COMMITMENT DATE . . . . .	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED . . . . .	Schedule A (Page 1)
INTEREST IN THE LAND . . . . .	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND . . . . .	on the following page
EXCEPTIONS - PART ONE . . . . .	Schedule B (inside)
EXCEPTIONS - PART TWO . . . . .	Schedule B (inside)
REQUIREMENTS (Standard) . . . . .	on the third page
REQUIREMENTS (Continued) . . . . .	Requirements (inside)
CONDITIONS . . . . .	on the third page

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**  
If you have any questions about the Commitment, contact:

***First American Title Insurance Company National Commercial Services***  
***2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016***



## AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A  
The Requirements  
The Exceptions in Schedule B - Parts 1 and 2  
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

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## SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

**Part One: (for use with 2006 ALTA policies)**

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 which 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 heretofore or hereafter furnished, imposed by law and not shown by the public records.



**Part One: (for use with 1992 and prior ALTA policies)**

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.

**Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.**



## REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

## CONDITIONS

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



**First American Title  
Insurance Company  
National Commercial  
Services**



**The First American  
Corporation**

**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](http://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.



**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE A**

Fifth Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Angelique Sizemore at (602)567-8100**

Effective Date: **January 24, 2020** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$2,156,000.00

Proposed Insured:

**Ronald C. Valk, a married man, and Robert Shawn Valk, a married man each as to an undivided fifty-percent (50%) interest**

2. The estate or interest in the land described or referred to in this commitment and covered herein is Fee simple as to Parcel No. 1 and Easement as to Parcel No. 2 and title thereto is at the effective date hereof vested in:

**Ronald C. Valk, a married man, and Robert Shawn Valk, a married man each as to an undivided fifty-percent (50%) interest**

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

**Ronald C. Valk, a married man, and Robert Shawn Valk, a married man each as to an undivided fifty-percent (50%) interest**

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Ron B. Robertson @ (602)567-8160/rrobertson@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.



**EXHIBIT "A"**

PARCEL NO. 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HARTFORD DRIVE WITH ANDERSON DRIVE AS SHOWN ON THE MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR PERIMETER CENTER PHASE II, RECORDED IN BOOK 332 OF MAPS, PAGE 49 OF MARICOPA COUNTY RECORDS;

THENCE, NORTH 44 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID ANDERSON DRIVE, 52.69 FEET;

THENCE, NORTH 45 DEGREES 21 MINUTES 40 SECONDS EAST, 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ANDERSON DRIVE;

THENCE, NORTH 44 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 242.01 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 435.00 FEET TO THE LEFT;

THENCE, NORTHWESTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55 DEGREES 12 MINUTES 17 SECONDS, FOR AN ARC DISTANCE OF 419.12 FEET TO THE BEGINNING OF A NON TANGENT LINE;

THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 544.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE;

THENCE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 146.13 FEET TO THE WESTERLY LINE OF TRACT 2 AS DESCRIBED IN 98-0751665, OF OFFICIAL RECORDS;

THENCE, SOUTH 31 DEGREES 36 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY LINE, 15.00 FEET;

THENCE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, 134.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, NORTH 58 DEGREES 23 MINUTES 36 SECONDS EAST, 148.25 FEET;

THENCE, SOUTH 82 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, 60.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 60 DEGREES 39 MINUTES 04 SECONDS WEST, 6149.95 FEET;

THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 50 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 197.15 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE, SOUTH 62 DEGREES 29 MINUTES 16 SECONDS WEST, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 62 DEGREES 29 MINUTES 16 SECONDS WEST, 6129.95 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01



DEGREES 49 MINUTES 39 SECONDS, FOR AN ARC DISTANCE OF 195.51 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE, SOUTH 63 DEGREES 21 MINUTES 27 SECONDS WEST, 14.50 FEET;

THENCE, SOUTH 80 DEGREES 09 MINUTES 23 SECONDS WEST, 131.89 FEET;

THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 91.00 FEET;

THENCE, SOUTH 80 DEGREES 09 MINUTES 23 SECONDS WEST, 131.33 FEET;

THENCE, NORTH 09 DEGREES 50 MINUTES 37 SECONDS WEST, 201.16 FEET;

THENCE, NORTH 28 DEGREES 32 MINUTES 02 SECONDS WEST, 57.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCESS DRIVE AND THE TRUE POINT OF BEGINNING.

EXCEPT ALL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION; AND

EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED TO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND.

ALSO KNOWN AS LOT 2, OF PRINCESS MEDICAL CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 808 OF MAPS, PAGE 28.

PARCEL NO. 2:

A NON-EXCLUSIVE AND PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED AUGUST 16, 2000 AS 2000-627683 OF OFFICIAL RECORDS.



**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE B  
Fifth Amended**

**PART TWO:**

1. Taxes for the year 2020, a lien not yet due and payable.
2. Any charge upon said land by reason of its inclusion in The Perimeter Center Owners' Association. (All assessments due and payable are paid.)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. The right to enter upon said land, prospect for, mine and remove all coal, minerals or other substances as reserved by instrument recorded as 88-585050 of Official Records.
5. This item has been intentionally deleted.
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Princess Medical Center, as recorded in Plat Book 808 of Maps, Page(s) 28, 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).
7. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 96-032725 of Official Records; thereafter Declaration of Establishment recorded as 97-235855 of Official Records; thereafter Amendment to First Amended and Restated Declaration recorded as 2002-1106683 of Official Records; thereafter Second Amendment to First Amended and Restated recorded as 2015-0186214 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 42 USC 3604(c).
8. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 2006-231197 of Official Records and Assignment and Assumption of Declarant's Rights recorded as 2016-0241068 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 42 USC 3604(c).
9. The terms and provisions contained in the document entitled "Amended and Restated Reciprocal Easement Agreement" recorded August 16, 2000 as 2000-627683 of Official Records.
10. The terms and provisions contained in the document entitled "Site Use Declaration" recorded August 31, 2000 as 2000-676037 of Official Records.
11. All matters as set forth in City of Scottsdale Lot Split Approval, recorded November 28, 2000 as 2000-908682 of Official Records.



12. All matters as set forth in Record of Survey, recorded September 16, 2008 as Book 1004 of Maps, Page 46.
13. An easement for perpetual noise, avigation and incidental purposes in the document recorded as 2003-270258 of Official Records.
14. An easement for underground water line and incidental purposes in the document recorded as 2003-325778 of Official Records.
15. An easement for vehicular non-access and incidental purposes in the document recorded as 2003-325802 of Official Records.
16. An easement for utility and incidental purposes in the document recorded as 2003-747347 of Official Records.
17. This item has been intentionally deleted.
18. This item has been intentionally deleted.
19. Water rights, claims or title to water, whether or not shown by the public records.
20. The community interest, if any, of the spouse of Ronald C. Valk.
21. The community interest, if any, of the spouse of Robert Shawn Valk.

**End of Schedule B**



**First American Title Insurance Company  
National Commercial Services**

**Fifth Amended**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. Pay all of 2019 taxes.

(First half now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$37,069.86 for the year 2019 under Assessor's Parcel No. 215-07-212Z 2.

3. Proper evidence showing that all assessments due and payable, levied by The Perimeter Center Owners' Association, have been paid to and including the closing date of this transaction.
4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

**REQUIREMENT SATISFIED**

5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
6. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Oklahoma, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of OK-AZ Holdings, LLC a limited liability company.
7. Record Warranty Deed from OK-AZ Holdings, LLC, an Oklahoma limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

8. Such further requirements as may be necessary after completion of the above.
9. Return to title department for final recheck before recording.



NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S.<sup>1</sup> 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

#### **End of Requirements**